

**A G R E E M E N T**  
**between**  
**THE CITY OF BRIDGEPORT**  
**and**  
**THE CONNECTICUT LABORERS' DISTRICT**  
**COUNCIL FOR THE BRIDGEPORT PUBLIC**  
**EMPLOYEES UNION LOCAL 1224**

**July 1, 2018 to June 30, 2022**

## Contents

PREAMBLE.....	4
<b>I. THE UNION AND UNION SECURITY.....</b>	<b>4</b>
ARTICLE 1 - RECOGNITION .....	4
ARTICLE 2 - CHECK-OFF .....	4
ARTICLE 3 - BARGAINING UNIT .....	5
ARTICLE 4 - UNION ACTIVITIES.....	6
ARTICLE 5 - BULLETIN BOARDS .....	6
ARTICLE 6 - SENIORITY.....	6
ARTICLE 7 - LAY-OFF AND RECALL.....	7
ARTICLE 8 - TOP SENIORITY .....	8
<b>II. MANAGEMENT AND THE WORK PLACE .....</b>	<b>8</b>
ARTICLE 9 - MANAGEMENT RIGHTS.....	8
ARTICLE 10 - HOURS OF WORK AND OVERTIME.....	9
ARTICLE 11 - VACANT POSITIONS/TRANSFERS.....	10
ARTICLE 12 - REST PERIODS.....	11
ARTICLE 13 - DISCIPLINARY PROCEDURE.....	11
ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE .....	11
<b>III. MONETARY PAYMENTS .....</b>	<b>13</b>
ARTICLE 15 - WAGES.....	13
ARTICLE 16 - CALL BACK PAY.....	14
ARTICLE 17 - LONGEVITY .....	14
ARTICLE 18 - PAYMENT OF TUITION.....	15

<b>IV. BENEFITS</b> .....	<b>15</b>
ARTICLE 19 - INSURANCE.....	15
ARTICLE 20 - PENSION PLAN.....	21
ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM (EAP).....	21
<b>V. HOLIDAYS AND LEAVES</b> .....	<b>22</b>
ARTICLE 22 - HOLIDAYS.....	22
ARTICLE 23 - VACATIONS .....	23
ARTICLE 24 - SICK LEAVE.....	24
ARTICLE 25 - PERSONAL LEAVE .....	24
ARTICLE 26 - BEREAVEMENT LEAVE .....	25
ARTICLE 27 - LEAVES OF ABSENCES.....	25
ARTICLE 28 - CATASTROPHIC DISABILITY LEAVE.....	26
ARTICLE 29 - WORKER'S COMPENSATION.....	26
ARTICLE 30 - JURY DUTY.....	27
<b>VI. MISCELLANEOUS</b> .....	<b>27</b>
ARTICLE 31 - NONDISCRIMINATION .....	27
ARTICLE 32 - COPIES OF THE CONTRACT .....	28
ARTICLE 33 - SAVINGS CLAUSE .....	28
ARTICLE 34 - AMERICAN'S WITH DISABILITIES ACT.....	28
ARTICLE 35 - TERMINATION OF CONTRACT .....	28
ARTICLE 36 - AIRPORT CERTIFICATION SPECIALISTS (ACES).....	28
ARTICLE 37 - MISCELLANEOUS PROVISION.....	29
ARTICLE 38 - JOB RECLASSIFICATION.....	30
SIGNATURES .....	31
APPENDIX A - JOB GROUPS.....	32
Appendix B Healthcare Benefits.....	34
Appendix C - Vision Benefits.....	42

Appendix D - Board of Ed Coordinators .....	43
Appendix E - LIUNA Members .....	44
Appendix F - Agreement Regarding Premium Cost Share .....	47
Appendix G - Healthcare Plan Change Agreement .....	49
Appendix H - Tentative Agreement of 06/08/2009 .....	50
Appendix I - Tentative Agreement of 10/13/2015 .....	53
Appendix J - 2018-2018 CBA Extension Agreement .....	55
Appendix K - On Call Agreement Regarding ITS Services .....	56

## **PREAMBLE**

This Agreement is entered into by the City of Bridgeport, (the "Employer" or the "city") The Connecticut Laborers' District Council for the Bridgeport Public Employees Local Union 1224 (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 other terms and conditions of employment for all of those positions or (substantially similar positions not presently included in another bargaining unit) in the City of Bridgeport, listed by job groups herein, (see Appendix A attached hereto). The Union reserves the right to claim additional or changed positions.

1.2 The Union 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 parties further agree to bargain in good faith on all matters relating to wages, hours and other terms and 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. 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 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 sixty (60) 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 Union to receive such funds from the City.

The City shall institute a separate payroll deduction, for all employees who

elect to contribute to the Laborers' Political league.

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

**2.3 Union 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 Union 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 Union or pay to the Union an amount equal to dues payable by Union 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 31st day following the beginning of such employment become and remain members in good standing in the Union or pay to the Union 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 Union.

**2.4** The Union 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 Union 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 sixty (60) calendar days after the date such deductions were or should have been made.

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

**3.1** This Agreement applies to and includes all employees of the City of Bridgeport listed in Article 1 – Recognition and Appendix A of this Contract.

**3.2** Reduced-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. Temporary positions of four (4) months or less shall be excluded from the bargaining unit.

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

**3.4** 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.

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

4.1 The City agrees that a Union Officer 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 department head 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 Four Union officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.

4.3 Appropriate Union officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Officer.

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

4.5 Designated Union representatives or officials shall be granted a total of twenty (20) paid working days per year on an accumulative basis to attend Union conference, conventions and meetings, twenty-five (25) days every five (5) years (this shall be for attendance at the International convention 2016. The Union will provide the City with reasonable advance notice of such leave. Further, the union may request, and the City through its Director of Labor Relations shall consider additional leave with pay for such Union representatives or officials to attend training or educational sessions in connection with their Union responsibilities. The decision shall be in the discretion of the City's Director of Labor Relations but shall not be arbitrary and capricious.

#### **ARTICLE 5 - BULLETIN BOARDS**

5.1 The City will furnish and maintain suitable bulletin boards in convenient places in each work area and 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. Currently there are bulletin boards at City Hall, 45 Lyon Terrace near Room 106, and in the 2<sup>nd</sup> floor lunch room at the Margaret Morton Government Center, 999 Broad Street.

#### **ARTICLE 6 - SENIORITY**

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

**6.2** All new employees (non-seasonal), shall have a probationary period of one hundred eighty (180) calendar days, and upon successful completion of this period they shall be classified as regular employees. The probationary period shall be counted as part of the seniority after the employee is considered regular. Probationary employees shall accrue vacation benefits during their probationary period, however they will not be allowed to take vacation until after the completion of their probationary period. During probation, the City may dismiss an employee as unsatisfactory or otherwise discipline an employee, and such action shall not be subject to the grievance and arbitration process.

**6.3** All employees promoted or transferred to a new or higher classification shall serve a trial period of forty-five (45) calendar days, and upon successful completion of this period they shall be classified as regular employees. Should the employee fail the trial period he/she shall revert to the previously held position.

**6.4** Seniority shall mean length of service to the municipality. Such seniority shall apply to the employee's rights in cases of lay-offs (within job group), re-employment, and vacation.

#### **ARTICLE 7 - LAY-OFF AND RECALL**

**7.1** In the event that the City makes reduction in the number of employees in an established job group, employees with the least seniority will be laid-off first. A listing of established job groups is attached as Appendix A which is incorporated herein by reference. In all cases of reduction in force or reorganization where layoff occurs, the City will provide the Union as much reasonable advance notice as possible and in no event shall such notice be less than thirty (30) calendar days unless an emergency or unforeseen circumstance arises, in which case the City will notify the Union as soon as possible. Subsequent recalls to open positions in that particular job and job group 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 group for twenty-four (24) 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.

**7.2** No new person will be hired or assigned to a vacancy in the bargaining unit so



long as employees on layoff and with rights to recall possess the required skills and ability to perform the work. The City shall recall the three (3) most senior laid off employees with the required skills and ability to be interviewed for the open position.

The Department head shall have the ability to choose among them based upon the interview. If the skills and ability are relatively equal, then seniority shall be the determining factor. The recalled employee shall have up to a three (3) month probationary period in the recalled position. If the Department Head or Supervisor determines that the recalled employee does not have the required skills or ability to do the job, the employee will be returned to the layoff list. In the event that the employee is unsuccessful, the second ranked interviewed candidate will be selected. The City in its determinations as to whether skills and ability are relatively equal and as to whether the employee awarded the vacancy has demonstrated the required skills and ability to do the job shall be subject to grievance and arbitration only on the basis that the decision is arbitrary, capricious, or in bad faith. The provision does not limit the City's right to terminate an employee for just cause.

