AGENDA

CITY COUNCIL MEETING

TUESDAY, JANUARY 19, 2021

7:00 p.m.

This meeting will be conducted by teleconference.

The public may listen into this meeting by calling the following conference line and then entering the conference code:

Dial-In Number: (929) 436-2866 Meeting ID: 381 083 245

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 21, 2020

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 10-20 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Bridgeport Firefighters Local 834, referred to Miscellaneous Matters Committee.
- 11-20 Communication from Mayor re: Reappointment of Stuart Rosenberg (U) to the Board of Fire Commission, referred to Public Safety and Transportation Committee.
- 12-20 Communication from Mayor re: Reappointment of Joseph Larcheveque (R) to the Board of Fire Commission, referred to Public Safety and Transportation Committee.
- Communication from Mayor re: Reappointment of Osiba Nelson (D) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.
- 14-20 Communication from Mayor re: Reappointment of Clement Young (D) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.
- Communication from Mayor re: Reappointment of Nina M. Thomas (D) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.
- 16-20 Communication from Mayor re: Appointment of Jacqueline Martoral (U) to the Board of Assessment Appeals, referred to Miscellaneous Matters Committee.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

17-20 Resolution presented by Council Member Cruz re: Proposed resolution for the City Attorney to draft an ordinance Prohibiting Targeted Residential Picketing within 300 Feet of the Property Line of Certain Residential Dwellings, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON:

O1-20 Contracts Committee Report re: Tentative Agreement with New York Typographical Union, CWA Local 14156 (Printers) regarding their Bargaining Unit Contract.

UNFINISHED BUSINESS:

Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend to add New Chapter 12.17 – Establishing an Honorary Street Naming Program in the City of Bridgeport.

(Special Note: All items listed on the agenda can be found on the City Clerk's website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2020-2021; Full/Minutes/Size; 2021-01-19 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 19, 2021 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE. THE FOLLOWING NAMED PERSON MAY DIAL INTO THIS MEETING TO SPEAK BY CALLING THE FOLLOWING CONFERENCE LINE AND THEN ENTERING THE CONFERENCE CODE:

DIAL-IN NUMBER#: (929) 436-2866 MEETING ID#: 381 083 245

NAME SUBJECT

Briana Wahl Green Village Initiative 135 Clarence Street Bridgeport, CT 06608 The successes of 2020, navigating COVID-19 and plans from a community-based organization – Green Village Initiative, etc.

CITY COUNCIL MEETING

PUBLIC SPEAKING FORUM

TUESDAY, JANUARY 19, 2021

6:30 P.M.

This meeting was conducted by Zoom/Teleconference.

CALL TO ORDER

Council President Nieves called the Public Speaking portion of the meeting to order at 6:33 p.m.

ROLL CALL

130th District: Scott Burns, Matthew McCarthy
131st District: Denese Taylor-Moye, Jorge Cruz
132nd District: Marcus Brown, M. Evette Brantley
133rd District: Michael DeFilippo, Jeanette Herron

134th District: *Michelle Lyons*, AmyMarie Vizzo-Paniccia 135th District: Rosalina Roman-Christy, *Mary McBride-Lee*

136th District: Alfredo Castillo, Avelino Silva 137th District: Maria Valle, Aidee Nieves 138th District: Maria Pereira, Samia Suliman 139th District: Eneida Martinez, Ernest Newton

The City Clerk Lydia Martinez called the roll.

During the roll call, there appeared to be no response from the individuals whose names are

Council President Nieves said that Ms. Wahl was the only speaker signed up and had 3 minutes.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 19, 2021 AT 6:30 P.M.

NAME <u>SUBJECT</u>

Briana Wahl 35 Clarence Street Bridgeport, CT 06608

listed in italics.

The successes of 2020, navigating COVID-19 Green Village Initiative and plans from a community-based organization – Green Village Initiative, etc.



Good Evening Members of the Bridgeport City Council,

My name is Briana Wahl, I am the new Director of Operations at Green Village Initiative.

I am here to address the City Council as a representative of an organization that brought me to Bridgeport and one whose mission I believe in.

As you may know, Green Village Initiative Is a nonprofit organization whose mission is to grow food, knowledge, leadership, and community through urban farming and gardening to create a more just food system in Bridgeport through a network of 23 school gardens, 12 community gardens, a paid youth program, and our educational urban farm on Reservoir Avenue.

Our goal is for everyone in Bridgeport to have access to support and resources not only to survive, but to thrive. Green Village Initiative works towards our goal through urban agriculture that specifically focuses on food justice, antiracism, youth leadership, and community-building and we cannot make this happen alone. We are grateful to partner with our neighbors to grow a brighter future and hope the Council will join us in our work.

In 2020 we navigated the challenges of COVID 19 by reducing our in person program offerings like school field trips to Reservoir Community Farm, volunteer hours on our farm and garden sites, and moving the free, in-person educational workshops for our community that GVI has hosted for 9 years online.

Through these pivots, we still accomplished and supported our community to achieve major successes:

- Offered free PPE to every volunteer and visitor to Reservoir Community Farm
- A teen Youth Leader that has participated in our programming for over 3 years successfully launched her own catering business
- We grew and distributed over 2 tons of fresh, organic produce while donating to local food pantries
- Rebuilt several community gardens and school gardens with fresh wood and soil
- Offered Youth in our program 4 college credits with Housatonic Community College in addition to paid hourly work
- We provided virtual professional development for teachers that want to teach in their school gardens to get children into fresh air.

In 2021 we will offer more virtual community events while ensuring that gardening and farming can still take place safely. We are committing to growing knowledge in partnership with Housatonic Community College to offer free certificates to Bridgeport youth during our summer program. We will offer even more educational resources and support to Bridgeport teachers through our online gardening

curriculum. We will continue to make Reservoir Community Farm safe and welcoming for all so neighbors and visitors can continue to access a safe, outdoor space in the warmer months.

I hope that by speaking to you all today this can be the first in what I hope will be a continued open line of communication. I look forward to the year ahead and continuing to work together.

Thank you for the time to speak today.

At the conclusion of Ms. Wahl's remarks, Council Member Lyons and Council Member Silva announced that they joined the meeting during Ms. Wahl's comments. Council President Nieves and Council Member Herron said that they had seen Council Member Cruz and Council Member Valle on the call.

ADJOURNMENT

Council President Nieves adjourned the public speaking at 6:38 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

TUESDAY, JANUARY 19, 2021

7:00 P.M.

This meeting was conducted by teleconference.

The public was able to listen to this meeting by calling a conference line.

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:03 p.m.

PRAYER

Mayor Ganim asked Council Member McBride-Lee to lead the Council in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked Council Member Brown to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Denese Taylor-Moye, Jorge Cruz

132nd District: Marcus Brown, M. Evette Brantley 133rd District: Michael DeFilippo, Jeanette Herron

134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia 135th District: Rosalina Roman-Christy, Mary McBride-Lee

136th District: Alfredo Castillo, Avelino Silva 137th District: Maria Valle, Aidee Nieves

138th District: Maria Pereira, Samia Suliman

139th District: Eneida Martinez, Ernest Newton

During the roll call, there appeared to be no response from any individual whose name is listed in italics.

Council Member Vizzo-Paniccia announced that the Parks Board had approved the placement of a memorial bench for Eugene "Gene" O'Neill (8-24-33 – 11-20-20) on the sidewalk in front of the P. T. Barnum Statue with the wording "No One Spread More Love in One Life than Gene O'Neill – 8-24-33 – 11-20-20 – Who Always Had a Smile and a Helping Hand for Everyone."

MINUTES FOR APPROVAL:

APPROVAL OF CITY COUNCIL MINUTES: DECEMBER 21, 2020

- ** COUNCIL MEMBER BRANTLEY MOVED THE MINUTES OF DECEMBER 21, 2020.
- ** COUNCIL MEMBER HERRON SECONDED.
- ** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES OF DECEMBER 21, 2020 AS SUBMITTED PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) ABSTENTION (PEREIRA).

