

**AGREEMENT**  
**BETWEEN THE**  
**CITY OF BRIDGEPORT**  
**AND THE**  
**AMERICAN FEDERATION OF STATE, COUNTY,**  
**AND MUNICIPAL EMPLOYEES**  
**LOCAL 1522, COUNCIL 4**

**JULY 1, 2019 TO JUNE 30, 2024**

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This Agreement is entered into by the City of Bridgeport, (the “City” or the “Employer”), and Local 1522 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, (the “Union”).

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

### **ARTICLE 1 - RECOGNITION**

**1.1** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and conditions of employment for all of those employees of the City as certified by the Connecticut State Board of Labor Relations in Decision No. 816-A, issued December 5, 1968, and as amended in Case No. ME-3444, Decision No. 1440-C, issued December 27, 1976. The Employer further recognizes the Union as the bargaining agent for so-called time-pay employees holding the position of program assistant, paraprofessional, clerk aide, truck driver or bilingual aide who are otherwise in all respects appropriate for the bargaining unit. The Employer further recognizes the union as the bargaining agent for W.I.C. employees as described in Case No. ME-13,777, Decision No. 2968, and effective 2/4/2015 further recognizes the Board of Education (only) Information Technology positions identified in SBLR Case # ME-31397.

**1.2** The Union recognizes the Mayor of the City or his/her designated representative, or representatives as the sole representative(s) of the Employer for the purpose of collective bargaining.

**1.3** The Union and the City agree to bargain in good faith on all matters relating to wages, hours and other conditions of employment.

### **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 Union. Such deductions shall continue for the duration of this Agreement. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by law, Union dues for such deduction period shall be deducted in the first dues deduction 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 sixty (60) calendar 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 to receive such amounts from the City.

**2.2** The dues deduction for the Union shall be made during each employee's respective pay period and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.

**2.3** The Employer agrees to deduct from the wages of any employee who is a member of the Union a **P.E.O.P.L.E.** (Public Employees Organizing for Political Legislative Equality) deduction provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the City harmless from any claims arising as a result of any deduction made pursuant to this subsection.

### **ARTICLE 3 - BARGAINING UNIT**

**3.1** This Agreement applies to and includes all employees listed in the certification of the Connecticut State Board of Labor Relations issued December 8, 1968, and Decision No. 929, issued May 18, 1970 as amended in Decision #1440-C issued on December 27, 1976. This shall include all paraprofessionals (Teacher Assistants) and Bus Drivers employed by the Board of Education.

**3.2** 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.

**3.3** The inclusion of a newly established classification will be a subject for negotiations between the City and the Union.

**3.4** Any dispute 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.

### **ARTICLE 4 - UNION ACTIVITIES**

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

4.2 Union officials may attend meetings for the purpose of negotiations during working hours without loss of pay.

4.3 Union officials may attend meetings during working hours without loss of pay, when such meetings are requested and approved by the Labor Relations Director of the City or his/her designee.

4.4 Union officers shall be able to consult with the employer, his/her representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

4.5 During each year up to five (5) employees who are chosen by the Union as official delegates to one state labor convention shall be granted no more than three (3) days of leave for the sole purpose of attending the sessions of such state convention as voting delegates. Once in each two (2) year period, up to five (5) employees who are chosen by the Union to be official delegates to the National Convention of AFSCME shall be granted five (5) days of leave for the sole purpose of attending the sessions of such national convention as voting delegates. The Secretary of the Union will certify in writing, transmitted by certified mail, return receipt requested, to the department head of each employee, with a copy to the Director of Labor Relations, the names of the employees chosen by the Union as said delegates. Said certification shall be postmarked no later than fourteen (14) days prior to the first day on which the leave is to become effective.

4.6 The parties agree that the position of President of AFSCME Local 1522 shall be a full-time union position and shall be a paid position by the employer.

#### **ARTICLE 5 - VISITS BY UNION REPRESENTATIVES**

Accredited representatives of the American Federation of State, County and Municipal Employees, shall have access to the premises of the Employer, at reasonable times, provided he/she notifies the supervisor in the work area of his/her presence when he/she arrives, and his/her presence will not disrupt the orderly routine of the department.

#### **ARTICLE 6 - BULLETIN BOARDS**

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

## **ARTICLE 7 - SENIORITY AND PROBATION**

**7.1** Seniority shall mean the length of service to the municipality. Such seniority shall apply to the employee's rights in case of layoff, re-employment, transfer, bidding, promotion, and vacations as provided in this Agreement.

**7.2** For the purpose of this article and section, an employee's seniority shall be their most recent date of hire.

**7.3** New employees (non-seasonal) shall have a probationary period of one hundred and eighty (180) calendar days, which shall not include sick or other absent days, and upon successful completion of this period they shall be classified as permanent employees. The probationary period shall be counted as part of the seniority period after the employee is considered permanent. Benefits for probationary employees shall begin on the ninetieth (90th) workday. Termination or other discipline of a probationary employee shall not be arbitrable and the sole and exclusive remedy shall be the grievance procedure under Article 21 through Step 3.

**7.4** The City shall deliver a list of employees with seniority, classification and rate of pay to the Union within ninety (90) days of the signing or anniversary date of this Agreement.

**7.5** Employees who are promoted out of the bargaining unit shall have the right, in the event the employee fails the probationary period or becomes ineligible for the position because of testing, to bump back into the bargaining unit position he/she previously held. If said employee returns back to the bargaining unit, he/she shall be the least senior for assignment of positions within the department. Seniority for this purpose shall be the date on which said affected employee returns to the bargaining unit. This period of time shall be no longer than six (6) months.

## **ARTICLE 8 - LAYOFF AND RECALL**

**8.1** For purposes of this Section, seniority shall mean total length of service within the municipality as defined above.