**7.3** Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump down to another job within their group; for which he or she is qualified, provided they have greater seniority than employee(s) occupying the lower job. The City's determination as to qualification shall be subject to grievance and arbitration only on the basis that the decision is arbitrary, capricious or in bad faith.

**7.4** If it becomes necessary to lay-off, the following shall be the order of lay-off by job groups:

1. Reduced time bargaining unit employees;
2. Probationary employees;
3. Regular full time bargaining unit employees by inverse order of length of service with the Municipality.

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

## **ARTICLE 8 - TOP SENIORITY**

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

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

### **ARTICLE 9 - MANAGEMENT RIGHTS**

**9.1** Except as specifically abridged or modified by any provision of this Agreement, the City will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of service offered by the City; direct its employees; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public; exercise control and discretion over its organization and the technology of performing its work; and, fulfill all of its legal responsibilities.

The City retains the right to contract-out services performed by the unit. The City agrees to notify the Union of its decision as soon as possible. In exercising this right, the City shall endeavor in good faith to secure continued employment of unit members with the contracted service. This provision does not absolve either party of its respective obligation to bargain the impact of any such decision.

The above rights, responsibilities and prerogatives are inherent in the City Council of the City of Bridgeport and its Mayor, by virtue of statutory ordinance or charter provisions, and provisions, and may be subject to grievance or arbitration proceedings only as specifically provided for in this Agreement.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

**10.1** All employees covered by this agreement will work 9:00 a.m. - 5:00 p.m. with a one-hour unpaid lunch period. The hours and days of work for all employees covered by this Agreement may be changed for seasonal and operating reasons or for the convenience of the public, after the City meets and confers with the Union regarding such changes.

Employees assigned to the Construction Management Division are required to work a forty (40) hour work week.

**10.2** Department heads shall make overtime assignments consistent with the principle of distributing overtime as equitably as practicable among the employees holding the job effected by the overtime assignment.

**10.3** An employee will work overtime when requested to do so by their supervisor. Employees shall be notified of such assignment as soon as possible.

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

**10.5** Subject to approval of the Director of Labor Relations, employees may request a flexible work schedule. The approval shall be subject to the condition that the economy and efficiency of operations are not hereby impaired, and such approval shall not be unreasonably denied.

**10.6** Those employees eligible for overtime shall be paid at straight time for those hours worked in excess of their regular hours up to forty (40) hours per week; and at a rate of one and one-half (1½) for those hours in excess of forty (40) hours per week.

**10.7** Those employees not eligible for overtime due to the budgetary constraints of their Department shall receive one (1) hour of compensatory time off for each hour worked in excess of their regular hours up to forty (40) hours per week; and at a rate of one and one-half (1½) hours of comp time for each hour thereafter. Compensatory time shall be used within sixty (60) days unless such period is extended by the department head.

**10.8** Employees will only be compensated for work performed in excess of their normal working hours if such work is authorized in writing by their Department Heads.

Employees may be required to take time off that day or that week in lieu of comp time or overtime pay.

**10.9** The City, at its sole discretion, and subject to its normal staffing approval process, shall have the ability to increase the work hours and salary of an employee and/or position from 35 to 40 hours per week. The City, also at its sole discretion, but with two (2) weeks notice to the employee, may reverse the above increase in work hours and salary.

## **ARTICLE 11 - VACANT POSITIONS/TRANSFERS**

**11.1** The City agrees that vacant positions in the bargaining unit shall be posted for a minimum of ten (10) working days in the Human Resources Office.

**11.2** The City shall send a copy of the posting to the Union prior to or at the time of the posting.

**11.3** The City shall give the job description of any new classification to the Union as early as practical before its release.

**11.4** Employees in the bargaining unit who meet the minimum qualifications may apply for the position. The City agrees that preference shall be granted to employees with substantially equivalent qualifications in accordance with seniority in the filling of vacant positions within the bargaining unit. However, final determination as to the filling of such positions shall be at the sole discretion of management.

11.5 The City may transfer and assign employees provided that the department head or immediate supervisor shall meet and explain the reasons for the transfer or assignment to the employees. Transfers and assignments shall not be arbitrary and capricious. The City further agrees that transfers and assignments shall not reduce the normal weekly work hours or regular base salary, excluding overtime, of the employee.

## **ARTICLE 12 - REST PERIODS**

12.1 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.

12.2 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 which occur during the shift.

## **ARTICLE 13 - DISCIPLINARY PROCEDURE**

13.1 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.

13.2 All disciplinary action shall be based upon just cause.

13.3 Disciplinary action shall include (a) a verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge. The City and the Union 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 an employee who has received a verbal or written warning and where a period of one (1) year has elapsed without the employee's having received any further discipline, the City shall, upon request of the employee, remove the aforesaid warning from the employee's file.

13.4 All disciplinary actions may be appealed through the established grievance procedure within ten (10) days of their occurrence through Step III, (binding arbitration).

13.5 All suspensions and discharges must be stated in writing and a copy given to the employee and the Union Representative.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

**14.1** 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 Union Representative, with or without the employee, shall file the grievance or dispute with the employee's Department Head within ten (10) working 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 Union Representative with or without the employee to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working days.

**STEP II** - If the grievance still remains unadjusted, it shall be presented by the Union Representative to the City's Labor Relations Office, in writing, ten (10) working days after the response of the Department Head is due. The written grievance shall be presented on a grievance form and shall include a statement of the facts and contract provisions involved and the remedy or correction requested. Within seven (7) working days after submission, a meeting shall be held between the Union Representative and the Labor

Relations Office for the purpose of adjusting the grievance. The City's Labor Relations Office shall respond in writing to the Union Representative, (with a copy of the response to the local Business Manager) at the meeting or within seven (7) working days.

**STEP III** - If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Officer is due, or within fifteen (15) days following receipt of the written reply by the Labor Relations Office, 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) working 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 as expeditiously as possible. Said arbitrator(s) shall hear and act on such dispute in accordance with applicable rules and regulations, or other rules and regulations agreed upon in writing by the City and the Union. 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) calendar days after the conclusion of testimony and argument.

**14.2** 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).

**14.3** Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II by submitting it to the Business Manager.

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

**14.5** The City and the Union 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.

**14.6** Upon mutual agreement, the parties may utilize an expedited arbitration system.

### **III. MONETARY PAYMENTS**

#### **ARTICLE 15 - WAGES**

**15.1A** Effective July 1, 2018, there shall be a two percent (2%) increase in salaries.

**15.1B** Effective January 1, 2020, there shall be a two percent (2%) increase in salaries.

**15.1C** Effective January 1, 2021, there shall be a one percent (1%) increase in salaries.

**15.1D** Effective January 1, 2022, there shall be a two percent (2%) increase in salaries.

**15.2** 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 weekly earnings reduced to an hourly rate.

**15.3** In determining an employee's rate of pay for any monetary benefits 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.

**15.4** In no event shall any additional monies 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.

**15.5** All employees on an annual salary shall be paid their wages based on fifty-two (52) weeks.

**15.6** Employees assigned by the Department Head to perform substantially all of the duties of a position with a higher salary and greater responsibilities, for a period of time in excess of ten (10) consecutive working days, shall be paid the difference of their base rate and the rate of the higher position.

Such assignments shall be pre-approved by the Director of Labor Relations in order to be eligible for payment.

**15.7** If the duties, responsibilities, or hours of a position assigned to an employee are substantially increased on a permanent basis, the parties will meet within ten (10) working days of a request to negotiate a salary, to reflect such substantive changes. In the event the parties are unable to agree, either party may invoke the expedited notices for arbitration pursuant to the rules and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding and the costs of arbitration shall be paid equally by the parties.

**15.8** Any retroactive payments made under this Agreement will only be made to those who are employed by the City on the date of execution of this Agreement.

**15.9** The individuals assigned to work the night shift in the IT's department has his/her regular work assignment shall receive a night shift differential of \$1.15 per hour. This payment to this position will apply to any employee regularly assigned to the night shift which shall be defined as a work day which is regularly scheduled to commence on or after 4:00 p.m. and end on or before 8:00 a.m.

**15.10** Effective July 1, 2010 all bargaining unit members shall be paid through the City's "direct deposit" payroll system.

## **ARTICLE 16 - CALL BACK PAY**

**16.1** When an employee, 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.

## **ARTICLE 17 - LONGEVITY**

**17.1** Effective June 30, 1994, each employee who has or will have five (5) or more years of municipal service by October 1, of said contract year, shall receive an annual payment calculated by multiplying the sum seventy-five (\$75.00) dollars by the number of years of such completed service.