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 10-20 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Bridgeport Firefighters Local 834, referred to Miscellaneous Matters Committee.
- 11-20 Communication from Mayor re: Reappointment of Stuart Rosenberg (U) to the Board of Fire Commission, referred to Public Safety and Transportation Committee.
- 12-20 Communication from Mayor re: Reappointment of Joseph Larcheveque (R) to the Board of Fire Commission, referred to Public Safety and Transportation Committee.
- 13-20 Communication from Mayor re: Reappointment of Osiba Nelson (D) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.
- 14-20 Communication from Mayor re: Reappointment of Clement Young (D) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.
- 15-20 Communication from Mayor re: Reappointment of Nina M. Thomas (D) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.
- 16-20 Communication from Mayor re: Appointment of Jacqueline Martoral (U) to the Board of Assessment Appeals, referred to Miscellaneous Matters Committee.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 17-20 Resolution presented by Council Member Cruz re: Proposed resolution for the City Attorney to draft an ordinance Prohibiting Targeted Residential Picketing within 300 Feet of the Property Line of Certain Residential Dwellings, referred to Ordinance Committee.
- ** COUNCIL MEMBER BRANTLEY MOVED TO COMBINE AND REFER THE FOLLOWING ITEMS:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 10-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH BRIDGEPORT FIREFIGHTERS LOCAL 834, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.
- 11-20 COMMUNICATION FROM MAYOR RE: REAPPOINTMENT OF STUART ROSENBERG (U) TO THE BOARD OF FIRE COMMISSION, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.
- 12-20 COMMUNICATION FROM MAYOR RE: REAPPOINTMENT OF JOSEPH LARCHEVEQUE (R) TO THE BOARD OF FIRE COMMISSION, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.
- 13-20 COMMUNICATION FROM MAYOR RE: REAPPOINTMENT OF OSIBA NELSON (D) TO THE WATER POLLUTION CONTROL AUTHORITY, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.
- 14-20 COMMUNICATION FROM MAYOR RE: REAPPOINTMENT OF CLEMENT YOUNG (D) TO THE WATER POLLUTION CONTROL AUTHORITY, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.
- 15-20 COMMUNICATION FROM MAYOR RE: REAPPOINTMENT OF NINA M. THOMAS (D) TO THE WATER POLLUTION CONTROL AUTHORITY, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.
- 16-20 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF JACQUELINE MARTORAL (U) TO THE BOARD OF ASSESSMENT APPEALS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

17-20 RESOLUTION PRESENTED BY COUNCIL MEMBER CRUZ RE: PROPOSED RESOLUTION FOR THE CITY ATTORNEY TO DRAFT AN ORDINANCE PROHIBITING TARGETED RESIDENTIAL PICKETING WITHIN 300 FEET OF THE PROPERTY LINE OF CERTAIN RESIDENTIAL DWELLINGS, REFERRED TO ORDINANCE COMMITTEE.

MATTERS TO BE ACTED UPON:

01-20 Contracts Committee Report re: Tentative Agreement with New York Typographical Union, CWA Local 14156 (Printers) regarding their Bargaining Unit Contract.

^{**} THERE WAS A SECOND.

^{**} THE MOTION PASSED UNANIMOUSLY.

Council Member Herron stated that the Committee had voted this item out of Committee.

** COUNCIL MEMBER HERRON MOVED TO APPROVE AGENDA ITEM 01-20 CONTRACTS COMMITTEE REPORT RE: TENTATIVE AGREEMENT WITH NEW YORK TYPOGRAPHICAL UNION, CWA LOCAL 14156 (PRINTERS) REGARDING THEIR BARGAINING UNIT CONTRACT.

** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.

Council Member Pereira said while the financial commitment was small, she had issues with the fact that the cover letter stated that if the City Council did not take action by December 23rd, the contract would automatically go into effect. The following day, there was a Contracts Committee meeting and this item was not acted upon. It is not okay that this contract went into effect because people did not fulfill their obligations. Mr. Amado did his job.

Council Member Brown said that while it is true that it was a small contract, the issue is the principle. This is the crux of the disrespect that the Council receives. He said that this was a test to circumvent a legal process. He said that he would not support this contract and the Council will not support any attempts to circumvent the Council's authority.

Council Member Newton said that Mr. Amado explained the contracts come in at different times and the Committee will be rescheduling their meetings to address these issues. It was stated in the Committee meeting that in the future, they would schedule meetings as needed.

** THE MOTION TO APPROVE AGENDA ITEM 01-20 CONTRACTS COMMITTEE REPORT RE: TENTATIVE AGREEMENT WITH NEW YORK TYPOGRAPHICAL UNION, CWA LOCAL 14156 (PRINTERS) REGARDING THEIR BARGAINING UNIT CONTRACT PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN AND NEWTON) AND FOUR (4) AGAINST (BROWN, DEFILIPPO, LYONS AND PEREIRA).

UNFINISHED BUSINESS:

- 196-19 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend to add New Chapter 12.17 Establishing an Honorary Street Naming Program in the City of Bridgeport.
- ** COUNCIL MEMBER BROWN MOVED TO TABLE AGENDA ITEM 196-19 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND TO ADD NEW CHAPTER 12.17 – ESTABLISHING AN HONORARY STREET NAMING PROGRAM IN THE CITY OF BRIDGEPORT.
- ** COUNCIL MEMBER LYONS SECONDED.
- ** THE MOTION PASSED UNANIMOUSLY.

Council Member Newton asked for a moment of silence for Mr. Richard Veder, a Civil Rights leader, who recently passed away.

Council Member Pereira asked about Agenda Item 196-19 being listed as unfinished business. She said that she could not find the record of it being voted out of committee. Council Member Brantley said that it was voted on at the last Committee meeting.

ADJOURNMENT

- ** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.
- ** COUNCIL MEMBER LYONS SECONDED.
- ** THE MOTION PASSED UNANIMOUSLY.

The meeting adjourned at 7:18 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT

CITY ATTORNEY

R. Christopher Meyer

OFFICE OF THE CITY ATTORNEY

Telephone (203) 576-7647 Facsimile (203) 576-8252

R. Christopher Meyer

DEPUTY CITY ATTORNEY

999 Broad Street

Bridgeport, CT 06604-4328

John P. Bohannon, Jr.

Eroll V. Skyers Tylsha S. Toms Lisa R. Trachtenburg

ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo

OF BRIDGE POR

Executive Summary

Re: Settlement of Municipal Prohibited Practice Matter Pending Before in the Superior Court State of Connecticut Bridgeport Firefighters Local 834 vs. City of Bridgeport et al. DN CV19 6088078. This matter and proposed settlment relates to matters involving collective bargaining and referral should be made to the Miscellaneous Committee.

To: Honorable City Council

Fr: John R. Mitola, Associate City Attorney

Cc: Joseph P. Ganim, Mayor Fire Chief Richard Thode Janene Hawkins, CAO Daniel Shamas, Chief of Staff

Eric Amado, Labor Relations Dir.

Tamara Titre, Esq. Labor Relations Officer

R. Christopher Meyer, City Attorney

Mark Anastasi, Esq.

Thomas Gaudett, Mayor's Office

Dated: January 11, 2021

CITY CLERKS OFFICE

21 JAN 12 AM 10: 30

ATTEST
CITY CLERK

BELOW is the submission data required pursuant to City Council Rule XIII, Section 15:

a. Submission Title

Settlement of Bridgeport Firefighters Local 834 vs. City of Bridgeport et al. DN CV19 6088078. The proposed settlment involves a tentative agreement between Local 834 and the City of Bridgeport regarding civil service issues and staffing in the Mainteance Divison of Bridgeport Fire Department.

b. Submitting Entity

Office of the City Attorney; Office of Labor Relations and Bridgeport Fire Department

c. Contact Person

John R. Mitola Associate City Attorney, Esq.

Contact via cellphone: (203) 576-7647; direct dial (203)-576-3942 or email:

john.mitola@bridgeportct.gov

d. Deadline for Approval & Basis for Same

There is no hard deadline for approval, but the Court has placed the case on a 60-day settled but not withdrawn list. This means that if a settlement is not approved within the next 60 days that the lawsuit will continue.