**8.2** Employees shall be laid off in the following order: (a) part-time bargaining unit; (b) probationary; and (c) regular full-time.

**8.3** In the event that the City makes a reduction in the number of employees in an established job by title for which a Civil Service examination is not required, employees with the least seniority in that job 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-off. An employee shall retain his/her seniority status and right of recall in the specific job title for twenty-four (24) months following the date of his/her lay-off. If the employee refuses recall to an opening in the position from which he was laid off

or fails to report for work on such job at the time and on the day specified, he/she shall lost his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

**8.4** An employee subject to being laid off shall have the right to bump to an equal or a lower classification in the Civil Service code group provided he/she has the ability to do the work required without further training and has greater seniority than the least senior employee in the equal or lower classification.

**8.5** No new persons will be hired for assignment 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.

#### **ARTICLE 9 - TOP SENIORITY**

Ten (10) Officers and thirty (30) Stewards of the Union shall have top seniority in the event of a layoff and recall. The Union shall notify the City in writing, at least semi-annually, of the names and employment location of each employee covered by this Article.

#### **ARTICLE 10 - SUBCONTRACT**

The City agrees that it will not contract or subcontract any work presently being performed by employees in the bargaining unit in the Custodian and Building Maintenance Group and Janitor, excluding Custodians. This shall not prevent the City from contracting or subcontracting for supplementary or emergency service which employees in the bargaining unit are unable to perform during their regular hours of work.

The parties have agreed that the language of Article 10 of the Contract shall be interpreted to cover only the divisions of the Maintenance Division of the Board of Education.

## **II. MANAGEMENT AND THE WORKPLACE**

#### **ARTICLE 11 - MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial 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 and organizational structure required to provide City services; define the duties and responsibilities of each position, subject to the



provisions of Section 13.1, and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; contract for services with other units of government and/or private contractors for the provision of services to or by the City, subject to the provisions of Article 10; determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's 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 some 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 Connecticut Municipal Employee Relations Act, Conn. Gen. Statutes #7-467, et seq).

#### **ARTICLE 12 - DRUG AND ALCOHOL TESTING**

The City reserves the right to conduct drug and alcohol testing. The procedures and requirements shall be consistent with the Connecticut General Statutes.

#### **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

**13.1** The parties acknowledge the value of job function flexibility and agree to the negotiated job description of Maintainer I. An employee may be assigned to perform work in a higher level and will be paid at the wage step at the "acting" maintainer level, which will increase his/her wage rate by not less than ten percent (10%) over his/her regular wage rate. An employee may be temporarily assigned to perform work in a lower level and will not suffer any reduction in pay as a result. The City agrees that assignments shall be for sound business or operating reasons, and, where practicable, seniority. The City shall endeavor in good faith to make these assignments consistent with the principle of distributing them as equitably as practicable. Job function flexibility is designed to increase the flexibility of staff to allow existing employees to cover, for absenteeism on a non-premium pay basis, reduce work practice overtime and increase assignment (job) flexibility.

**13.2** All employees covered by this Agreement will work a forty (40) hour week unless a different number of work hours per week is specified in the attached wage / hours schedule.

**13.3** Supervision shall make overtime assignments consistent with the principle of distributing as equitably as practical among the employees holding the job affected by the overtime assignment.

**13.4** An employee will work overtime when requested to do so by supervision. Employees shall be notified of such assignment as soon as practicable. Employees who do not avail themselves of the opportunity to work overtime shall be charged as if they had worked.

**13.5** In the event that all employees refuse or are not available to work overtime, the least senior employee in the classification and the 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.

**13.6** A record of overtime hours worked by each employee in each department or division shall be posted monthly in each department's bulletin board. Employees acting in a job shall be considered as working that job for purposes of overtime distribution for: a) the balance of any consecutive work day assignment over five (5) working days; and b) overtime at the beginning or end of a shift for the job to which they are assigned. Such employees will not be eligible for overtime in their regular job assignment when eligible as provided above.

**13.7** The workweek of paraprofessional teacher assistants shall be from Monday through Friday inclusive. The workday of teacher assistants shall commence with the students' school day and end at the completion of the students' school day. Teacher assistants are required to attend in-service workshops when such workshops are scheduled within a regularly scheduled workday. Teacher assistants may be required to attend no more than two (2) report card/parent conferences per school year. In addition, teacher assistants shall have responsibility for lunchroom duty. Teacher assistants shall not be used as substitute teachers. The schedule for clerical assistants is not covered by this section.

**13.8** The summer schedule for the greenhouse employees shall be 7:00 a.m. to 3:30 p.m.

#### **ARTICLE 14 - JOB BIDDING AND POSTING**

**14.1** It is the intent of the City and the Union to provide promotional opportunities through the use of a position bidding and a position posting system. It is in the interest of the City and the Union that the City hire for entry level positions - List A positions; thereafter the employee bids for promotions to list B positions, as promotional vacancies occur subject to job required qualifications and seniority. Any disputes as to qualifications shall be subject to the grievance procedure.

**14.2** When a vacancy exists in a List "A" (Appendix A) position, the position shall be filled in accordance with established City hiring policies.

**14.3** When a vacancy exists in a List "B" (Appendix B) position within a department, the City shall post the vacancy for five (5) days. Copies of all List "B" bid postings shall be sent to the Union President. All senior employees within the department may bid for such vacancy. The senior employee who bids, if qualified shall be given the first opportunity to fill the position. If an employee refuses or is found unqualified the position shall go to the next qualified employee. There will be a break-in and probationary period of one hundred twenty (120) days.

**14.4** Employees shall be allowed one (1) successful bid per year. Any employee who bids for a position on a List "B" position shall be precluded from bidding for a period of one (1) year from the date of said successful bid. Successful bid for the purposes of this section shall be a bid which assures the employee incumbency in the position bid for.