**17.2** Employees hired on or after July 1, 1992, shall not be eligible for longevity pay until such employees shall have ten (10) or more years of municipal service by October 1<sup>st</sup> of said contract year.

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

#### **ARTICLE 18 - PAYMENT OF TUITION**

**18.1** The City shall reimburse each employee for the cost of tuition up to one hundred fifty (\$150) dollars per credit for undergraduate courses and two hundred (\$200) dollars per credit for graduate level courses plus the cost of books and 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 labor negotiator and upon satisfactory completion of 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 shall be limited to twelve (12) credits per fiscal year. The employee must apply and obtain written approval of the City's Labor Relations Director 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 sixteen thousand (\$16,000) 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, the employee must reimburse the City for any tuition and other reimbursed costs for such course(s). This Section will not apply to employees who are laid off from the City.

The City will then credit the LIUNA tuition account so that these funds may be used by another LIUNA member.

An employee during the probationary period shall not be eligible for tuition reimbursement.

### **IV. BENEFITS**

#### **ARTICLE 19 - INSURANCE**

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

**A)** "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V- Schedule of Benefits, (Revised 7/1/10), a copy of which is annexed to the originals of this Contract and is on file with



the City and the Union

**B)** Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment shall be five dollars (\$5.00) for generic drugs; ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy benefits manager; and twenty five dollars (\$25.00) for all other drugs (the "Prescription Drug Plan"). Prescriptions shall be limited to a thirty (30) day supply at retail. For refills beyond the third, mail order must be utilized for maintenance drugs on the list maintained by the City's pharmacy benefits manager, or the co-payments and employee contribution provided for 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 VSP Vision Plan, or its equivalent, as outlined and attached hereto as Appendix C.

**E) Effective October 1, 2018 Sections A and B above shall be replaced by:** "Healthcare Benefits" (Medical and Prescription Drugs) in accordance with the State of Connecticut Partnership 2.0 Plan, a summary of which is annexed to the originals of this Contract and is on file with the City and the Union (see Appendix B – Summary of Benefits and Appendix G – Healthcare Plan Change Agreement

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

**19.3** 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).

**19.4** For employees who have retired or will retire 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) "Retirees" shall mean employees who: a) have completed twenty-five (25) years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B; and B) Retirees must accept Medicare Part

B coverage if eligible.

For employees who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the City's insurance plan. At that time, the premium cost share as specified in Article 19.12 and 19.13 shall be based on the supplemental plan. Subject to the final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan the retiree and covered dependents are enrolled in:

- For retirees and their spouses attaining Medicare eligibility after the actual Retirement date, the premium cost share shall be based on 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.

In addition, effective July 1, 2009 any newly hired or promoted employees into a LIUNA bargaining unit position shall only receive the above benefits after twenty-five (25) years of service.

Any current LIUNA member, listed on the attached Appendix who meets the above qualification and who may in the future change jobs within LIUNA, shall continue to be covered under the terms of the current agreement and will not be subject to a change in healthcare premium cost share (PCS) or years needed for retirement. (See Appendix E & F)

**19.5** It is the intent of this Agreement that all current LIUNA members hired on or before July 1, 2009 in accordance with Appendix E shall be "grandfathered" and continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided 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 the age; and
- B. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of MERF-Fund B.
- C. Retirees must accept Medicare Part B coverage if eligible.

All employees hired after December 31, 2015, will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall be entitled to post-retirement health benefits.

**19.6** Whenever an employee covered by this agreement is suspended, all health

benefits and insurance shall be provided throughout the period of suspension.

**19.7** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 19.1 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 Insurance Plans as specified in Section 19.1 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 cost.

**19.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 19.1 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 19.1 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 19.1 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 19.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

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

**19.9a** The City and the Union agree to phase out the insurance buyout for employees who accept the buyout but remain covered by the City. Beginning on July 1, 2016 the buyout will be reduced to the following:

July 1, 2016 insurance buyout will be reduced to \$1,500.00;

July 1, 2017 insurance buyout will be reduced to \$1,000.00;

July 1, 2018 insurance buyout will be reduced to \$500.00;

Commencing on July 1, 2018, there will be no buyout available to those employees receiving health benefits from the City. For employees hired after December 31, 2015, no insurance buyout will be available if that employee receives health benefits from the City, generally from a spouse or other relative.

19.9b For those employees who receive health insurance from a source outside of the City, the buyout available to them will be as follows:

July 1, 2016 increase to \$2,500.00;

July 1, 2017 increase to \$2,750.00

July 1, 2018 increase to \$3,000.00

**19.10** 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.

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.

**19.11** Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement) shall contribute twelve percent (12%) of the Premium Cost for the Medical Plan and the Prescription drug Plan effective on July 1, 2009. Such contribution will increase to fifteen percent (15%) effective July 1, 2010. Effective January 1, 2011 such contribution shall increase to twenty-one percent (21%). Effective July 1, 2011 such contribution shall increase to twenty-five percent (25%). 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 Reduction Act (COBRA).

**19.12** LIUNA members as of December 17, 2010 will have their PCS contribution capped at twenty-five (25%) contribution as of July 1, 2011. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement. (See Appendix E)

**19.13** New bargaining unit members, hired during the term of this bargaining agreement, shall start at twenty-five percent (25%) PCS contribution. There will be a one (1%) percent increase each year for the PCS contribution up to 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 entire period of retirement.

**19.14 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. Participation in the plan shall be voluntary.

**19.15 A)** For employees who retire on or after June 30, 2001 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus an increase in such contributions as such increase may exist from time to time.

**B)** If any employee who retires on or after June 30, 2001 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for and, if eligible, obtain such Alternative Coverage provided that the Alternative Coverage shall not exceed in premium cost and/or contribution 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 lieu of Alternative Coverage. The retiree and the retiree's spouse shall remain in the City's Plan even if Alternative Coverage is obtained, but the City's Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for alternative coverage or the retiree's premium cost and/or contribution would be more than the retiree's payment 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.

**19.16** Divorced employees must notify the City within thirty (30) days of the divorce or repay the City by payroll deduction or pension reduction for the cost of any benefit improperly paid as a result of such failure.

**19.17** Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

## **ARTICLE 20 - PENSION PLAN**

**20.1** 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. The employee contribution to CMERF Fund B shall be on a pre-tax basis in accordance with CMERF requirements subject to all City unions under CMERF Part B agreeing to such change.

**20.2** The City will contribute forty-two (42) cents per employee per work day effective as of October 1, 2002 to the Laborers' International Union of North America National (Industrial) Pension Fund. The parties will use their best efforts to implement such payment as soon as practical after the approval of this Agreement by the City Council but no later than April 1, 2003. The City will increase such contribution by forty-two (42) cents per work day (i.e. to eighty-four (84) cents per day) effective June 30, 2004. Effective June 30, 2008 the City contribution to the LIUNA National (Industrial) Pension Fund shall increase by twelve (12) cents per hour (i.e. to \$1.68 per day).

## **ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**21.1** The City recognizes that a wide range of problems not directly associated with ones' 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 employees' family and the City to provide an employee with a service which deals with such persistent problems.

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

21.3 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.

21.4 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.

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.

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

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

## **V. HOLIDAYS AND LEAVES**

### **ARTICLE 22 - HOLIDAYS**

22.1 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, the Governor of the State of Connecticut and the Mayor of the City.

22.2 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.

22.3 Employees required to work on a holiday at the Department Head'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. At the option of the employee and concurrence of the Director of the Department such employee may elect to take double compensatory time in lieu of such holiday pay.

22.4 If any such holiday shall occur during the vacation of any employee, the employee shall not be charged a vacation day in lieu thereof.

22.5 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 23 - VACATIONS**

**23.1** 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.

**23.2 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) vacation year to the next vacation year, but are not eligible for the option of payout for unused vacation time.

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

**d)** Employees with four (4) weeks or more 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, on or about April 1<sup>st</sup>, in which the election is made. An irrevocable election must be made by December 31<sup>st</sup>, of each year in accordance with the City's Vacation Carry Over Policy as determined by IRS State Statutes and Regulations.

## **ARTICLE 24 - SICK LEAVE**

**24.1 Sick Leave Allowance** - Effective July 1, 1996, those employees hired prior to July 1, 1992 shall earn fifteen (15) sick days; those hired after July 1, 1992 shall earn ten (10) sick days.

For employees hired after July 1, 1996, the days shall accrue, to employees, in the following manner: Five (5) days shall accrue on July 1<sup>st</sup>, of each year and five (5) days on January 1<sup>st</sup>. Employees shall receive the pro-rate share of the five (5) days for each completed month prior to either July 1<sup>st</sup> or January 1<sup>st</sup>.