Therefore, it is requested that at its January 19, 2021 City Council meeting that the City Council refer this matter to the Miscellaneous Committee which can consider the matter at its January 25, 2021 meeting. Thereafter the entire matter can be voted on by the City Council at its February 1, 2021 meeting.

e. Matter Summary

Settlment of Bridgeport Firefighters Local 834 vs. City of Bridgeport et al. DN CV19 6088078. The Bridgeport Firefighters Local 834 commenced the present matter in the Connecticut Superior Court alleging that the City failed to give timely promotional exams for the positons of Superindendent of Mainteance and Assistant Superintendent of Maintence in violaiton of the City Charter. The City maintains that it eliminated the Superintendent of Mainteance position and reorganized the Maintenace Division by renamining the Assistant Superintendent of Mainteance position to that of Apparatus Foremen. In the lawsuit the Union claims that the City lacked the authority to make those changes without negotiating with the Union and sought an order from the Court ordering the City to give the exams for these two positions, and the Union seeks compensatory damages for its members. The settlment will resolve the differences between the two parties and has the added benefit of reorganizing the Maintenace Division in the Fire Department with cost savings for the City. Exhibit A attached hereto is the proposed settlement.

f. City Council Action Requested

At the January 19, 2021 Meeting - City Council refers matter to the Miscellaneous Committee.

At the January 25, 2021 Meeting - Miscellaneous Committee considers the matter.

At the February 1, 2021 Meeting-Full City Council votes on the matter.

g. Financial Impact Analysis

The City of Bridgeport believes that this settlement will save the City money and makes the Maintenance Division more efficient and organized. Currently the budget for the Maintenance Division is \$430,365. This includes full funding for the position of Superintendent of Maintenance which is the position that the City has eliminated but is the subject of the lawsuit. The settlement also increases the pay of the two (2) civilian Fire Equipment Mechanics to the same salary of the one (1) Fire Equipment Mechanic. These three employees do the same type of

work and therefore they should be paid the same salary so there is uniformity within the Division. Attached hereto as Exhibit B is a breakdown of the settlement finances. The only remaining dispute between the Union and the City relates to the salary for the position of Apparatus Foremen (which will be resolved in arbitration). If the City is successful in that arbitration the budget for the division will be \$342,931 which is a savings of \$87,434 annually. If the City is unsuccessful in the arbitration and has to pay a higher salary for the position of Apparatus Forman" then the City savings is \$82,553 annually.

h. Funding Budget-Line

Firefighter personnel are funded in the budget.

i. Proposed Motion

"NOW THEREFORE BE IT RESOLVED that a settlement agreement entered into between the City of Bridgeport and Bridgeport Firefighters Local 834 to settle *Bridgeport Firefighters Local 834 vs. City of Bridgeport et al. DN CV19 6088078* is so approved.

EXHIBIT A

GENERAL RELEASE & SETTLEMENT AGREEMENT

This General Release and Settlement Agreement ("Release") is entered into by and between the City of Bridgeport, its employees, representatives and agents (hereinafter referred to as "Bridgeport") and the Bridgeport Fire Fighters Local 834 (hereinafter "Local").

WHEREAS, the purpose of this Release is to resolve any and all differences and disputes whether known or unknown, which may exist concerning the following matters: <u>Bridgeport Firefighters Local 834 v. City of Bridgeport</u>, D.N. CV 19 6088078 pending in the State of Connecticut Superior Court as well as issues and disputes between the parties concerning the Maintenance Division of the Bridgeport Fire Department.

NOW THEREFORE, all parties agree to the following terms in full settlement of the above identified matter/issues and any and all claims known or unknown that arise out of or are related to the above identified matter:

 This Release constitutes the full and complete understanding between the parties. No other promises or agreements have been made between the parties in connection with the settlement of this dispute. This Release may not be modified unless such modification is written and signed by all parties.

- This Release does not constitute an admission of wrongdoing or liability by Bridgeport or its employees, agents, or affiliates.
- Bridgeport and the Local agree to the following regarding staffing and related issues in the Maintenance Division of the Bridgeport Fire Department:
 - a. The position of "Superintendent of Maintenance" is eliminated.
- b. The Local and the City understand and agree that the position of "Assistant Superintendent of Maintenance" is now entitled "Apparatus Foreman" and is assuming the duties of the supervisor of the Maintenance Division of the Bridgeport Fire Department.
- c. With respect to the salary for the position of Apparatus Foreman, the City contends that the appropriate salary should be \$100,081.00 while the Local contends that the appropriate salary should that of the Superintendent of Maintenance listed in the Collective Bargaining Agreement between the Local and the City. The parties agree to resolve this dispute through arbitration pursuant to the rules of the State Board of Mediation and Arbitration.

- d. The parties agree and understand that there are three (3) "Fire Equipment Mechanic" positions within the Maintenance Division. The salary of two (2) Fire Equipment Mechanic positions is currently \$75,676.00 each. The salary of one (1) Fire Equipment Mechanic position is \$80,950.00. The parties agree that the salaries of the Fire Equipment Mechanic positions will follow the Fire Lieutenant scale set forth in the Collective Bargaining Agreement between the Local and Bridgeport.
- e. With respect to filling the position of 'Apparatus Foreman", the parties agree that once the current employee leaves that position the City will give a promotional exam open to all members of the Local who meet the minimum qualifications, as agreed upon during arbitration. Further, the parties agree that "acting" in the Maintenance Division will be based on seniority within the Maintenance Division of the Bridgeport Fire Department.
- 4. In exchange for the consideration described in Paragraph 3 above, the Local for itself and for anyone claiming for or through it, hereby releases and forever discharges Bridgeport (including its subsidiaries, departments, affiliates, officers, employees, and agents) of and from any and all liability and from any claims under common law or under any provision of federal or state constitutions,

statutes, laws or regulations, or municipal ordinances or regulations arising out of <u>Bridgeport Firefighters Local 834 v. City of Bridgeport</u>, D.N. CV 19 6088078 pending in the State of Connecticut Superior Court identified above up to and including the date of this Release.

- 5. The Local agrees to withdraw the above identified case with prejudice.
- 6. The provisions of this Release are severable and if any part of this Release is found to be unenforceable, the other parts, subparts and/or clauses shall remain fully valid and enforceable.
- The terms of this Release shall be governed by and interpreted in accordance with the law of the State of Connecticut.

In The Presence Of:		
		Bridgeport Fire Fighters Local 843
The second secon		Date:
STATE OF CONNECTICUT	SS:	
COUNTY OF	OO,	

	Notary Public My Commission Expires:	
In The Presence Of:		
	CITY OF BRIDGEPORT	
	CITY OF BRIDGEPORT Date:	
STATE OF CONNECTICUT COUNTY OF		

Notary Public My Commission Expires:

EXHIBIT B

Current budgeted positions in the Maintenance Division

Superintendent of Maintenance - \$104,962

Apparatus Foreman - \$93,101

1 Fire Equipment Mechanic - \$80,950

2 Fire Equipment Mechanic Civilian - \$ 151,352

Total Budgeted for Division- \$ 430,365

Budget Under the Proposed Settlement in Maintenance Division

Apparatus Foreman- \$100,081 (because the position of superintendent of maintenance has been eliminated this position will be the supervisory authority in the division. The salary is increased to reflect that but not to the level of the superintendent position because the division's manpower has substantially changed over the years therefore not requiring the same type and level of supervision and management).

3 Fire Equipment Mechanics- \$242,850- (this reflects increases for the two salaries of the civilian employees being raised to the same level of the one fire personnel salary).

Total Budget for Division Under Proposed Settlement - \$342,931 (Savings \$87,434)*

*If the City loses the arbitration on the pay for the Apparatus Foreman the savings will be slightly less at \$82,553.

Comm.# 11-20 Referred to.

ublic Safat Pres Committee on 01/19/2021.

Public Safety MAYOR

CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET

BRIDGEPORT, CONNECTICUT 06664 TELEPHONE (203) 576-7201 FAX (203) 576-3913

JOSEPH P. GANIM Mayor

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganim

DATE:

January 11, 2021

RE:

Boards & Commissions

Please place the following name on the January 19, 2021 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of re-appointment to the **Fire Commission**:

Stuart Rosenberg (1) 106 Unquowa Hill St Bridgeport, CT 06604

This term shall expire on 12/31/2022.

JPG/cv

CITY CLERKS OFFICE
21 JAN 13 PM 2: 22
ATTEST CITY CLERK

Comm.# 12-20 Referred to A Public Safety 3 Committee on 01/19/2021.

CALLE TO

OFFICE OF THE MAYOR

CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

SEPH P. GANIM Mayor

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganim

DATE:

January 11, 2021

RE:

Boards & Commissions

Please place the following name on the January 19, 2021 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of re-appointment to the **Fire Commission**:

Joseph Larcheveque IR

Bridgeport, CT 06605

This term shall expire on 12/31/2022.