**14.5** The seniority and posting provisions of this section will not apply to vacancies for positions outside of the bargaining unit.

#### **ARTICLE 15 - SHIFT PREFERENCE**

**15.1** Shift preference will be granted on the basis of seniority within classifications 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.

**15.2** Shift preference within the Board of Education maintenance division shall be posted for application by employees then actively at work within the division based upon seniority within job classification subject to: a) only employees in another shift can apply; b) no more than two (2) subsequent shift opening need to be posted and filled based upon seniority; c) any other shift opening created as a result of the above process may be filled by management assignment in management's sole discretion; and d) any employee who applies for and is awarded a shift preference shall be precluded from another application for one (1) year from the date the employee began work on such shift.

**15.3** Any employee who is scheduled to report for and who presents him/herself for work, as scheduled shall be assigned at least four (4) hours work on the job for which he/she was scheduled to report. If work in the job is not available, the employee shall be excused from duty, and paid at his/her regular rate - straight or overtime. When an employee reports for and starts to work as scheduled, and is excused from duty before completion of four (4) hours work the employee shall be paid at his/her regular rate, for four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

## **ARTICLE 16 - TRANSFERS**

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer. Employees requesting transfers to a vacant position shall be transferred to equal or lower paying job classification on the basis of seniority, provided he/she has the ability to do the job effectively without further training.

## **ARTICLE 17 - REST PERIODS**

All employee's work schedules shall provide for a fifteen (15) minute paid rest period during each one-half shift. Rest periods will not be annexed to lunches. 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 that occur during the shift.

## **ARTICLE 18 - TRAINING**

**18.1** The City shall establish on the job training programs from time to time to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training. If training is conducted outside normal working hours, no compensation will be paid to employees undergoing training. From the qualified applicants, assignments to training will be in order of seniority.

**18.2** In the selection of trainees, qualified applicants will be determined by the employee's expression of interest, aptitude and work record.

**18.3** A joint committee will be established to review training issues which may be of mutual interest.

## **ARTICLE 19 - SAFETY AND HEALTH**

**19.1** Both parties to this agreement shall hold themselves responsible for mutual cooperative enforcement of OSHA safety rules and regulations.

**19.2** A joint safety committee will be established to study both facilities and equipment utilized by employees who are covered by this agreement. The committee will make reports and recommendations to the Mayor and/or the Superintendent of Schools, as the situation may require. The Union will appoint three (3) members to the committee. The City and the Board of Education as appropriate will appoint three (3) members. The Mayor shall appoint the seventh (7<sup>th</sup>) person to act as chairperson.

## **ARTICLE 20 - DISCIPLINARY PROCEDURE**

**20.1** The City of Bridgeport and its duly authorized representatives shall exercise full disciplinary authority consistent with its' responsibility to direct employees to perform the required work duties in order to achieve department program goals and satisfactory municipal service to the general public.

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

**20.3** Disciplinary action shall include any verbal warning, written warning, suspension without pay, or discharge. The City and the Union agree that the City may take summary action for grave or serious offenses. However, before any summary action is taken by the City for grave or serious offenses, the City shall meet, if practical, with the Union President or a steward regarding the action the City is taking for such offense, in an effort to resolve the dispute.

**20.4** All disciplinary actions shall be appealed through the established grievance procedure.

**20.5** All suspensions and discharges will be stated in writing and transmitted by certified mail, return receipt requested, to the address last provided by the employee. In suspension and discharge cases the Union will be notified of the action, by copy of the letter directed to the employee, transmitted to the Union office by certified mail, return receipt requested.

**20.6** Verbal and written warning shall be removed from disciplinary record after eighteen (18) months upon the employees written request.

## **ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE**

**21.1** Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement including the management rights provisions, shall be settled in the following manner:

**Step 1:** The employee shall verbally take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond verbally to the grievant within five (5) working days. Any disposition at this verbal level will not be cited as precedent by either party.

**Step 2:** If the grievance is not resolved verbally, it must be reduced to writing. The supervisor shall attempt to adjust the matter and shall respond in writing to the

steward and the grievant within ten (10) working days of the initial verbal presentation. Such grievance must contain the following information:

- A. A statement presenting, in a concise manner, the details of the grievance.
- B. A statement outlining the relief sought; and
- C. Specific reference to the clause or clauses of the Agreement, which the grievant feels have been violated.

**Step 3:** If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Chief Steward, to the department head within five (5) working days after the supervisor's response is due. The department head shall respond to the Union Steward or the Chief Steward in writing, within five (5) working days.

**Step 4:** If the grievance still remains unadjusted, it shall be submitted by the Chief Steward to the Labor Relations Director of the City within five (5) working days after the response of the department head is due. Within one week after submission, a meeting will be held between the Union Grievance Committee, (including the Local President and the Staff Representative of Council #4) and a Labor Relations Director or his/her designee. The Labor Relations Director or his/her designee shall respond to the grievance, in writing, at the meeting or within five (5) working days with copies to the Local President and the Council #4 Staff Representative.

**Step 5:** If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the State Board of Mediation and Arbitration. Said Board shall hear and act on such disputes in accordance with its rules and regulation. The arbitrator(s) shall limit their decision strictly to the application, meaning or interpretation of the provision 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 the issue(s).

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

**21.3** Expenses for the arbitrator(s) services and the proceeding shall be borne equally by the Employer and the Union. However, 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).

**21.4** The City and the Union agree that a permanent arbitrator, or other arbitration panels, such as the American Arbitration Association, or the Federal Mediation and Conciliation Service, may be used upon agreement to comply with the requirements of this Step 5. The City may elect to have any grievance concerning discipline heard before the American Arbitration Association (“AAA”) in accordance with its rules but all progressive discipline for any employee must be heard as separate hearing(s). In addition, each party may select three (3) grievances per contract year for hearing before the AAA in accordance with its rules. The party electing a hearing before the AAA shall pay the AAA and arbitrators costs.