For employees hired before July 1, 1992, the sick days shall be accrued at the rate of one and one-fourth (1¼) day per month.

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

**24.3** A medical certificate, acceptable to the department supervisor, may be required for any absence consisting of three (3) or more consecutive working days.

**24.4 Sick Leave Pay-Out** - Sick leave accumulated at retirement or death or other separation from City service, shall be paid out as follows:

**a)** Effective July 1, 1992, upon retirement 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 percent (50%) of all unused sick leave earned after July 1, 1992.

**b)** All sick leave accumulated as of June 30, 1992, if unused upon separation shall be paid at the rate of eight-five percent (85%) at the salary dollar, effective on that date.

**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.

**24.5** The City shall maintain a system for tracking employee sick leave accumulation and shall periodically advise the employees of this information. An employee may make one annual inquiry regarding the employee's sick leave accumulation.

## **ARTICLE 25 - PERSONAL LEAVE**

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

**25.2** Employees shall notify their supervisor no later than the prior business day of the proposed use of a personal day except in an emergency.

#### **ARTICLE 26 - BEREAVEMENT LEAVE**

**26.1 Bereavement Leave** - Each employee shall be granted three (3) days leave with pay in the event of a death in his/her immediate family for the purpose of attending the funeral or memorial services. 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.

**26.2** Employees shall be granted one (1) day leave with pay for the death of any aunt, uncle, brother-in-law or sister-in-law.

#### **ARTICLE 27 - LEAVES OF ABSENCES**

**27.1** A Department Head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period of not to exceed one (1) year. No leave without pay shall be granted except upon written request of the employee and a guarantee by that employee that he/she will serve the City for at least one(1) year after his/her return from such leave. Whenever granted, such leave shall be approved in writing and signed by the Department Head and the Director of Labor Relations.

Should the nature of the position require a permanent replacement, upon granting of the leave, the employee shall be notified of that. Upon returning from the leave the employee shall be placed in a substantially equivalent position in which he/she has demonstrated that he/she can perform effectively while in City service.

Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

**27.2** In the event of a hardship and with the approval of the Director of Labor Relations, a Department Head may grant a sixty (60) day extension of said leave but in no event shall any leave exceed a total of fourteen (14) months.

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

## **ARTICLE 28 - CATASTROPHIC DISABILITY LEAVE**

**Intent** – The intent of this article is to allow an employee who becomes disabled and unable to work due to a catastrophic medical illness or condition the opportunity to continue their healthcare insurance for up to one (1) year.

**28.1** Any employee who becomes medically disabled due to a catastrophic illness and is unable to perform their normally assigned duties may apply for medical leave by submitting a written statement from their physician indicating their present physical condition, the nature of the medical disability, the limitations to which that disability imposes upon their ability to continue with their normally assigned duties, and the probable duration of the disability.

**28.2** Any employee so medically disabled within the meaning of this article shall be allowed to continue their City provided healthcare insurance at the same level that existed when they became disabled provided they continue paying their required premium cost share (PCS) contributions for said healthcare insurance.

**28.3** Any employee medically disabled as a result of a catastrophic illness 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.

**28.4** Any employee disabled as a result of a catastrophic illness or medical complications related to the catastrophic illness must return to their position when they are physically able to perform their duties without restrictions. The City may require medical proof of any disability which it considers unduly long in duration.

**28.5** The maximum duration for leave under this article shall be one (1) year from the first date of said leave.

## **ARTICLE 29 - WORKER'S COMPENSATION**

**29.1** Employees determined to be eligible for worker's compensation shall receive such compensation as maybe required by law.

**29.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation statue shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 2 of Article 24, "Sick Leave", of this Agreement.

**29.3** 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 may be modified from time to time.

**29.4 Modified Duty** - 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 employee shall receive his/her regular pay provided he/she works the same number of hours in his/her regular position, otherwise the salary shall be prorated depending on hours worked. The City shall endeavor to utilize the individual in a position where the work is similar to bargaining unit work. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally not to exceed three (3) months in duration and prepare the employee to return to full duty. Nothing herein shall impair an employee's right to take leave provided by external law.

**29.5 Maximum Length of Leave:** The maximum length of the workers compensation leave shall be twelve (12) months or earlier, if the employee has reached maximum medical improvement. In the event of a hardship a sixty (60) day extension may be granted with the approval of the Director of Labor Relations but in no event shall such leave exceed a total of fourteen (14) months.

### **ARTICLE 30 - JURY DUTY**

**30.1** 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 31 - NONDISCRIMINATION**

**31.1** The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any claimed violation of this Article over which the Connecticut Commission on Human Rights and Opportunities and/or federal Equal Employment

Opportunities Commission would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration; thereafter, any such claimed violation may be arbitrated only if so agreed by both parties.

#### **ARTICLE 32 - COPIES OF THE CONTRACT**

**32.1** 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 Union is to receive five (5) signed copies of this Agreement.

#### **ARTICLE 33 - SAVINGS CLAUSE**

**33.1** 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 34 - AMERICAN'S WITH DISABILITIES ACT**

**34.1** Subject to the parties' obligation to bargain pursuant to the Municipal Employees' Relations Act and the specific provision of this agreement, nothing in this Agreement shall prohibit the City from acting to comply with the requirements of the Americans with Disabilities Act. In the event of a dispute with respect to such action, the City may implement a proposed reasonable accommodation for the purpose of compliance with the ADA subject to the Union's right to challenge such action thereafter.

#### **ARTICLE 35 - TERMINATION OF CONTRACT**

**35.1** All provisions of this agreement shall be effective as of the first (1st) day of July 2018 and shall remain in full force and effect until the thirtieth (30th) day of June 2022. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this agreement, In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date. 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 36 - AIRPORT CERTIFICATION SPECIALISTS (ACES)**

**36.1 Wages** - ACES shall maintain their present Civil Service step increases until

an employee reaches the highest step on the scale. For ACES and any other bargaining unit employees whose regular work week consists of four (4) ten (10) hours days, a week's vacation shall consist of four (4) work days and one (1) scheduled day off. For such employees, the per diem for purpose of holiday pay, paid personal days and paid sick days shall consist of ten (10) hours.

An employee who has successfully served in a provisional capacity for a period of one year shall be considered a permanent employee and shall not be subject to any future testing.

**36.2** Any general wage increase negotiated by the parties on behalf of the entire bargaining unit will be added into the ACES step scale structure going forward for all ACES position, regardless of whether they are filled at the time.

#### **ARTICLE 37 - MISCELLANEOUS PROVISION**

**37.1 Civil Service Applicability** - The City and the Union 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. In the event positions in LIUNA are transferred to Civil Service, the City and the Union agree that current employees shall not be required to test for their position. Further, it is agreed that all positions within the Union shall be classified as non-competitive. In such event of a transfer, the parties agree to bargaining regarding the impact.

**37.2 Drug and Alcohol Testing:** The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General Statutes section 31-51t through 31-51bb, inclusive, excluding section 31-51v and will use only laboratories properly certified by NIDA to conduct such test. In the event such test result is positive, the employee will be provided, on the first such occasion, an opportunity to be rehabilitated through referral to the City's Employee Assistance Program (EAP) provided that there is no underlying conduct or event to support a termination for just cause. After successfully completing the rehabilitation program, the employee may be subject to random drug and/or alcohol testing for a period of one (1) year. If the employee fails to complete the rehabilitation program or abide by its conditions, the City reserves the right to proceed with such disciplinary action as it considers appropriate for the underlying event or conduct, based upon just cause. Those employees required to have a CDL license, shall be subject to the Drug and Alcohol Policy applicable to CDL drivers.

**37.3 School Department Employees** - Employees assigned to a school shall be excused with no loss of pay in the event of school cancellation, delayed opening or early closing due to inclement weather. However, if the City is able to utilize these



employees within the scope of their regular duties at an alternative site, the city can require employees to work under these circumstances. The site coordinators in the Board of Education, which positions are specified in the Attached Appendix D, shall receive the week off with pay during Christmas week when schools are not in session provided that such recess shall not exceed five (5) days exclusive of Christmas and New Year's day.

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

**37.5** All other terms and conditions of the current Collective Bargaining Agreement shall remain unchanged.

### **ARTICLE 38 - JOB RECLASSIFICATION**

**38.1** Effective June 1, 2009, the Union and the City will initiate a process to conduct a reclassification and job evaluation of existing LIUNA bargaining unit positions. Said process shall include a review of LIUNA bargaining unit positions and rewriting of existing job descriptions.