TTEST CITY CLERK

CITY CLERKS OFFICE 21 JAN 13 PM 2: 22

JPG/cv

Comm.# 13-20 Referred to Miscellaneous Matters Committee on 01/19/2021.

CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06664
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM Mayor

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganim

DATE:

January 11, 2021

RE:

Boards & Commissions

Please place the following name on the January 19, 2021 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of re-appointment to the Water Pollution Control Authority:

Osiba Nelson (D) 1154 Iranistan Ave Bridgeport, CT 06605

This term shall expire on 12/31/2023.

JPG/cv

ATTEST CITY CLERK

CITY CLERKS OFFICE 21 JAN 13 PM 2: 22 Comm.# 14-20 Referred to Miscellaneous Matters Committee on 01/19/2021.

CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06694
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM Mayor

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganim

DATE:

January 11, 2021

RE:

Boards & Commissions

Please place the following name on the January 19, 2021 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of re-appointment to the Water Pollution Control Authority:

Clement Young (b)

30 Freeman St

Bridgeport, CT 06607

This term shall expire on 12/31/2022.

JPG/cv

ATTEST CITY CLERK

CITY CLERKS OFFICE 21 JAN 13 PM 2: 22 Comm.# 15-20 Referred to Miscellaneous Matters Committee on 01/19/2021.

OFFICE OF THE MAYOR

CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET

BRIDGEPORT, CONNECTICUT 06604 TELEPHONE (203) 576-7201 FAX (203) 576-3913

OSEPH P. GANIM Mayor

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganim

DATE

January 11, 2021

RE:

Boards & Commissions

Please place the following name on the January 19, 2021 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of re-appointment to the Water Pollution Control Authority:

Nina M. Thomas (D)

74 Willow St

Bridgeport, CT 06610

This term shall expire on 12/31/2021

JPG/cv

Comm.# 16-20 Referred to Miscellaneous Matters Committee on 01/19/2021.

CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET BRIDGEPORT, CONNECTICUT 06604 TELEPHONE (203) 576-7201

FAX (203) 576-3913

JOSEPH P. GANIM Mayor

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganim

DATE:

January 11, 2021

RE:

Boards & Commissions

Please place the following name on the January 19, 2021 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Board of Assessment Appeals:

Jacqueline Martoral 4 1540 Iranistan Ave Bridgeport, CT 06604

This term shall expire on 12/3/12023.

JPG/ev

ATTEST CITY CLERK

CITY CLERKS OFFICE



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I	CITY COUN	ICIL SUBMISSION	NINFORMATION						
Log ID/Item Number:	17-20			TES	2	0			
Submitted by Councilmember(s):	Jorge Cruz, Sr.			ST	A	Y			
Co-Sponsors(s):	Choose an Item.	Choose an item.	Choose an item.	77	an item	CLE			
District:	131ST	Choose an item.	Choose an nem.	Clasese	an nem.	ERIV			
Subject:	Proposed Resolution Residential Picketi	roposed Resolution for City Attorney to Draft an Ordinance Prohibiting esidential Picketing within 300 Feet of the Property Line of Certain Res							
Referred to:	Ordinance Commit	Ordinance Committee							
City Council Date:	January 19, 2021				-				

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City has recently seen groups of individuals gathering to picket and protest outside the homes of certain government officials; and

Whereas, picketing that is directed at a particular residential dwelling unit, be it a single-family, duplex, or multifamily dwelling, and is intended to harass and intimidate the occupants is inherently and unreasonably offensive to and intrusive upon the right to privacy in one's home, protection and preservation of the home is the keystone of democratic government; and

WHEREAS, the public health and welfare and the good order of the community require that citizens enjoy in their homes and neighborhoods a feeling of well-being, tranquility, and privacy, and enjoy freedom from being a captive audience to unwanted speech in their homes; and

WHEREAS, the practice of targeted residential picketing causes emotional disturbance and distress to residents, obstructs and interferes with the free use of public sidewalks and public ways of travel, and has the potential to incite breaches of the peace and disrupt the wellbeing and tranquility of the home; and

WHEREAS, full opportunity exists for individuals to exercise their rights of free speech without resorting to targeted residential picketing; and

WHEREAS, the City Council desires to establish reasonable time, place, and manner restrictions that reconcile and protect the First Amendment rights of picketers to peacefully communicate and express their ideas with the right of persons to enjoy the right to tranquility, well-being and privacy in their residential dwellings; and

WHEREAS, the United States Supreme Court has previously upheld a municipal ordinance that banned targeted picketing in front of a residence to protect residential privacy and to protect the inhabitants from hearing or seeing unwanted messages; and

Now, Therefore, Be IT Resolved by the Bridgeport City Council that for the public health and welfare and the good order of the community the City Attorney work with the City Council Ordinance Committee to draft for city council consideration an ordinance prohibiting targeted residential picketing within 300 Feet of the property line of certain residential dwellings that protects First Amendment rights of picketers to peacefully communicate and express their ideas with the right of persons to enjoy the right to tranquility, well-being and privacy in their residential dwellings.



OFFICE OF THE CITY CLERK RESOLUTION FORM

	SSEQUENT REFERRALS/REP	LIES AND DATE SENT	/RECEIVED
DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	T
Choose an item.		□ Yes □ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
SECTION IV	PUBLIC HEARING I	NFORMATION	
Public Hearing Required	Details	Date	
☐ Yes ☐ No	Public Hearing Ordered on:		STORY LINE OF STREET
	CT Post Publication Date(s):		
	Public Hearing Held on:		
SECTION V	AMENDMENTS/E	XHIBITS	
Choose an item.	□Yes □ No	Date:	
SECTION VI	COMMITTEE ACTION/APP	ROVAL INFORMATION	AND THE PERSON NAMED IN
Choose an item.	□Yes □ No	Date:	
Choose an item.	□Yes □ No	Date:	
Choose an item.	□Yes □ No	Date:	
SECTION VII	WITHDRAWN/SINE	DIE INFORMATION	
Choose an item.	□Yes □ No	Date:	W
SECTION VIII	DATE OF APPROVA	AL/DENIAL FROM CITY	COUNCIL
City Council Approval Dat		1	
SECTION IX	COMMENTS	(if any)	

Ortiz, Frances

From:

Boyer, Mike

Sent:

Wednesday, January 13, 2021 3:10 PM

To:

Ortiz, Frances; Pettway, Lonnette; Williams, Althea

Cc:

Nieves, Aidee, Cruz, Jorge

Subject:

FW: Targeted Residential Picketing Resolution Councilman Cruz

Attachments:

Resform Targted Residential Picketing.docx

Importance:

High

Summitted at request of Councilman Jorge Cruz, please time stamp and process for Council Meeting,

From: Boyer, Mike

Sent: Wednesday, January 13, 2021 3:08 PM

To: Burns, Scott <Scott.Burns@Bridgeportct.gov>; McCarthy, Matthew <Matthew.McCarthy@Bridgeportct.gov Jorge < Jorge.Cruz@Bridgeportct.gov>; Denese.Taylor-Moye@bridgeportct.gov; Brown, Marcus <Marcus.Brown@Bridgeportct.gov>; Brantley, Mary E. <mary.brantley@bridgeportct.gov>; Herron, Jeanette <leanette.Herron@Bridgeportct.gov>; Defilippo, Michael < Michael.Defilippo@Bridgeportct.gov>; arnymarie.vizzopaniccia@Bridgeportct.gov; Michelle.Lyons@Bridgeportct.gov; Roman-Christy, Rosalina <Rosalina.Roman-Christy@Bridgeportct.gov>; Lee, Mary A <MLEE@bridgeportedu.net>; McBride-Lee, Mary <Mary.McBride-Lee@Bridgeportct.gov>; Silva, Avelino <Avelino.Silva@Bridgeportct.gov>; Alfredo.Castillo@Bridgeportct.gov; Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Valle, Maria <Maria.Valle@Bridgeportct.gov>; 'Maria Pereira' <MPereira0667@yahoo.com>; Suliman, Samia <Samia.Suliman@Bridgeportct.gov>; Eneida.Martinez@Bridgeportct.gov; Newton, Ernest < Ernest. Newton@Bridgeportct.gov>; 'Ernie Newton' < newton@CAREERRESOURCES.org> Cc: Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>; Pettway, Lonnette <Lonnette.Pettway@Bridgeportct.gov>; Williams, Althea < Althea. Williams@Bridgeportct.gov>

Subject: RE: Targeted Residential Picketing Resolution Councilman Cruz

Importance: High

Folks, I spoke with Jorge and due to COVID protocols we need this logged in now to process it. Please sign on at council meeting or in committee, doesn't affect being a cosponsor.