**21.5** Grievances initiated by the employer shall be processed in this same manner, but they may be initiated at either Step 3 or Step 4.

**21.6** Nothing contained in this Article shall prevent any employee from processing his/her own grievance through Step 3 of the grievance procedure, providing that the Union shall be promptly notified of such grievance as it is being processed and shall have the right to participate at each step.

**21.7** Only the Union shall have the right to process the grievance to Step 4 and 5 of the grievance procedure and to final and binding arbitration. The employee shall have the right to be present at each step of the grievance procedure including arbitration.

**21.8** The parties will continue the utilization of an expedited arbitration system for cases which both parties agree. The parties designate M. Jackson Weber, Esq. as expedited arbitrator. The rules governing expedited arbitration of the State Board of Mediation and Arbitration will apply.

### **III MONETARY PAYMENTS**

#### **ARTICLE 22 - WAGES**

##### **22.1 – Wage increases**

- A. Effective July 1, 2019, the annual wages of employees shall be increased by two percent (2.0%)
- B. Effective January 1, 2021, the annual wages of employees shall be increased by one percent (1.0%)
- C. Effective January 1, 2022, the annual wages of employees shall be increased by two percent (2.0%)
- D. Effective January 1, 2023, the annual wages of employees shall be increased by two percent (2.0%)
- E. Effective January 1, 2024, the annual wages of employees shall be increased by two percent (2.0%)

Any increase due that have not been paid prior to the signing of this contract will be retroactive to the effective date of the increase.

**22.2** The City shall have discretion to hire new employees at a higher step than entry level when recruitment needs so demand. The City shall give the Union notice within thirty (30) days of such hiring.

**22.3** 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. Teacher Assistants will have the option of spreading their salary over a twelve (12) month period.

**22.4** 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.

**22.5** In no event shall any additional monies received as a result of any other provision of this agreement be considered as a portion of an employee's regular annual, weekly, or hourly rate. The single and sole criterion for making a determination of any employees annual weekly or hourly rate, shall be the salary being paid in accordance with the Wage Appendices.

**22.6** In the event an 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.

**22.7** Except employees who work the school year calendar, all employees on an annual salary and who work a full calendar year shall be paid the wages of their classification based upon fifty-two (52) weeks.

**22.8** Employees required to work in a higher classification than their normal classification shall be paid for the period of time worked. In the event an employee is required to work in a higher classification for more than three (3) months, he/she shall be paid the rate of the higher classification for all work time, vacation, holidays and sick time. If an employee is working out of classification in the same job for six (6) consecutive months without such assignment being broken for not less than ten (10) consecutive working days, then such job shall be posted in accordance with Article 14.

**22.9** Overtime pay shall be paid to all employees who are required to work under any of the following conditions:



A. Time and one-half shall be paid for all work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week.

B. Time and one-half shall be paid for all work performed on Saturday and/or Sunday as such, except that such rate shall not be paid to employees who are on a seven (7) day continuous operation wherein Saturdays and Sundays are part of the regular scheduled four (4) or five (5) day operation. These Employees shall be paid time and one-half for all work performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day, as such, of their regular work week.

C. Overtime shall be paid only once for the hours actually worked in accordance with the above overtime provisions so that there will be no pyramiding of overtime.

**22.10** Teacher Assistants shall be paid straight time for hours actually present at report card conferences. Straight time shall be paid for hours less than eight (8) in a workday. Time beyond eight (8) hours in a given day shall be compensated at time and one-half.

**22.11** Regarding the step increases on the salary chart included as Appendix C in this CBA:

A. All new hired and promoted employees will remain at their hire or promotional rate, for one year. On the first day of the next month following their anniversary date (date of hire or date of promotion), the new hire or promoted employee will be eligible for a merit increase to the next step, assuming the employee has satisfactorily completed his/her probationary period.

B. The Union and the City agree that all existing employees covered by the salary charts, shall be considered for merit salary steps or grade increases on an annual basis, either in January or July of each year as applicable, except existing Maintainer I – Grade I's who are not at the top salary Step at the date of the signing of this Agreement.

C. If the employee was a temporary seasonal employee hired without a break in pay, the time in service as a seasonal employee will be credited up to one year of service for eligibility for the merit increase to the next step. When an employee is promoted, that employee's anniversary date, for step increases purposes, will be the effective date of the promotion.

### **ARTICLE 23 - NIGHT BONUS/WEEKEND DIFFERENTIAL**

**23.1** New employees hired after January 18, 1995 shall be paid the night bonus only for those hours actually worked on the second or third shift.

Employees hired prior to January 18, 1995 shall receive the night bonus as per current practice.

**23.2** There shall be paid to each eligible employee who works the second shift, a night bonus of one dollar and fifteen cents (\$1.15) for each hour worked on the second shift.

**23.3** There shall be paid to each eligible employee who works a third shift, a night bonus of one dollar and thirty cents (\$1.30) per hour for each hour worked on the third shift.

#### **ARTICLE 24 - RETROACTIVE PAYMENTS**

The following provisions shall be paid retroactively under this contract unless otherwise noted: all regular earnings, uniform allowance, overtime, holiday pay, vacation pay, sick pay, teacher's aide pay adjustment, longevity and night bonus for second and third shift which may have been worked or earned between the last day of the expiring CBA and the date on which this contract becomes effective. Retroactive payments shall be limited to employees actively on the City's payroll as of the date of execution of this agreement by both parties.