**38.2** Said reclassification process shall employ an evaluation system identical or similar to the Position Appraisal Method (PAM)/Job Evaluation system developed by the Public Administration Service (PAS). Said PAM/PAS system utilizes a Point Rating Factor Comparison method of job evaluation. Each position within the bargaining unit is evaluated and rated using the same factors. The Union and the City may also agree to use a different job evaluation system, or they may agree to use the existing City of Bridgeport Civil Service System.

**38.3** The above noted job evaluation process shall be conducted by a committee of four (4), two (2) members appointed by the City and two (2) members appointed by the Union. A fifth (5<sup>th</sup>) member shall be selected by the City and the Union and shall act as a facilitator to the committee for the purposes of conducting the job evaluation study. It is the intent of this agreement that the City and the Union will work together to complete the job evaluation process and establish mutually agreeable job descriptions, position rankings and ratings by December 31, 2009.

**38.4** The reclassification process shall also include a salary and wage study of the existing LIUNA pay plan. It is also the intent of the parties that a new pay plan shall be developed that will employ a step system similar to what is presently in place for other Civil Service bargaining units in the City of Bridgeport.

**38.5** The Union and the City may agree that certain LIUNA positions may be placed in wage schedules and receive step or salary adjustments to be effective July 1, 2010. If the City and the Union fail to agree, the entire job evaluation study or parts thereof shall be referred to a neutral mediator or arbitrator selected by the parties

who shall resolve any disputes concerning job descriptions, position rankings and ratings, and wage schedules including step or salary adjustments. Parties agree that the cost of the neutral arbitrator shall be borne equally by the parties.

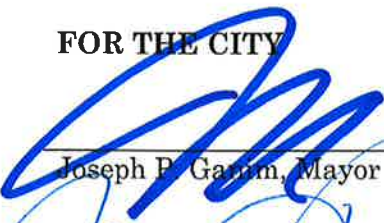
38.6 No current LIUNA member shall be downgraded, or suffer financial loss, as a result of the implementation of the reclassification and job evaluation of existing bargaining unit positions.

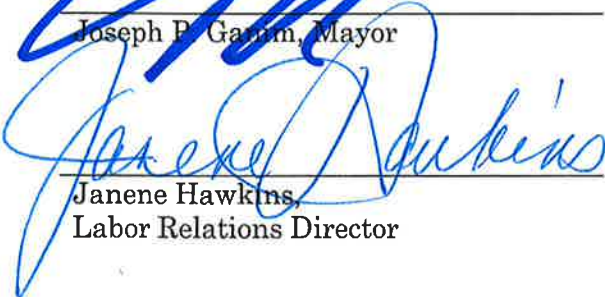
38.7 LIUNA members, who are awarded promotional LIUNA positions in the future, shall be initially placed at the step of the promotional position that represents an actual compensation increase.

**SIGNATURES**


In witness thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the parties hereto set their hands.

**FOR THE CITY**

  
\_\_\_\_\_  
Joseph P. Gann, Mayor

  
\_\_\_\_\_  
Janene Hawkins,  
Labor Relations Director

**FOR THE UNION**

  
\_\_\_\_\_  
Keith Brothers,  
Business Manager, LIUNA Local 1224



# Appendix A

## APPENDIX A - JOB GROUPS

Nutritionist	2
Nutritionist	2
WIC Nutritionist	2
Nutritionist	2
Director -Emergency Service	2A
Airport Certification Specialist	2A
Airport Certification Specialist	2A
Airport Certification Specialist	2A
Director R.S.V.P.	3
Director V.A.	3
Anti Blight Technician	3
Housing Specialist (35 Hrs)	3
Weed and Seed Project Coordinator	3
Community Inclusion Support Sp	3
Program Site Monitor	3
Victim Assistance Coordinator	3
Recreation Coordinator	3
Bilingual-HIV Prevention Couns	3
Transportation Coordinator (35	3
Program Site Monitor	3
Community Project Coordinator	3
Illegal Dumping Coordinator	3
Recreation Coordinator	3
Drug Treatment Advocacy Coordi	3
HIV Intervention Specialist	3
Social Service Coordinator	3
Project Specialist (35 Hrs)	4
Support Specialist I (35 Hrs)	4
Support Specialist II (35 Hrs)	4
Support Specialist II	4
Support Specialist II (35 Hrs)	4
Project Specialist (35 Hrs)	4
Network Architect	4
Support Specialist I (35 Hrs)	4
Data Architect	4
Administrative Assistant	5
Human Resources Generalist (35 Hrs)	5
Administrative Assistant	5
Administrative Assistant	5
Office Coordinator	5
Administrative Assistant	5
Administrative Assistant	5
Office Coordinator	5
Constituent Services	5
Constituent Services	5

Administrative Assistant	5
Administrative Assistant	5
Administrative Assistant	5
Administrative Assistant	5
Benefits Coordinator	5
Administrative Assistant	5
Receptionist	5
Administrative Assistant	5
Employee Services Coordinator	5
Executive Assistant	5
Administrative Assistant	5
Receptionist - Confidential	5A
Administrative Assistant - Com	5A
Secretary	5A
Administrative Assistant (40 H	5A
Administrative Assistant - CAO	5A
Administrative Assistant	5A
Administrative Assistant - OPM	5A
Executive Office Manager	5A
Payroll Account Supervisor	6
Assistant Special Project Mana	6
IDIS/Finance Specialist	6
Capital Projects Fixed Assets	6
Accountant	6
Senior Payroll Administrator	6
Administrative Support Coordin	6
Special Revenue Manager	6
Special Projects Coordinator-P	6
Home Program Specialist	7
Mgr of Housing Construction &	7
Design Review Coordinator	7
Grant Writer	7
Planner 3	7
Planner 2	7
Project Manager OPM Systems	7
Program Manager (35 Hrs)	7
Deputy Director of Hrd	7
Youth Program Manager	7
Grant Writer	7
Sr. Economic Development Assoc	7
Alarm Administrator	7
Sr. Economic Development Assoc	7
Housing Construction Dev. Spec	7
Project Manager OPM Management	7
Community Development Program	7

Contract Compliance Officer	7
Planner 3	7
Relocation Coordinator	7
Sr. Economic Development Assoc	7
Coordinator-Family Resource Center	8
Detention Center Coordinator	8
School Readiness Coord.	8
Coordinator-Parent Center	8
Coordinator (NC)	8
Quality Enhancement Coord.	8
Board of Education Coordinator	8
TOTS Coordinator	8
Site Facilitator	8
Even Start Coordinator	8
Occupational Therapist	8
Occupational Therapist Assistant	8
National Network of Partnership Schools District Facilitator	8

## Appendix B

# CONNECTICUT PARTNERSHIP PLAN



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

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

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

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

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

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

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

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





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

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

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

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

### *Our Network*

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

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

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

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



### *Oxford On-Call®*

*Healthcare Guidance 24 hours a day*

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

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

### *Custom Website*

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

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

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

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

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

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

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

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

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

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

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

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

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

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

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



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

*Health Enhancement Program Requirements*

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

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

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



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





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

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

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

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

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

---

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

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

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

#### **Care Management Solutions**

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

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

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

---

*UnitedHealthcare Oxford*

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

---

*Caremark (Prescription drug benefits)*

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

---

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

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

---

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

# Your Vision Benefits Summary

## Appendix C



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

### Using your VSP benefit is easy.

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

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

### Best Eye Care

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

### Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more<sup>1</sup>. Visit [vsp.com](http://vsp.com) to find a Premier Program location that carries these brands. Prefer to shop online? Check out all of the brands at [Eyeconic.com](http://Eyeconic.com), VSP's online eyewear store.