From: Boyer, Mike

Sent: Wednesday, January 13, 2021 2:39 PM

To: Burns, Scott < Scott.Burns@Bridgeportct.gov >; McCarthy, Matthew < Matthew.McCarthy@Bridgeportct.gov >; Cruz, Jorge < Jorge, Cruz@Bridgeportct.gov >; Denese, Taylor-Moye@bridgeportct.gov; Brown, Marcus < Marcus. Brown@Bridgeportct.gov>; Brantley, Mary E. < mary.brantley@bridgeportct.gov>; Herron, Jeanette <<u>Jeanette.Herron@Bridgeportct.gov</u>>; Defilippo, Michael <<u>Michael.Defilippo@Bridgeportct.gov</u>>; amymarie.vizzo-

paniccia@Bridgeportct.gov; Michelle.Lyons@Bridgeportct.gov; Roman-Christy, Rosalina < Rosalina.Roman-Christy@Bridgeportct.gov>; Lee, Mary A < MLEE@bridgeportedu.net>; McBride-Lee, Mary < Mary.McBride-

Lee@Bridgeportct.gov>; Silva, Avelino < Avelino.Silva@Bridgeportct.gov>; Alfredo.Castillo@Bridgeportct.gov; Nieves,

Aidee < Aidee. Nieves @ Bridgeportct.gov >; Valle, Maria < Maria. Valle @ Bridgeportct.gov >; Maria Pereira

< MPereira 0667@yahoo.com >; Suliman, Samia < Samia. Suliman@Bridgeportct.gov >; Eneida. Martinez@Bridgeportct.gov;

Newton, Ernest < Ernest.Newton@Bridgeportct.gov>; Ernie Newton < newton@CAREERRESOURCES.org>

Cc: Ortiz, Frances < Frances.Ortiz@Bridgeportct.gov >; Pettway, Lonnette < Lonnette.Pettway@Bridgeportct.gov >; Williams, Althea < Althea. Williams@Bridgeportct.gov>

Subject: Targeted Residential Picketing Resolution Councilman Cruz

Importance: High

Any cosponsors for the attached resolution. Need to know by 4:30 p.m. at latest.

Item # 01-20

Tentative Agreement with New York Typographical Union, CWA Local 14156 (Printers) regarding their Bargaining Unit Contract.



Report of Committee

Contracts

110

City Council Meeting Date: January 19, 2021

Attest:

herein n. Martine

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

ATTEST CLTY CLERK

SI LEB -8 LWIS: 3r CILA CFEBK2 OFFICE RECEIVED



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

Item No. 01-20

RESOLVED, That the attached Tentative Agreement between the City of Bridgeport and the New York Typographical Union, CWA Local 14156 regarding their bargaining unit contract for the period of July 1, 2019 through June 30, 2024, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS

Jeanette Herron, D-133rd, Co-chair	Matthew McCarthy, D-130th, Co-chair
Jorge Cruz, Sr., D-131st	Michael A. DeFilippo, D-133rd
Alfredo Castillo, D-136th	Samia S. Suliman, D-138th
Ernest E. N	Tewton II. D-139th

City Council Date: January 19, 2021

2		1	
IMPACT OF PROPOSED PRINTERS UNION CO	OFFICE OF POLICY AND MAGEMENT	CITY OF BRIDGEFORT	CITY OF PRINCIPAL CONTRACTOR OF THE PRINCIPAL CONTRACTOR O
NTRACT			

5 YRS

54,598	18,375	14,553	10,806	1 7,133	3,531	Total Wages Impact
			8 133	8	4	Medicare @1.45%
7,566	2,556		2 1,503		49	MERF Contribution @ 16.39%
		12,350		6 6,053	2,996	Total Base Salary =\$149.820
				41()4	2.009	Compounded increase
		2.00%	6 2.00%	1961.1	2.00%	Annual Increase
7/1/20-6/30/24	7/1/23-6/30/24	7/1/22-6/30/23	7/1/21-6/30/22	7/1/20-6/30/21	7/1/19-6/30/20	PRINTERS UNION
Effect	FY2024	FY2023	FY2022	FY2021	FY2020	

Please note that the Merf pension contribution rate will increase over the years based on the State pension board determined rate; however, those The 16.39% Merf rate is based on July 1, 2020 State of Connecticut (pension board) adopted rate.

	Projected Savings 1,655 1,652 1,646	Gross salary / 260 work days per year \$149,820 / 260 work days X 5 days 2,998	(assume average annual 5 days accumulation) (assume 2% annual wage increase)	Elimination of sick Days Accumulation Savings	assume annual 5% premium increases)	1,226 1,287 1,351	1		The state of the s
	1,639	3,058	-	- 1	-	1,419			
211	1,629	3,119			4	1,490			
-	8,221	14,994)	183.	13	1	13	-

Page 1

TENTATIVE AGREEMENT

City of Bridgeport

8

NY Typographical Union, CWA Local 14156

July 8, 2020

Duration: July 1, 2019 thru June 30, 2024

ARTICLE 10 - WAGES

10.1 Wage changes

- A. Effective and retroactive to July 1, 2019, the annual wages of employees shall be increased by two percent (2.0%).
- B. Effective July 1, 2020, the annual wages of employees shall be increased by two percent (2.0%).
- C. Effective July 1, 2021, the annual wages of employees shall be increased by two percent (2.0%).
- D. Effective July 1, 2022, the annual wages of employees shall be increased by two percent (2.0%).
- E. Effective July 1, 2023, the annual wages of employees shall be increased by two percent (2.0%).
- 2.1 Delete entire clause Clause is illegal based on 2018 U.S. Supreme Court decision Janus v. AFSCME.
- 12.4 Retiree medical benefits only after 25 years of municipal service. [Last paragraph] Change "Effective upon signing this agreement ..." to "Effective 7/1/2009
- 12.4a Retiree medical cost basis. [NEW] For retirees and their enrolled eligible spouses at the time of retirement, upon 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.

12.4b No retiree medical benefits for new hires. [NEW] Any member of the bargaining unit hired on or after July 1, 2019 will not be entitled to post-retirement health benefits. It is understood that all employees hired prior to July 1, 2019 shall be entitled to post-retirement health benefits provided they meet the eligibility requirements in this agreement.

12.9 C & D - Healthcare Benefits Premium Cost Share (PCS) - Effective date change only upon approval of the TA. Members hired on or after 7/1/2019 pay escalating cost for health insurance (25% + 1% per year) - No retroactive reimbursements. Other sections and intent of Article 12.9 remains unchanged.

Article 15 - Sick Leave - Recognizing that the previously negotiated changes to this article were never fully implemented, the parties agree to implement these changes as of 1/1/2020. The first paragraph of Article 15.4 will be updated to read:

Employees with an existing accumulated balance of sick leave based upon municipal service with the City prior to January 1, 2020 and subsequent to March 30, 1992 shall have such accumulated balance frozen at the current rate of pay in effect on January 1, 2020.

Also, the fifth (5th) sentence of Article 15.3 will be changed from:

The employees will pay the premium for the short term/long term disability policy.

To:

The employees will be responsible for applicable income taxes on the premium value for the short term/long term disability policy.

EOR THE C

Joseph P.

FOR THE UNION:

Arthur Delanni, President

New York Typographical Union, CWA

Local 14156

Eric Amad

Labor Relations Director

7/10/2020

AGREEMENT

between

CITY OF BRIDGEPORT

and

NEW YORK TYPOGRAPHICAL UNION CWA Local 14156

July 1, 2019 to June 30, 2024

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PREAMBLE

The following agreement entered into by and between the "City of Bridgeport" and the "New York Typographical Union, CWA Local 14156", hereinafter referred to as "the City" and "the Union", is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by this agreement.