#### **ARTICLE 25 - CALL-BACK PAY**

When an employee is called in for work outside of his/her regular 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 which are not annexed consecutively, to one end or the other of the working day.

#### **ARTICLE 26 - LONGEVITY**

**26.1** Eligible employees shall receive annual longevity pay each December as follows:

- a)** Five (5) or more years of continuous service - \$400.00.
- b)** Ten (10) or more years of continuous service - \$600.00.
- c)** Fifteen (15) or more years of continuous service - \$700.00.
- d)** Twenty (20) or more years of continuous service - \$900.00.
- e)** Twenty-five (25) or more years of continuous service - \$1,000.00.
- f)** Thirty (30) or more years of continuous service - \$1,100.00.

**26.2** Effective December 1, 2003, employees with ten (10) or more years of continuous service shall be paid longevity pay based upon sixty-five dollars (\$65.00) for each year of continuous service. Such payment shall not exceed eighteen hundred dollars (\$1,800.00) per annum.

**26.3** Effective December 1, 2004, employees with ten (10) or more years of continuous service shall be paid annual longevity pay based upon seventy dollars (\$70.00) for each year of continuous service. Such payment shall not exceed eighteen hundred dollars (\$1,800.00), per annum

**26.4** Employees hired after May 23, 2001 shall only be eligible to receive longevity pay as provided above after ten (10) years of continuous service.

**26.5** Employees who leave the municipal service prior to December of any year shall receive longevity pay pro-rate for the period qualified.

**26.6** In the case of an employee's death before December, the longevity payment shall be made on a pro-rata basis to the CMERS Beneficiary.

**26.7** Any employee entitled to payment under the provisions of this Article shall be paid only once so that there will be no pyramiding of longevity payments.

#### **ARTICLE 27 - TUITION REIMBURSEMENT**

**27.1** The City shall reimburse each employee for the cost of tuition up to two hundred fifty (\$250) dollars per credit for undergraduate courses and three hundred fifty (\$350) dollars per credit for graduate level courses plus the cost of all registration, lab and other fees related to the course. Payment shall be made within sixty (60) days of submission of their cost to the Director of Labor Relations 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. Each employee will be limited to nine (9) credits per fiscal year.

**27.2** The employee must apply and obtain written approval of the Director of Labor Relations 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 shall be capped at ten thousand (\$10,000) dollars per fiscal year for all bargaining unit members.

The employee must remain in City employment for a period of one year after payment for course(s). If the employee leaves prior to one year, he/she will reimburse the City of any tuition received for such course(s).

## **IV BENEFITS**

### **ARTICLE 28 - MEDICAL AND LIFE BENEFITS**

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

**A)** "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Schedule of Benefits as revised a copy of which Schedule is attached to this Agreement as Appendix D (the "Medical Plan").

**B)** Drug prescription family plan (covering all approved medications) with an annual maximum and co-pays as described in the attached "Prescription Benefits" section contained in Appendix D.

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

**D)** The VSP Vision Plan, or its equivalent, as outlined and attached hereto as Appendix E (the Vision Plan").

**28.2** The City 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.

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

**28.4** All members of the bargaining unit hired after December 31, 2015 will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 who meet the retirement eligibility requirements of this article shall be entitled to post-retirement health benefits.

For eligible employees who retire on or after the first day of this Agreement, and their surviving spouses, if any, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: (A) "retiree" shall mean employees who: (1) have completed fifteen (15) years of continuous municipal service and are age fifty five (55) or who have completed twenty five (25) years of continuous municipal service regardless of age; and (2) are eligible

to receive full pension benefits in accordance with the retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and (B) retirees must accept Medicare Part B coverage if eligible.

Effective July 1, 2011 for purposes of this article “retirees” shall mean employees who: (a) have completed twenty-five years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of CMERS. It is the intent of this provision that all current Union members shall be “grandfathered” under the terms of this new agreement. New members hired or promoted into the Union after July 1, 2011 shall only receive retiree medical benefits after twenty-five years of service.

For AFSCME Local 1522 members who retire on or after December 31, 2015, and who are Medicare eligible, the parties agree that these Medicare eligible retirees and their spouses who are Medicare eligible will be provided with a Medicare supplement plan in place of the City's insurance plan. At that time, the premium cost share shall be based on the supplemental plan.

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

**28.5** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension. For terminated employees, the City shall provide such coverage for the employee only but not for dependents, provided that the employee has filed a timely grievance and timely appeals through Step 5 of the grievance procedure and for that period of time until a final decision on the grievance has been rendered in arbitration.

**28.6** 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 28.1 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 pays for the City's Plans as specified in Section 28.1 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 agreed 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.

**28.7** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 28.1 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 28.1 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 28.1 of this Article, 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 28.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

**28.8** The City shall provide a payment in lieu of health benefits for employees that waive such coverage, in the amount of five hundred (\$500) dollars per year.

**28.9** Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement) shall make a percentage contribution of Premium Cost for the Medical Plan and the Prescription Drug Plan. Effective July 1, 2011, all employees shall have such contribution increased to eighteen percent (18.0%) of the premium cost and effective July 1, 2012, the contribution shall increase to twenty-five percent (25%).

Current bargaining unit members hired prior to July 1, 2011, who are active full time employees of the City of Bridgeport on the date this agreement is signed, will have their PCS contribution capped at twenty-five percent (25%) contribution as of June 30, 2012. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

Regardless of start date, any new bargaining unit member hired on or after July 1, 2011 shall pay a health care premium cost share (PCS) for the above-named insurances, which shall be payroll deducted weekly according to the following schedule:

One-year period beginning	PCS Rate
July 1, 2012	25%
July 1, 2013	26%
July 1, 2014	27%
PCS contributions shall increase by 1% per year on July 1 <sup>st</sup> of each year thereafter, until a cap of 50% is reached.	