### Plan Information

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

**VSP Provider Network:** VSP Signature

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

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

<sup>1</sup>Brands/Promotion subject to change

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

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

<b>Your Coverage with Out-of-Network Providers</b>	
Visit <a href="http://vsp.com">vsp.com</a> for details, if you plan to see a provider other than a VSP network provider.	
Exam .....	up to \$40
Frame .....	up to \$45
Single Vision Lenses .....	up to \$40
Lined Bifocal Lenses .....	up to \$60
Lined Trifocal Lenses .....	up to \$80
Progressive Lenses .....	up to \$80
Contacts .....	up to \$105

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

# Appendix D

## Appendix D - Board of Ed Coordinators

### Group 8

Detention Center Coordinator

Even Start Coordinator

Family Resource Center Coordinator

Parent Center Coordinator

Quality Enrichment Coordinator

School Readiness Coordinator

Site Facilitator

TOTS Coordinator

Occupational Therapist

Occupational Therapist Assistant

National Network of Partnership Schools Facilitator

**Appendix E - Benefits Eligibility Based on Date of Hire**

- (1) = Grandfathered under 15/55 rule for retiree medical benefits (Hired on or before 6/30/2009)  
 (2) = Healthcare Premium Cost Share (PCS) capped at 25% (Hired on or before 12/17/2010)  
 (3) = Eligible for retiree healthcare if qualifications met (Hired on or before 12/31/2015)  
 (4) = Not eligible for retiree healthcare benefits (Hired after 12/31/2015)

**Appendix E**

Applicable benefits	Last Name	First Name	MI Sfx	Job Class Description	Position Hire Date	Service Date	Original Hire Date
(1), (2), (3)	JACKSON	STELLA	M	SUPPORT SPECIALIST II (35 HRS)	04/24/2006	07/17/1981	07/17/1981
(1), (2), (3)	LAGE	MARIA	D	EXECUTIVE ASSISTANT OPM	06/21/1982	06/21/1982	06/21/1982
(1), (2), (3)	MILES	MONQUENCELO	T	EMPLOYEE SERVICES COORDINATOR	04/13/1987	04/13/1987	04/13/1987
(1), (2), (3)	THOMPSON	LESLIE	A	ADMIN ASST TO BPD DEP CHF	11/20/2000	10/01/1990	10/01/1990
(1), (2), (3)	HARRIS	MAUREEN		VICTIM ASSISTANCE COORDINATOR	11/25/1997	11/12/1990	11/12/1990
(1), (2), (3)	COUSINS	MARY		SUPPORT SPECIALIST I (35 HRS)	04/24/2006	01/06/1992	01/06/1992
(1), (2), (3)	APPLEBY	SCOTT		DIRECTOR -EMERGENCY SERVICE	10/24/1994	10/24/1994	10/24/1994
(1), (2), (3)	HART	NANCY	A	ADMINISTRATIVE ASSISTANT	02/08/2010	09/28/1996	10/30/1995
(1), (2), (3)	WONG	ROSE	M	COMMUNITY PROJECT COORDINATC	07/20/2016	10/15/1996	10/15/1996
(1), (2), (3)	VERMONT	REGINA		COORDINATOR-FRC	08/31/2016	08/26/1997	08/26/1997
(1), (2), (3)	FELICIANO	MILTA	I	HOUSING CONSTRUCTION DEV. SPEC	08/06/2018	12/15/1997	10/06/1997
(1), (2), (3)	HELMERICH	MARY		SCH. READINESS COORD.	01/27/1998	01/27/1998	01/27/1998
(1), (2), (3)	ROCKHILL	MICHAEL	R	SENIOR PAYROLL ADMINISTRATOR (	11/02/2009	06/05/1999	06/05/1999
(1), (2), (3)	PEREIRA	ESTEBAN		ALARM ADMINISTRATOR	01/10/2000	01/10/2000	01/10/2000
(1), (2), (3)	HARP	MARK		YOUTH PROGRAM MANAGER	02/20/2018	01/23/2001	01/23/2001
(1), (2), (3)	CASTILLO	GLORIA	M	ADMINISTRATIVE ASSISTANT	04/24/2017	03/05/2001	03/05/2001
(1), (2), (3)	CABANAS	REBECCA		RECEPTIONIST	04/15/2002	08/07/2002	04/15/2002
(1), (2), (3)	DISANTO	MARIA	C	CONSTITUENT SERVICES	02/13/2004	02/13/2004	02/13/2004
(1), (2), (3)	PETRONE	JAMES		TRANSPORTATION COORDINATOR (3	12/19/2005	09/14/2004	09/13/2004
(1), (2), (3)	CAVINESS	DEVA	D	ADMINISTRATIVE ASSISTANT	06/24/2016	11/08/2004	11/08/2004
(1), (2), (3)	NASTU	LEE	P	RECREATION COORDINATOR	03/07/2005	03/07/2005	03/07/2005
(1), (2), (3)	SIMS SR	VAUGHN	L	RECREATION COORDINATOR	03/28/2005	03/28/2005	03/28/2005
(1), (2), (3)	UDDIN	MUHAMMAD	F	DATA ARCHITECT	07/16/2007	07/16/2007	07/16/2007
(1), (2), (3)	FELICAN-TORRES	KETHLENE	C	COORDINATOR-FRC	04/05/2018	07/01/2009	01/24/2008
(1), (2), (3)	SAVOIE	MARY	C	OCCUPATIONAL THERAPIST	01/12/2009	01/12/2009	01/12/2009
(1), (2), (3)	FRANCIS	YULANDA	A	OCCUPATIONAL THERAPIST	02/24/2009	02/24/2009	02/24/2009
(2), (3)	VOGL	LAURIE	A	OCCUPATIONAL THERAPIST ASST	08/24/2009	08/24/2009	08/24/2009



**Appendix E - Benefits Eligibility Based on Date of Hire**

- (1) = Grandfathered under 15/55 rule for retiree medical benefits (Hired on or before 6/30/2009)  
 (2) = Healthcare Premium Cost Share (PCS) capped at 25% (Hired on or before 12/17/2010)  
 (3) = Eligible for retiree healthcare if qualifications met (Hired on or before 12/31/2015)  
 (4) = Not eligible for retiree healthcare benefits (Hired after 12/31/2015)

Applicable benefits	Last Name	First Name	MI Sfx	Job Class Description	Position Hire Date	Service Date	Original Hire Date
(2), (3)	CRAINICH	KAREN	L	OCCUPATIONAL THERAPIST	08/24/2009	08/24/2009	08/24/2009
(2), (3)	CONNELLY	RITA	A	OCCUPATIONAL THERAPIST ASST	11/23/2009	11/23/2009	11/23/2009
(2), (3)	GUEVARA	DIEGO	H	DESIGN REVIEW COORDINATOR	03/08/2010	03/18/2010	03/08/2010
(2), (3)	KRIPPS	DANIELLE	L	ADMINISTRATIVE ASSISTANT	05/10/2018	05/10/2010	05/10/2010
(2), (3)	JOHNSON	LINDA	A	OFFICE COORDINATOR	12/15/2015	03/17/2015	06/07/2010
(2), (3)	ROWE	ERICA		COORDINATOR-FRC	10/09/2012	11/08/2010	11/08/2010
(3)	CHACUR	JEAN PAUL		AIRPORT CERTIFICATION SPECIALI	05/02/2011	05/02/2011	05/02/2011
(3)	MOBILIO	VINCENT	J JR	ECONOMIC DEVELOPMENT ASSOCIA	04/02/2018	12/27/2016	06/23/2011
(3)	BROWN	ERNEST		ILLEGAL DUMPING COORDINATOR	08/31/2015	06/11/2012	07/11/2011
(3)	AMADO	ERIC	M JR	HUMAN RESOURCES GENERALIST (35	09/01/2016	09/12/2011	09/12/2011
(3)	MILLER	ANJERICE		COMMUNITY DEVELOPMENT PROGR	05/14/2018	10/11/2011	10/11/2011
(3)	BENDER	VALERIE		OCCUPATIONAL THERAPIST	10/14/2011	10/14/2011	10/14/2011
(3)	ZAMORA	ELIZABETH	P	EXECUTIVE ASSISTANT	04/24/2017	12/12/2011	12/12/2011
(3)	CORSELLO	JENA	M	OCCUPATIONAL THERAPIST	11/19/2012	11/19/2012	11/19/2012
(3)	HOFFMAN	KYLE	J	AIRPORT CERTIFICATION SPECIALI	04/08/2013	04/08/2013	04/08/2013
(3)	CHAVEZ	ERICA	A	OCCUPATIONAL THERAPIST ASST	10/15/2013	10/15/2013	10/15/2013
(3)	CROKE	FRANK	J	SR. ECONOMIC DEVELOPMENT ASSO	03/31/2014	03/31/2014	03/31/2014
(3)	COTTERELL-EIDUKONIS	GWENDOLYN	Y	CAPITOL PROJECTS FIXED ASSETS	06/16/2014	06/16/2014	06/16/2014
(3)	MIZIA	JOHN	P	SUPPORT SPECIALIST II (35 HRS)	10/27/2014	10/27/2014	10/27/2014
(3)	SIMPSON	MALEK	E	ANTI BLIGHT TECHNICIAN	04/10/2015	04/10/2015	04/10/2015
(3)	OTERO	MICHELE	L	CONTRACT COMPLIANCE OFFICER	05/01/2017	11/11/2016	08/17/2015
(3)	MACK	DEAN	C	PLANNER 2	08/15/2016	10/13/2015	10/13/2015
(3)	SHOWAH	AVA	M	ADMINISTRATIVE ASSISTANT	06/30/2017	04/28/2017	10/13/2015
(4)	NKWO	C. OBIORA		HOME PROGRAM SPECIALIST	07/25/2016	07/25/2016	07/25/2016
(4)	OWEN	AUSTIN	J	MGR OF HOUSING CONSTRUCTION &	01/30/2017	02/10/2017	08/15/2016
(4)	GOMES	ALEXANDREA		CRIME ANALYST	10/17/2016	10/17/2016	10/17/2016
(4)	MCCORMACK	JAIME	A	OCCUPATIONAL THERAPIST ASST	01/09/2017	01/09/2017	01/09/2017