I. Union and Union Security

ARTICLE 1 - RECOGNITION

- 1.1 The City hereby recognizes the Union as the exclusive bargaining agent for the bargaining unit consisting of all regular full-time Printing tradesmen.
- 1.2 The Union hereby recognizes the Mayor of the City of Bridgeport or his/her designated representative, or representatives, as the sole representative(s) of the employer for the purpose of collective bargaining.

ARTICLE 2 - UNION SECURITY

2.1 The City will 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. 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.

ARTICLE 3 - UNION STEWARDS

3.1 There shall be one (1) Steward for the City of Bridgeport. Should any problem arise in connection with the employees covered by this Agreement, the steward shall report the matter to his superior. If the matter cannot be resolved, the steward shall then call the respective Union office to resolve the problem.

There shall be no loss of time when the steward is doing his duty as steward.

ARTICLE 4 - VISITS BY UNION REPRESENTATIVE

4.1 Accredited Representatives of the Union shall have access to the premises of the employer, at reasonable times, provided he/she notifies the Supervisor in the work area of his/her presence when he/she arrives, and his/her presence will not disrupt the orderly routine of the Department.

II. Management and the Workplace

ARTICLE 5 - MANAGEMENT RIGHTS

Except as specifically modified or restricted by any provisions of this agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested solely in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to: direct, recruit, select, train, promote, discipline, transfer, assign, layoff and discharge personnel; determine the number and types of positions, organizational structure and technology required to provide City services; define the duties and responsibilities of each position and function; determine, acquire and maintain essential equipment and facilities requires for services and functions; contract for services and material with other units of government and/or private contractors; take any necessary measures to establish and 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, rules and procedures regarding employee standards of conduct and the manner which work is to be performed; perform the tasks and exercise the authority granted by statue, charter and ordinance to the City in fulfillment of its legal responsibilities.

The City's failure to exercise any right prerogative or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in any particular way, shall not be considered a waiver of the City's capacity or ability to exercise such right, prerogative or function or preclude it from exercising the same in any other way not in conflict with the express provisions of this agreement.

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 this Agreement, and may be subject to grievance or arbitration proceedings only as specifically provided for in this Agreement.

ARTICLE 6 - MANPOWER

- 6.1 The City agrees to hire only qualified Union tradesmen to fill newly created positions, and only qualified Union tradesmen to fill vacancies the City plans to fill; provided that before any employee is hired pursuant to this Article, the respective Union shall refer a qualified tradesman who is acceptable to the City.
- 6.2 Apprentices The City, at its option, may hire apprentices per printing department with the following ratio:

1 apprentice to 3 journeymen 2 apprentices to 6 journeymen

All apprentices shall be required to meet all applicable trade standards for applicable apprenticeship and shall also be acceptable to the City.

6.3 Training - The City shall establish on-the-job training programs from time to time to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. If such training is done during working hours, the employee shall receive his regular hourly rate while undergoing training. If training is conducted outside normal working hours, no compensation will be paid to employees undergoing training.

ARTICLE 7 - WORK WEEK SCHEDULE AND OVERTIME

- 7.1 The work week shall be thirty-seven and one half (37 1/2) hours a week, (bargaining unit employees shall work from 8:00 a.m. to 4:00 p.m. with a half (1/2) hour un-paid lunch period).
- 7.2 All employees covered by this agreement will be paid time and one-half for work actually done in excess of the scheduled workday.
- 7.3 All employees will work overtime when requested to do so by management.
- 7.4 Employees shall be notified of such assignment as soon as practicable. In the event that all employees refuse, or are not available, to work overtime, the least senior employee in the classification and area affected by the overtime work must work such overtime. In the event of an emergency declared by the Mayor, no one can refuse to work overtime. An employee, when asked to work overtime, must not be told to take another day off without pay.
- 7.5 Overtime will be divided equally among the workers where there is more than one (1) worker in that craft.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

- 8.1 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 1 The employee or the Union Representative, with or without the employee, shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee or the 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 2 If the grievance still remains unadjusted, it shall be presented by the Union Representative to the City's Labor Relations Officer, in writing, ten (10) days after the response of the Department Head is due. Within one week after submission, a meeting shall be held between the Union Representative and the Labor Relations Officer for the purpose of adjusting the grievance. The City's Labor Relations Officer shall respond to the grievance, in writing, at the meeting or within fifteen (15) days afterwards. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Office is due, by written notice to the other, request arbitration. The parties agree to submit all grievances to the American Arbitration Association (AAA) under the rules of voluntary arbitration of the American Arbitration Association. The arbitrator(s) shall limit its decisions strictly to applications, 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 issue submitted.

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

- 8.2 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).
- 8.3 Grievances initiated by the employer shall be processed in this same manner, but they may be initiated at Step II. Upon mutual agreement by the City and the Union, any of the time limits in this Article may be waived.
- 8.4 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.

ARTICLE 9 - DRUG AND ALCOHOL TESTING

9.1 The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General Statutes, Sections 3151t through Sections 31-51bb inclusive, excluding section 31-51v. The drug and alcohol testing policy for those employees required to have a CDL shall be incorporated by reference.

III. Monetary Payments

ARTICLE 10 - WAGES

- 10.1 (a) Effective and retroactive to July 1, 2019, the annual wages of employees shall be increased by two percent (2.0%).
- (b) Effective July 1, 2020, the annual wages of employees shall be increased by two percent (2.0%).
- (c) Effective July 1, 2021, the annual wages of employees shall be increased by two percent (2.0%).
- (d) Effective July 1, 2022, the annual wages of employees shall be increased by two percent (2.0%).
- (e) Effective July 1, 2023, the annual wages of employees shall be increased by zero percent (2.0%).

Apprentice Wages - Effective April 1, 1996, apprentices' base hourly wages shall be according to the following formula:

First Year Apprentice	1st 6 months of Journeyman's rate -	40%
Actual Control of Control	2nd 6 months of Journeyman's rate -	45%
Second Year Apprentice	1st 6 months of Journeyman's rate -	50%
May 2012 - Card - A 12 - Card	2nd 6 months of Journeyman's rate -	55%
Third Year Apprentice	1st 6 months of Journeyman's rate -	60%
	2nd 6 months of Journeyman's rate -	65%
Fourth Year Apprentice	1st 6 months of Journeyman's rate -	70%
	2nd 6 months of Journeyman's rate -	75%

- 10.2 <u>Call Back</u> When an employee is called in for work outside of his regularly scheduled working hours, he 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.
- 10.3 Employees required to work in a higher classification than their normal classification shall be paid the rate of the higher classification for that period of time.

- 10.4 All employees' work schedule shall provide for a fifteen (15) minutes rest period during each one-half shift. The rest period shall be scheduled at the middle of each shift whenever this is feasible and shall not be annexed to lunch periods.
- 10.5 Effective July 1, 2010 all bargaining unit members shall be paid through the City's direct deposit payroll system.

ARTICLE 11 - LONGEVITY PAY

- 11.1 Employees with five (5) years of continuous service shall receive seventy dollars (\$70) x years of service. Such payments shall not exceed one thousand five hundred dollars (\$1,500).
- 11.2 Eligible employee must be on the payroll as of August first of each year to be eligible to receive longevity payments, and the years of continuous service is computed as of August first of each year.

IV. Benefits

ARTICLE 12 - INSURANCE

- 12.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:
 - A. "Medical Benefits", including prescription benefits, shall be in accordance with the State of Connecticut Partnership 2.0 Plan. (Summary attached as Appendix A "Medical Plan").
 - B. The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
 - C. The VSP Vision Benefits Plan, or its equivalent, as outlined and attached hereto as Appendix B.
- 12.2 The City provide and pay for the cost of a Group Life Insurance Policy the amount of twenty thousand (\$20,000) dollars with accidental death and dismemberment for all employees.
- 12.3 Retirees prior to June 30, 2004, 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).

12.4 For employees, and their surviving spouses, if any, who retire subsequent to June 30, 2004, the City will provide and pay for the same benefits under the Prescription Drug Plan and the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan, as provided for active employees as the same may be modified from time to time under this or any future collective bargaining agreement. Such retirees, and their surviving spouses, shall make the employee contributions equal to those of active employees at the time of their retirement plus any increase in such contributions as such increase may exist from time to time for active employees. Coverage for surviving spouses shall terminate upon remarriage. Retirees must accept and pay for Medicare Part B coverage if eligible. For purposes of this Article the term "retirees" shall mean employees who are eligible for full pension benefits in accordance with CMERF Fund B Requirements and who have: (A) completed fifteen (15) years of municipal service and are fifty—five (55) years of age; or (B) completed twenty-five (25) years of municipal service regardless of age.