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

Ten-month employees in the City of Bridgeport Board of education will have their PCS contribution increase to eighteen percent (18%) on September 1, 2011 and twenty-five percent (25%) on July 1, 2012.

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 purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").

**28.10 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 amount 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.

**28.11 A)** For employees who retire on or after June 30, 2003 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or, if eligible and appropriate due to age, a Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement.

**B)** If any employee who retires on or after July 1, 2001 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.

#### **ARTICLE 29 - PENSION PLAN**

**29.1** All employees shall be covered by the Connecticut Municipal Employees Retirement System("CMERS")

**29.2** All Board of Education employees covered by the Board of Education Janitors, Janitresses, and Engineers Retirement Plan, who retire after the execution date of this Agreement, shall be entitled to retirement benefits equivalent to that of CMERF B in effect on the date of their retirement, which are appropriate to the employee's age, length of service with the City, eligibility and other requirements of CMERF B.

**29.3** Employee contributions to CMERS will be on a pre-tax basis.

#### **ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM ("EAP")**

**30.1** The City recognizes that a wide range of problems not directly associated with one's job function can have an undesirable effect on an employee's job performance. The City 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 be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems. It is in the interest of the employee, the employee's family and the City to provide an employee with a service which deals with such persistent problems.

**30.2** The EAP may establish, and therefore discontinue, and provide its services to all City employees and their immediate family members at no cost to the employee or family.

**30.3** The decision to seek the assistance of 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.

**30.4** Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.



**30.5** To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

#### **ARTICLE 31 - WEARING APPAREL**

**31.1** 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. Sanitation employees shall be provided by the City with work clothes of good quality consisting of shirt, jacket and pants. A committee of two (2) union representatives and two (2) City representatives shall be formed to review the protective clothing requirements of all bargaining unit jobs.

**31.2** 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/her job is required to perform manual labor, or any employee who is required to wear a uniform.

**31.3** Each Police Matron shall receive a lump sum payment of two hundred dollars (\$200) as a uniform allowance.

**31.4** The City will issue safety boots to employees as required by OSHA. Boots will be replaced on a one (1) year cycle effective December 1, 2005.

### **V. HOLIDAYS AND LEAVES**

#### **ARTICLE 32 - HOLIDAYS**

**32.1** All members of the bargaining unit shall be paid and have the following days off as holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and any holidays officially proclaimed as such by the President of the United States of America, the Governor of the State of Connecticut, or by the Mayor of the City.

**32.2** 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 on the preceding Friday. Employees in seven (7) day operations will celebrate the holidays on the days they occur.

**32.3** If any employee is required to work on a holiday, he/she shall be paid double time plus holiday pay.

**32.4** Employees are required to work the day before a holiday and the day after a holiday, as defined in Section 32.1 in order to receive pay for the holiday, unless excused in advance on either day for reasons acceptable to the City. Such excusal shall not be unreasonably withheld. Any dispute arising hereunder shall be subject to the provisions of Article 21.

### **ARTICLE 33 - VACATIONS**

**33.1** Vacations of employees covered by this contract shall be in accordance with the ordinances of the City, which are now in effect and which provide for such vacations, including pro-rated vacations for all part-time employees covered by this agreement.

**33.2a** 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.

**33.2b** In each contract year any employee with one (1) or more years of continuous municipal service, but less than five (5) completed years of such service, shall receive two (2) weeks vacation with pay.

**33.2c** In each contract year any employee with five (5) years or more of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks vacation with pay.

**33.2d** In each contract year any employee with ten (10) years or more of continuous municipal service, but less than twenty (20) years of service, shall receive four (4) weeks of vacation with pay.

**33.2e** In each contract year any employee with twenty (20) years or more of continuous municipal service shall receive five (5) weeks of vacation with pay.

**33.3** Employees covered by this Agreement who receive two (2) or more weeks of vacation may exercise the option of carrying over from one vacation year to the next vacation year, one week of unused vacation time. Any employee exercising this option is not eligible for advanced vacation payment for such week carried over.

**33.4** Employees with three (3) weeks or more vacation in addition to the carry-over option set forth above, may elect to work one 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 pay out options may elect to take one or both options in any vacation year. Each employee must take at least one week actual vacation.

**33.5** If any holiday under this agreement shall occur during vacation of any employee, the employee shall not be charged a vacation day in lieu thereof.

#### **ARTICLE 34 - SICK LEAVE**

**34.1** For employees hired prior to July 1, 1992, sick leave shall be earned 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 of employment. For employees hired after July 1, 1992, sick leave shall be earned, at the rate of ten (10) days per year. (.833 days for each calendar month of service). These days shall be granted five (5) days on July 1st and five (5) days on January 1st of each year. Work performed for less than these six (6) month periods shall render these amounts adjusted on a pro-rata basis.

**34.2** All unused sick leave of any employee during continuous employment shall be accumulated to two hundred and thirty (230) days. 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.

**A.** A medical certificate, acceptable to the appointing authority will be required for any absence of three (3) or more consecutive working days.

**B.** In order to be paid sick leave benefits an employee must call in one (1) hour prior to the start of his/her shift.

**C.** An employee who is absent without leave or without calling in for five (5) days or longer will be considered to have resigned from employment with the City.

**34.3** Upon Retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated.

**A.** Effective July 1, 1994, the above stated credit shall be paid on a lump sum basis of fifty percent (50%) of all unused sick leave within fifteen (15) days of the retirement date. All accumulated sick leave as of July 1, 1994 shall, if unused upon retirement, be paid on a lump sum basis at one hundred percent (100%) of accumulated leave at the value of wages earned as of July 1, 1994.

**B.** Upon the death of the employee, the amount of sick leave time accumulated pursuant to the provisions of Section 34.3 shall be payable to his/her beneficiary as designated under CMERF B.