**Appendix E - Benefits Eligibility Based on Date of Hire**

- (1) = Grandfathered under 15/55 rule for retiree medical benefits (Hired on or before 6/30/2009)
- (2) = Healthcare Premium Cost Share (PCS) capped at 25% (Hired on or before 12/17/2010)
- (3) = Eligible for retiree healthcare if qualifications met (Hired on or before 12/31/2015)
- (4) = Not eligible for retiree healthcare benefits (Hired after 12/31/2015)

Applicable benefits	Last Name	First Name	MI Sfx	Job Class Description	Position Hire Date	Service Date	Original Hire Date
(4)	JACKSON	YVONNE	V	PROGRAM MANAGER (35 HRS)	06/04/2018	01/17/2017	01/17/2017
(4)	TUBRIDY	JAMES	M III	APPLICATION SPECIALIST	03/20/2017	03/20/2017	03/20/2017
(4)	ESTEVEZ	CRISTINA		SUPPORT SPECIALIST II (35 HRS)	10/10/2017	10/10/2017	10/10/2017
(4)	LUMANI	BAJRAM		SUPPORT SPECIALIST II (35 HRS)	02/05/2018	02/05/2018	02/05/2018
(4)	GANDY FRANCIS	JOSHUA	J	AIRPORT CERTIFICATION SPECIALI	03/12/2018	03/12/2018	03/12/2018
(4)	SMITH	SABRINA	A	EXECUTIVE ASSISTANT CAO	03/26/2018	03/26/2018	03/26/2018
(4)	ROBERTSON	KELLY	J	GRANT WRITER	06/11/2018	06/11/2018	06/11/2018
(4)	JONES	TERRY	L JR	BENEFITS COORDINATOR	10/05/2018	10/05/2018	07/09/2018
(4)	LANIER	ALICIA	A	IDIS/FINANCE SPECIALIST	08/13/2018	08/23/2018	08/13/2018
(4)	KINGSTON	JORDAN	W	AIRPORT CERTIFICATION SPECIALI	10/15/2018	10/17/2018	10/15/2018

# Appendix F

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

This agreement is between the City of Bridgeport (hereinafter the "City"), the Laborers International Union of North America (LIUNA), Local 200 (hereinafter the "Union").

The parties above hereby agree to the following:

1. The intent of this agreement is to clarify the percent (%) amount of premium cost share (PCS) to be paid by new members of the union and to illuminate the distinction between new members of the union hired by the City on or before December 17, 2010 and those hired after December 17, 2010.
2. Members of the Union, or new members to the Union by virtue of an intra-City transfer, who were hired on or before December 17, 2010 and who were regular full time employees on said date shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance.
3. The 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage at the time of their retirement.
4. New members to the Union, regardless of hire date, who were hired after December 17, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule:

December 18, 2010	25%
July 1, 2011	26%
July 1, 2012	27%
July 1, 2013	28%
PCS shall increase by 1% per year on July 1 <sup>st</sup> of each year, until a cap of 50% is reached.	

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



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

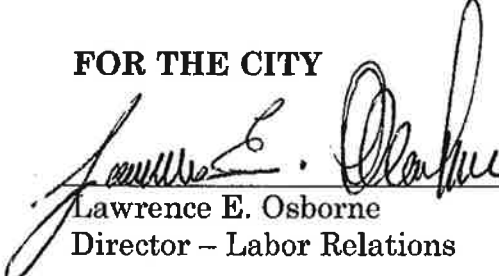
Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.

6. This agreement covers PCS contributions for health care insurance (medical and prescription coverage) as generally provided by the City in 2011. This agreement shall not apply to new or substantially altered benefits plans not currently offered by the City, which may be instituted by the City or offered to its employees in the future.


7. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union will not cite or otherwise utilize this agreement or any of the substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

**FOR THE CITY**

  
 \_\_\_\_\_  
 Lawrence E. Osborne  
 Director - Labor Relations

12/30/11  
Date

**FOR THE UNION**

  
 \_\_\_\_\_  
 Valerie Sorrentino  
 Business Manager

12-30-11  
Date

MEMORANDUM OF AGREEMENT

between

[City of Bridgeport.

and

[ LIUNA ]



The undersigned Parties hereby agree as follows:

1. Plan Changes

Effective October 1, 2018, in lieu of the existing health plan offered to employees and retirees (hereinafter “plan participants”) administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan). If at any time the City determines that the cost and/or any of the Plan’s components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on September 30, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

2. Employee Contribution

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

3. Providers

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

[ CITY ]

[ LIUNA Local 1224 ]

By

By

Date:

10/25/18

Date:

10-25-18

**Tentative Agreement  
Between  
City of Bridgeport  
And  
LIUNA**

**Appendix H**

<b>Contract Date</b>	<b>Wage</b>	<b>PCS</b>	<b>Buy-Out</b>
1. 7/1/2009 to 6/30/2010	0%	12%	\$ 500.00
2. 7/1/2010 to 12/31/2010	0%	15%	\$1,500.00
3. 1/1/2011 to 6/30/2011	3%	18%	\$1,500.00
4. 7/1/2011 to 6/30/2012	2%	21%	\$2,000.00
5. 7/1/2012 to 6/30/2013	2%	25%	\$2,000.00 Capped

- The City agrees there will be no lay-offs of current LIUNA members through December 31, 2010. Except, this shall not apply in cases where grant funding expires.
- Effective June 1, 2009, the Union and the City will initiate a process to conduct a reclassification and job evaluation of existing LIUNA bargaining unit positions. Said process shall include a review of LIUNA bargaining unit positions and rewriting of existing job descriptions.

Said reclassification process shall employ an evaluation system identical or similar to the Position Appraisal Method (PAM)/Job Evaluation system developed by the Public Administration Service (PAS). Said PAM/PAS system utilizes a Point Rating Factor Comparison method of job evaluation. Each position within the bargaining unit is evaluated and rated using the same factors. The Union and the City may also agree to use a different job evaluation system, or they may agree to use the existing City of Bridgeport Civil Service system.

The above noted job evaluation process shall be conducted by a committee of four (4), two (2) members appointed by the City and two (2) members appointed by the Union. A fifth (5<sup>th</sup>) member shall be selected by the City and the Union and shall act as a facilitator to the committee for the purposes of conducting the job evaluation study. It is the intent of this agreement that the City and the Union will work together to complete the job evaluation process and establish mutually agreeable job descriptions, position rankings and ratings by December 31, 2009.

The reclassification process shall also include a salary and wage study of the existing LIUNA pay plan. It is also the intent of the parties that a new pay plan shall be developed that will employ a step system similar to what is presently in place for other Civil Service bargaining units in the City of Bridgeport.

The Union and the City may agree that certain LIUNA positions may be placed in wage schedules and receive step or salary adjustments to be effective July 1, 2010. If the City and the Union fail to agree, the entire job evaluation study or parts thereof shall be referred to a neutral mediator or arbitrator selected by the parties who shall resolve any disputes concerning job descriptions, position rankings and ratings, and wage schedules including step or salary adjustments. Parties agree that the cost of the neutral arbitrator shall be borne equally by the parties.

No current LIUNA member shall be downgraded, or suffer financial loss, as a result of the implementation of the reclassification and job evaluation of existing bargaining unit positions.

LIUNA members, who are awarded promotional LIUNA positions in the future, shall be initially placed at the step of the promotional position that represents an actual compensation increase.

- Effective July 1, 2009 the provisions of the collective bargaining agreement that apply to employees who retire, shall be changed to define future retirees as:

“for purposes of this contract “retirees” shall mean employees who: (a) have completed twenty-five (25) years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B”

In addition, any newly hired or promoted employees into a LIUNA bargaining unit position shall only receive the above benefits after twenty-five (25) years of service.

Any current LIUNA member, listed on the attached Appendix, who may in the future change jobs within LIUNA, shall continue to be covered under the terms of the current agreement and will not be subject to a change in PCS or years needed for retirement.

- It is the intent of this Agreement that all current LIUNA members (listed on the attached Appendix) shall be “grandfathered” under the terms of the current Collective Bargaining Agreement.