Effective 7/1/2009, any newly hired employee into the Typographical Union shall receive the above benefits after completing twenty-five (25) year of municipal service.

- 12.4a For retirees and their enrolled eligible spouses at the time of retirement, upon 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.
- 12.4b Any member of the bargaining unit hired on or after July 1, 2019 will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to July 1, 2019 shall be entitled to post-retirement health benefits provided they meet the eligibility requirements in this agreement.
- 12.5 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 Plans as set forth in Section 12.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plans as specified in Section 12.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.
- 12.6 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 12.1 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 12.1 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 12.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at last as well under the proposed substituted coverage.

Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 12.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

- 12.7 Effective on the execution date of this Agreement, the City shall provide a payment of lieu of health benefits for employees that waive such coverage, in the amount of five hundred (\$500) dollars per year.
- 12.8 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.

Employees must notify the City within thirty (30) days of any divorce decree or repay by payroll or pension reduction any Health Benefits claims improperly paid as result of a failure to give such notice.

- 12.9 A) Effective July 1, 2012, all active employees shall contribute twenty-five percent (25%) of the Premium Cost toward the cost of coverage for any Health Benefits provided. The above Premium Cost or Premium Cost Share (PCS) is guaranteed to remain intact during the individual employee's employment period and entire period of retirement. For purposes of this Section (and wherever applicable elsewhere in this Article) "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third-party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").
- B) As previously agreed, the premium cost share (PCS) to be paid by current

members of the union as of 7/1/2009 increased according to the following schedule:

Effective 7/1/2009	12%
Effective 7/1/2010	18%
Effective 7/1/2011	21%
Effective 7/1/2012	25%

- C) Members of the Union, or new members to the Union by virtue of an intra-City transfer, who were hired on or before June 30, 2019 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. 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.
- D) New members to the Union, regardless of hire date, who were hired on or after July 1, 2019 shall pay a PCS contribution for their health care insurance according to the following schedule:

July 1, 2019	25%
July 1, 2020	26%
July 1, 2021	27%
July 1, 2022	28%

PCS shall increase by 1% per year on July 1st of each year, until a cap of 50% is reached. This PCS cap of fifty (50%) is guaranteed to remain intact during the entire period of retirement.

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

- E) Employees covered under item 12.9C 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 12.9D above. Exceptions to this provision are:
 - a) Employees recalled from layoff from an unexpired recall list, or
 - 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.
- F) This agreement covers PCS contributions for health care insurance (medical and prescription coverage) as generally provided by the City in 2009. This agreement

shall not apply to new or substantially altered benefits plans not currently offered by the City, which may be instituted by the City or offered to its employees in the future.

- 12.10 A) The City may implement 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.
- 12.11 If any employee who retires on or after June 30, 2008 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 alternate coverage or the retirees' 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.

ARTICLE 13 - PENSION PLAN

All eligible employees in the bargaining unit shall be covered by Connecticut Municipal Employees Retirement System (CMERS). Employees will be eligible to have their pension contribution to CMERS be on a pre-tax basis in accordance with CMERS requirements once all employees of the City, currently covered by CMERS, shall be agreed, pursuant to CMERS requirements, through their collective bargaining agreements for union employee or by City determination for non-union employees, to have contributions made on a pre-tax basis.

V. Holidays and Leaves

ARTICLE 14 - HOLIDAYS

- 14.1 All employees covered by this agreement shall be paid and have the following days off as holidays:
 - · New Year's Day
 - · Martin Luther King's Day
 - · President's Day
 - Good Friday
 - Memorial Day
 - · Independence Day

- · Labor Day
- · Columbus Day
- Veteran's Day
- Thanksgiving Day
- 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, or the Mayor of the City of Bridgeport.

- 14.2 If a Holiday falls on Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.
- 14.3 Employees are required to work the day before a holiday and the day after a holiday, as defined above, in order to receive pay for the holiday, unless excused in advance on either day for reasons acceptable to the City. Such excuse shall not be subject to the provisions of Article 8.
- 14.4 If an employee, in case of an emergency, is required to work on a holiday, he/she shall be paid double time.

ARTICLE 15 - SICK LEAVE

- 15.1 Employees shall earn ten (10) days of sick leave per annum which shall accrue to employees on April 1st of each fiscal year. Unused sick leave days as of March 31st of any year will be lost and may not be carried forward or accumulated from year to year.
- 15.2 A medical certificate, acceptable to the City, shall be required for any absence of three (3) or more consecutive days.
- 15.3 The City will provide a short term/long terms disability plan under which the plan administrator/insurer will pay for any absence due to off-duty sickness or injury after such absence shall exceed seven (7) working days in duration. Such payment will be at the rate of sixty percent (60%) of the employee regular straight time salary and shall not be subject to federal income taxation in accordance with applicable federal tax

law. The terms and conditions of the short term/long term disability plan shall be provided for in the insurance policy and provided to the union. The City may change insurance carriers for such plan provided that the essential terms and conditions are not adversely affected thereby. The employees will be responsible for applicable income taxes on the premium value for the short term/long term disability policy. Employees must submit to the plan administrator any required claim form and medical and/or other documentation of their claim and disability.

15.4 Employees with an existing accumulated balance of sick leave based upon municipal service with the City prior to January 1, 2020 and subsequent to March 30, 1992 shall have such accumulated balance frozen at the current rate of pay in effect on January 1, 2020.

Such accumulated balance paid out to any retiring employee upon retirement from City service on a lump sum basis of fifty percent (50%) of such accumulated balance. Employees with an existing accumulated balance of sick leave with the City prior to April 1, 1992 shall be paid such balance upon retirement from City service on a lump sum basis at eighty five percent (85%) of accumulation at the salary dollar value effective on April 1, 1992. On the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her beneficiary, as designated by the employee, under the terms of the Connecticut Municipal Employees Retirement System ("CMERS"), as if such employee had retired.

- 15.5 Employees who have no absences on sick leave and/or short term/long term disability and/or worker's compensation leave during any one (1) year period from April 1st to March 31st, commencing with April 1, 2005, will be paid a perfect attendance bonus of four hundred dollars (\$400.00). The City will use its best efforts to make such payment prior to May 31st.
- 15.6 The City shall maintain a system for tracking employees' accumulation and use of sick leave and shall periodically advise the employees of this information. Employees may make an individual inquiry to such information annually.

ARTICLE 16 - BEREAVEMENT AND PERSONAL LEAVE

16.1 Each employee shall be granted leave with pay in the event of a death in their immediate family. Such leave shall start on the day of death and continue through the day of burial, except that in no event shall such leave be more than three (3) days commencing with the day of death. For the purposes of this Article, the term "immediate family" shall mean and include the following: mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, and foster parents.

- 16.2 Up to three (3) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied.
- 16.3 Leaves of absences shall be granted in accordance with the Family and Medical Leave Act. All leaves of absences shall be submitted to the Director of Labor Relations for approval.

ARTICLE 17 - VACATIONS

- 17.1 The vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.
- 17.2 Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service, but not to exceed one (1) calendar week in the contract year such service is rendered. In each contract year, any employee with one (1) or more years of municipal service, put less than five (5) years of such service shall receive two (2) weeks' vacation with pay. In each contract year, any employee with (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 shall receive four (4) weeks of vacation with pay.
- 17.3 Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year but are not eligible for the option of payout for unused vacation time.
- 17.4 Employees with three (3) or more weeks vacation may exercise the option of carrying over up to a maximum of two (2) weeks of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year but are not eligible for the option of payout for unused vacation time.
- 17.5 The parties agree that those individuals who had five (5) weeks vacation at the time the vacation was reduced from five (5) to four (4) weeks, shall be grandfathered so that they retain five (5) weeks of vacation

ARTICLE 18 - WORKERS' COMPENSATION AND MODIFIED DUTY

18.1 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. This work is intended to be transitional and temporary in nature and will normally not exceed three (3) months. The City reserves the right to limit the number of positions available.

- 18.2 Employees on workers' compensation shall be granted a leave until they have reached maximum medical recovery, unless otherwise provided under this Agreement.
- 18.3 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 such may be modified from time to time by the Plan Administrator.