**34.4** The City shall be responsible for the administration of all provisions of this Article. An employee may request a report of his/her sick leave accumulation and use annually. Such request shall be submitted in writing with a copy to the Labor

Relations Office. The City shall respond to the employee in writing within thirty (30) days.

### **ARTICLE 35 - PERSONAL LEAVE**

Up to four (4) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Employee shall give not less than twenty four (24) hours advance notice of the proposed use of a personal day, except in an emergency. Such request will not be unreasonably denied. At the end of each contract year any unused personal leave shall be credited to the employee's sick leave account.

### **ARTICLE 36 - BEREAVEMENT**

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 with the day of death. If there are unusual circumstances, the employee may request additional time off. For the purpose of this Article, the term "immediate family" shall mean and include the following: spouse, mother, father, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, step-parents and foster parents. In addition, such employee shall be granted leave with pay of one (1) day to attend to funeral or wake of an aunt, uncle, daughter-in-law and son-in-law.

### **ARTICLE 37 - LEAVES OF ABSENCE**

**37.1** The department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one year, except that a six (6) month hardship extension may be granted with the approval of the Director of Labor Relations. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be approved in writing 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 the 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/her. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

**37.2** 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.

**37.2a** Any employee so medically disabled shall be granted any benefits provided for short term disabilities (which, during the duration of this contract there are none) and paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.

**37.2b** Any employee medically disabled as 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.

**37.2c** 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.

#### **ARTICLE 38 - FAMILY LEAVE AND MEDICAL LEAVE**

As provided by the 1993 Federal Family and Medical Leave Act ("FMLA"), all eligible employees, pursuant to the City's FMLA Policy, shall be entitled to take up to twelve (12) weeks of unpaid, job-protected leave during any twelve (12) months period for specified family and medical reasons.

#### **ARTICLE 39 - WORKER'S COMPENSATION**

**39.1** In the event that an employee is required to be absent from work due to a job related accident, and as a result thereof, has been determined to be entitled to compensatory Worker's Compensation payment pursuant to the State Statute, such employee shall be paid the difference between eighty percent (80%) of that employees regular straight time weekly earnings and the amount of the weekly Worker's Compensation pay for each of the third (3rd) to twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases, and no differential payment shall be made in any such case.

**39.2** 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 34.2 of this Agreement.

**39.3** 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 it may be modified from time to time, by the Plan Administrator with the approval of the Workers' Compensation Commission.

**39.4** 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 discretion shall not be exercised in an arbitrary or capricious manner. 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, generally no longer than three (3) months, and are designed to return the employee back to his/her regular work.

**39.5** Subject to the limitations provided in Section 37.1 of this Agreement, Workers Compensation leave will be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical improvement.

#### **ARTICLE 40 - JURY DUTY**

For each of its employees who is summoned to serve on a jury in the Superior 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 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 for required jury duty more often than once in a fiscal year.

### **VI. MISCELLANEOUS**

#### **ARTICLE 41 - NON-DISCRIMINATION**

During the term of the Agreement, neither party shall discriminate against any employee because of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation political affiliation or union membership in a manner contrary to state or federal law. The Union agrees to fully cooperate with the City

regarding its obligation under the Americans with Disabilities Act or its obligation under any other provision of law affecting this article. Use of the male or female gender in this Agreement is intended to apply equally to the other.

#### **ARTICLE 42 - RESIDENCY**

No employee is required to live in the City of Bridgeport as a condition of employment or continued employment. Such residency will not deprive the employee of any job promotion or benefits contained in this Agreement or any other entitlement.

#### **ARTICLE 43 - 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 44 - SUCCESSORS AND ASSIGNS**

**44.1** This Agreement and its provisions to the extent allowed by applicable law shall be binding upon the City, all the City's successors and assigns and upon Local 1522 and all the Local's successors and assigns.

**44.2** Unless otherwise limited by the contract, the City agrees that it will not sell, lease, assign or transfer any part, division, sub-division, department or unit of the Local 1522 bargaining unit without the requirement that the buyer lease or assignee agrees in writing that it will retain all present employees and recognize Local 1522 as the collective bargaining representative. In order to ensure compliance with this requirement the City agrees to allow Local 1522 to review all contracts entered into between the third party and the City.

**44.3** This clause may be enforceable under the arbitration clause of this Agreement or the Municipal Employees Relations Act.

**44.4** The City agrees that in addition to any and all other legal actions and causes available, specific performance of the obligations under the successors and assigns article shall be a remedy available to Local 1522 in the event of a violation. Said specific performance may be preceded by injunctive relief prohibiting the sale, lease assign, transfer, or relinquishment.

#### **ARTICLE 45 - ZOO**

In the event that employees at the zoo are required to enter a cage for any reason, the City will provide all animals with shift cages, with exception of the zoo elephants. Shift cages shall also be provided for the Animal Shelter.

**ARTICLE 46 - TERMINATION**

46.1 This Agreement shall be effective as of July 1, 2019 and shall remain in full force and effect until June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred and fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

**ARTICLE 47 - COPIES OF THIS AGREEMENT**


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. Council #4 Office is to receive five (5) signed copies of this Agreement from the City.