All current employees as of the date of the execution of this contract shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following:

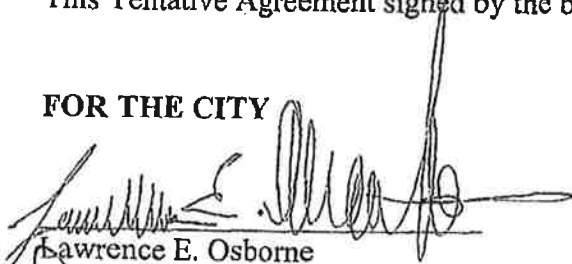
- A) Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of the age; and
- B) Are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF-Fund B.

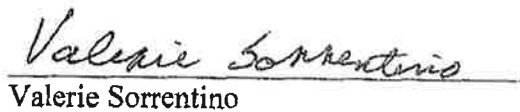
- LIUNA members who are currently on payroll will have their PCS contribution capped at twenty-five percent (25%) contribution as of July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employees employment period and entire period of retirement.
- New bargaining unit members, hired during the term of this bargaining agreement, shall start at twenty-five percent (25%) PCS contribution. There will be a one (1%) percent increase each year for the PCS contribution up to 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 in tact during the entire period of retirement.
- Department Heads retain sole discretion/authority for the assigning of take home vehicles.
- Effective July 1, 2010 all bargaining unit members shall be paid through the City's "direct deposit" payroll system.
- All other terms and conditions of the current Collective Bargaining Agreement shall remain unchanged.


This Tentative Agreement signed by the bargaining committees on June 8, 2009.

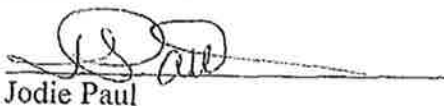
**FOR THE CITY**

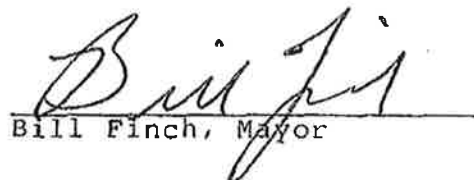
**FOR THE UNION**

  
 Lawrence E. Osborne

  
 Valerie Sorrentino

  
 David J. Dunn

  
 Jodie Paul

  
 Bill Finch, Mayor

# Appendix I

## TENTATIVE AGREEMENT LIUNA, LOCAL 200

### DURATION

All provisions of this agreement shall be effective as of July 1, 2013 unless another effective date is specified herein, and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) of June 2017.

### ARTICLE 15 - WAGES

Effective July 1, 2013 -	3%
Effective July 1, 2014 -	3%
Effective July 1, 2015 -	2.5%
Effective July 1, 2016 -	2.5%

### NEW LANGUAGE

The City and the Union agree to phase out the Insurance Buyout for employees who accept the Buyout but remain covered by the City. Beginning on July 1, 2016 the buyout will be reduced to \$1500.00 and on July 1, 2017 it will be reduced to \$1000.00 and on July 1, 2018 to \$500.00. Commencing on July 1, 2018 there will be no buyout available to those employees receiving health benefits from the City. For employees hired after December 31, 2015, no insurance buyout will be available if that employee receives health benefits from the City, generally from a spouse or other relative.

For those employees who receive health insurance from a source outside of the City, the buyout available to them will be as follows:

Beginning on July 1, 2016 - \$2500.00; July 1, 2017 - \$2750.00; July 1, 2018 - \$3000.00

### NEW LANGUAGE – ARTICLE 19

For LIUNA members who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the city's insurance plan. At that time, the premium cost share as specified in Article 19.12 and 19.13 shall be based on the supplemental plan. Subject to final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in:

For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share

for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

**ARTICLE 19 – INSURANCE**

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 on hired on or prior to December 31, 2015 shall be entitled to post retirement health benefits.

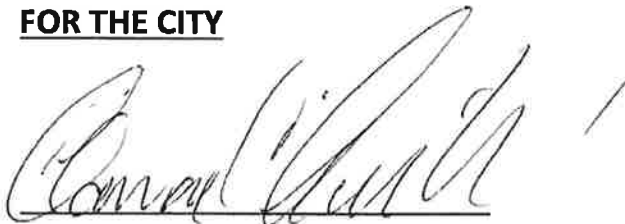
**ARTICLE 19 NEW LANGUAGE (REOPENER) – INSURANCE**

Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

**TERMS & CONDITIONS**

This Tentative Agreement is subject to ratification by the union membership and the City.

**FOR THE CITY**



Thomas C Austin  
Senior Labor Relations Officer

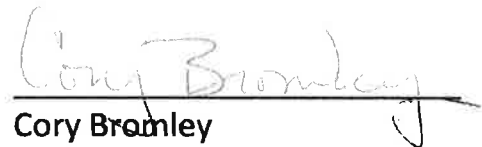
10-13-15  
DATE



Mayor Bill Finch

10/14/15  
DATE

**FOR THE UNION**



Cory Bramley  
Business Manager

October 13, 2015  
DATE

# Appendix J

## TENTATIVE AGREEMENT PENDING RATIFICATION

Between  
CITY OF BRIDGEPORT,  
And  
LIUNA, LOCAL 1224

Recognizing the fiscal stress faced by the City, the Union, subject to ratification of the membership, agrees to extend the terms and conditions of the Collective Bargaining Agreement for one year through June 30, 2018. During this one year extension all terms and conditions of the Collective Bargaining Agreement will remain unchanged except that Article 15-Wages will provide no wage increase during this one year extension.

For the Union:

  
\_\_\_\_\_  
Vincent Masino, Supervisor date  
Connecticut Laborers District Council

  
\_\_\_\_\_  
Stephen Snipes, Business Manager date  
16-26-2017

For the City:

  
\_\_\_\_\_  
Joseph P. Ganin, Mayor date

  
\_\_\_\_\_  
Janene Hawkins, Director date  
1/3/18



# Appendix K

## On-Call Agreement

This agreement is between the City of Bridgeport (hereinafter the "City"), and LIUNA Local 1224 (hereinafter the "Union")

Whereas the City has a need to have a computer specialist available in case a computer system emergency arises outside of normal working hours, and

Whereas multiple, but not all, employees in the City's Information Technology Services (ITS) Department possess the requisite knowledge, skills and abilities to diagnose and resolve computer problems;

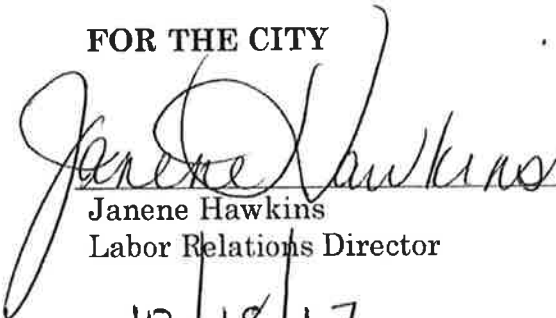
Therefore, to provide on-call emergency computer services coverage, the parties agree as follows:

1. An on-call roster of employees qualified to handle emergency computer situations is established.
2. The roster shall consist of active employees in the positions: Support Specialist II (Except Stella Folder), Server Specialist, and Network Architect
3. One employee per week (Monday 8:00 AM thru the following Monday at 8:00 AM) shall be assigned on-call duty. On-call assignment duty shall be rotated weekly.
4. A rotation list shall be kept and administered by Director of ITS. On-call assignments shall be distributed equitably amongst roster participants.
5. On-call pay of \$200 per week will be paid to the on-call employee for each complete week of on-call status.
6. An on-call device will be provided to the employee assigned on-call duty for the week. The on-call employee agrees to keep on call device (cell phone or equivalent) operational and in good working order, and must respond within 15 minutes when notified of an emergency.
7. The on-call employee is expected to attempt to resolve the emergency issue first from their remote location and, if not resolvable from a remote location, secure transportation to the City to resolve the issue on-site.
8. Overtime for responding to emergency situations shall be paid in accordance with Article 10 (Hours of Work and Overtime) and Article 16 (Call Back Pay) of the collective bargaining agreement. Said overtime

payment shall be in addition to the \$200.00 pay referred to in #5.  
Compensatory time shall not be issued in lieu of overtime pay.

9. Swapping or substituting of on-call assignments may be allowed with the permission of Director of ITS provided there is no additional cost to the City.
10. If no eligible employee is willing to voluntarily accept an on-call assignment, the Director of ITS will order an eligible employee to accept the on-call assignment.
11. Failure of an on-call employee to respond to an emergency request in a timely manner can result in discipline.
12. This agreement may be revoked by either party with a 60-day written notice of revocation to the other party.
13. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union, will not cite or otherwise utilize this agreement or any of the substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

FOR THE CITY



---

Janene Hawkins  
Labor Relations Director

10/18/17  
Date

FOR THE UNION



---

Stephen Snipes, Business Manager  
LIUNA Local 1224

10/18/17

Date