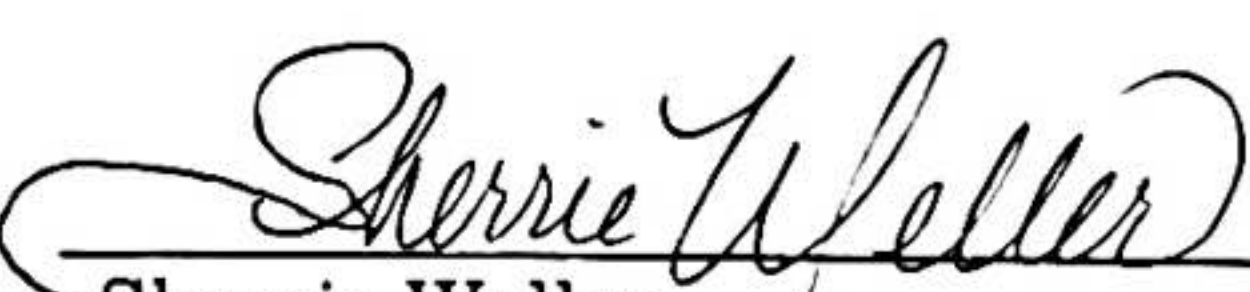
**ARTICLE 48 - CLERICAL ERRORS**

AFSCME Local 1522 and the City of Bridgeport are entering into a Collective Bargaining Agreement. The parties agree to fully cooperate and adjust the Collective Bargaining Agreement for any clerical errors contained within the agreement. It is the intention of the parties that if any clerical errors do occur that the City and AFSCME Local 1522 Council 4 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 procedures established in Article 21 of the Collective Bargaining Agreement.

**FOR THE CITY**

 **3/15/21**  
\_\_\_\_\_  
Joseph P. Ganim, Mayor

 **3/15/21**  
\_\_\_\_\_  
Eric Amado,  
Director of Labor Relations

  
\_\_\_\_\_  
Sherrie Weller,  
President AFSCME Local 1522

  
\_\_\_\_\_  
Paul Lavalley,  
Staff. Rep., AFSCME Council 4



## APPENDIX A - LIST A

### Entry level positions

The below listed positions shall be filled in accordance with established City hiring practices.

Accounting Specialist  
Assistant, Security  
Attendant Handicapped Children  
Clerical Assistant (10 months)  
Clerical Assistant (12 months)  
Custodial Assistant I  
General Chauffeur  
Golf Course Ranger  
Instructional Assistant  
Janitor/Janitress  
Locker Room Attendant  
Maintainer I Grade I  
Maintainer I Grade II  
Media Specialist  
Museum Caretaker  
Payroll Assistant  
Police Matron  
Reproduction Specialist  
Ticket Seller  
Zoo Attendant

## APPENDIX B - LIST B

Promotional opportunity positions. See Article 14.3 for posting requirements.

Academic Behavioral Support Facilitator	Payroll Support Partner (35 Hrs.)
Accounting Assistant	Payroll Support Partner (37.5)
Assistant Reading	Program Assistant
Attendance Intervention Liaison	Program Assistant
Behavioral Specialist	Reading Program Assistant
Bilingual Program Assistant	Recreation Therapist
Boat Captain	Schools to Careers Program Assistant
Bookmobile Driver	Secretarial Program Assistant
C.I.E. Program Assistant	Senior Zookeeper
Caddie Master	Sewage Plant
Captain Golf Course Rangers	Sewage Plant Lubricator
Clerical Specialist (10 months)	Sewage Treatment Plan Technician
Clerical Specialist (12 months)	Sewer Inspector
Custodial Assistant II	Spanish Speaking Social Worker
Data Processing Specialist	Special Education Assistant
Dispatcher	Special Education Van Drive
Early Childhood Program Assistant	Speech/Hearing Assistant
Elevator Operator	Systems Support Coordinator
Engineering Aide IV	Technician
Grants Support Partner	Therapeutic Support Facilitator
Greenhouseman I	Time Keeper
Greenhouseman II	Transportation Specialist
Home School Coordinator	Warehouse Men
Incinerator Operator	Warehouseman/Truck Driver
Instrument Technician Sewage Plant	Young Parents Program Assistant
Insurance Coordinator	Zoo Keeper
Library Program Assistant	PC Support Technician
Math Program Assistant	PC Network Engineer
Messenger	Network Engineer
Ombudsperson	Computer Technician – Full Time
Parking Attendant	
Parking Cashier	
Payroll Specialist	

**MOU RE RED LINED EMPLOYEES**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AFSCME, LOCAL 1522  
AND  
CITY OF BRIDGEPORT

DATED: December 15, 2020

This letter is being issued simultaneously with and as a supplement to the 2019-2024 collective bargaining agreement between the City of Bridgeport and Local 1522, AFSCME Council #4, AFL-CIO (the "Contract"). Attached to this letter is a Schedule A listing the employees, positions, and the salary as of June 30, 1999 for employees in the under the Contract who are red-circled at a rate of pay different than that provided for under the Salary Schedules attached to the Contract as Appendix C. Pursuant to the Contract and previous agreements dated January 18, 1995 and December 7, 1998, the salaries for the employees listed in Schedule A attached hereto will be adjusted to reflect the across the board increases granted to other Union members as set forth in Article 22.1 of the Contract. The increases for employees on Schedule A attached hereto will have the same retroactive effect as those for other employees under the Contract. Any such increases will no longer apply once the listed employee no longer occupies the position in which the employee is red-circled, and the red-circled rate will not apply to any other employee not listed in Schedule A attached hereto.

FOR THE CITY

FOR THE UNION

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Eric Amado  
Labor Relations Director

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Paul R. Lavallee  
AFSCME, Council 4

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Sherrie Weller, President  
AFSCME, Local 1522

## Schedule A

### LIST OF RED-LINED EMPLOYEES IN AFSCME, LOCAL 1522

#### BOARD OF EDUCATION EMPLOYEE

EMPLOYEE	TITLE	SALARY AS OF 06/30/99
Lee B. Taylor, Jr.	Janitress	\$23,515.00
Gloria Isaac	Janitress	\$23,515.00
Maria Vincente	Janitress	\$23,515.00
Erma M. Hopkins	Janitress	\$23,515.00