ARTICLE 19 - JURY DUTY

The City will reimburse employees who are summoned and required 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) 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:

- a. 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.
- b. No employee shall be eligible for the City reimbursement provided herein for jury duty more often than once in a fiscal year.

ARTICLE 20 - MAXIMUM LEAVE

- 20.1 The maximum leave granted to any employee for any reason shall not exceed twelve (12) months.
- 20.2 The Director of Labor Relations, or his/her designee, may extend this period, at his/her discretion, when there are extenuating circumstances and the anticipated return date is within a specified time not to exceed sixty (60) days of the end of the leave. Such extension shall not exceed a maximum of sixty (60) additional days.
- 20.3 Leave of absences shall be granted in accordance with the Family and Medical Leave Act and the City's Family and Medical Leave Policy.

20.4 All leaves of absence shall be submitted to the Director of Labor Relations for approval.

VI. Miscellaneous

ARTICLE 21 - NONDISCRIMINATION

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 agree by both parties.

ARTICLE 22 - AFFIRMATIVE ACTION

22.1 The City of Bridgeport and the Union agree to hire qualified minorities as tradesmen and apprentices in keeping with the Affirmative Action Policy endorsed by the Mayor and the City of Bridgeport.

ARTICLE 23 - AMERICANS WITH DISABILITIES ACT

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

ARTICLE 24 - DURATION

- 24.1 This agreement will be effective when signed by all parties and approved in accordance with current applicable state statutes. The duration of this agreement shall be from July 1, 2019 to June 30, 2024. In the event that either party wishes to extend, amend, or change this Agreement, notice to all parties must be given in writing no later than one hundred and eighty (180) days prior to the termination date as herein stated. Upon receipt of such notice, all parties will arrange a mutually convenient meeting for the purpose of consummating a new Agreement.
- 24.2 Wage increases provided under this agreement will be retro-active to the date of increase or the employee's date of hire, whichever is later.

ARTICLE 25 - CLERICAL ERRORS

The parties agree to fully cooperate and adjust the collective bargaining agreement for any clerical errors contained within the agreement. It is the intention of the parties that if any clerical errors do occur that the City and Union will work to rectify the errors. If the parties are unable to come to an agreement regarding any clerical error revisions, the parties agree to enter binding arbitration in accordance with the procedure established in Article 8 of the Collective Bargaining Agreement.

In witness whereof thishands.	day of, 20 the parties hereto set their
FOR THE CITY:	FOR THE UNION:
Joseph P. Ganim, Mayor	Arthur Delanni, President New York Typographical Union, CWA Local 14156
Eric Amado Labor Relations Director	



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 Jersery, 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 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.



POS MEDICAL BENEFIT SUMMARY

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) Waived for HEP-compliant members	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay after 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 (So 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	\$o copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays ¹ ** 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% physurance.



POS MEDICAL BENEFIT SUMMARY

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	\$ o	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)	\$o	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 esulting from autism, stroke, tumor emoval, injury or congenital anomalies of he 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.

A MESSAGE FROM UNITEDHEALTHCARE

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.

For information on these discounts and special offers, please visit partnershipstateofct.welcometouhc.com

UnitedHealthcare*

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 to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at other 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.



PRESCRIPTION DRUGS

PRESCRIPTION DRUGS	Maintenance* (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
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	o 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.

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) 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 mailorder 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).

⁺⁺ 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.



HEALTH ENHANCEMENT PROGRAM

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	AGE						
SCREENINGS	0-5	6-1/	18-24	25-29	30-39	49-49	50+
Preventive Visit	ı 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	50-64: Every 3 years
Dental Cleanings*	N/A	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 to years or Annual FIT/FOBT to age 75

lental 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.



HEALTH ENHANCEMENT PROGRAM

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 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.



YOUR BENEFIT RESOURCES

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

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 1-800-318-2572

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

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.

HEALTH ENHANCEMENT PROGRAM (HEP)

BY THE STATE OF CONNECTICUT AND CARE MANAGEMENT SOLUTIONS -- A CONNECTICARE AFFILIATE

Welcome to the State of Connecticut Health Enhancement Program (HEP) For Partnership Plans

Care Management Solutions Inc. (CMSI) administers HEP for the State of Connecticut employees and municipalities that join the Partnership. HEP is designed to positively impact the overall health of its participants, and has two components – Preventive Requirements and Chronic Condition Education and Counseling.

Preventive Requirements

Each enrolled participant must complete age/gender appropriate preventive exams and screenings – see grid on reverse side.

Chronic Condition Education and Counseling

The HEP program requires participants who have been identified with the following -

- Diabetes (Type 1 or 2)
- Asthma or COPD
- Heart disease/Heart Failure
- Hyperlipidemia
- Hypertension

to read certain educational materials as well as participate in Care Management with a CMSI Registered Nurse if one should call you.

Why Stay in HEP?

Along with staying healthy, Partnership employees and their dependents who are enrolled in the program receive a number of financial benefits by remaining compliant with the program.

- Lower premium payments Non-HEP employees pay an additional \$100.00 per month in premium
- Lower out of pocket expenses Non-HEP employees pay annual \$350 individual (\$1,400 family) In-network medical deductible
- Office Visit copays are waived for visits related to the above chronic conditions
- Lower to \$0 copays for medications used to treat any of the above chronic conditions

What You Need to Do

The program year is measured on a calendar year basis with the look back period being the end of the year. As a new Partnership plan you will not need to meet the requirements until 12/31/2019.

Claims are received by CMSI on a weekly basis from your medical and dental carriers which are used to capture compliance. If you have had a service completed prior to insurance coverage under the Partnership Plan that would satisfy one of your requirements, you may need to have a Physician Notification Form (PNF) completed.

You will have access to a website (CTHEP.com) after your insurance goes into effect that you can use to check your compliance status and complete your chronic requirements if appropriate. You will receive reminder emails to visit the web portal to check your status throughout the year.

In addition to the HEP website, we have a dedicated Customer Service team that can assist you with any of your questions regarding the program. You can contact them at 1.877.687.1448 Monday thru Thursday 8:00 a.m. to 6:00 p.m. and Friday 8:00 a.m. to 5:00 p.m. Address: 175 Scott Swamp Rd, PO Box 4050, Farmington, CT 06034-4050 Fax: 1.855.207.1640. Email: HEPquestions@Connect2YourHealth.com

Office of the State Comptroller Website: www.osc.ct.gov/ctpartner

CARE MANAGEMENT SOLUTIONS

HEP REQUIREMENTS

PREVENTIVE	AGE						
SCREENINGS	6.0	6-17	18-24	25-29	30-39	65-05	50+
Preventive Visit	ı per year	1 every other year	Every 3	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7	Every 7	Every 4	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			
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)	K/K	W/W	A/N	N/A	1 Screening between age 35-39	As recommended by physician	As recommended by physkian
Cervical Cancer Screening (Pap Smear)	A/N	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	A/N	N/A	Z/Z	N/A	N/A	Colonoscopy every to years. Annual FIT/FOBT to age 75 or Cotoguard Screening every 3 years

Fur those with a chronic condition. The household must meet all preventive and chronic requirements to be compliant.

Your Personal Prescription Benefit Program

CT Partnership Groups

Your prescription benefit plan, administered by CVS Caremark, is designed to bring you quality pharmacy care that will help you save money.

Where	Acute Medications For short-term medications (Up to a 30-day supply)	Meintenance Medications For long-term medications (Up to a 90-day supply) Mandatory CVS Caremark Mail Service or State of CF Maintenance Drug Network* after initial 30-day fill at retail	Diabetes Maintenence Medications For long-term medications (Up to a 90-day supply)	Health Enhancement Program Only Enrolled participants with Asthma/ COPD, Heart Failure/Heart disease, Hyperlipidemia, or Hyperlension qualify for reduced copays on condition-related maintenance medications (Up to a 90-day supply)
	Any participating CVS Caremark Retail Network Pharmacy, To locate a CVS Caremark participating retail network pharmacy in your area, simply click on 'Find a Pharmacy' at network are mark.com or call Customer Care toll-free at 1-800-318-2572	pharmacy that participates in	ed at one of our 9,600 CVS Pharm in the State of CT Maintenance Dr facy, your medications can be se	tions through CVS Caremark Mail nacy locations as well as a retail rug Network When you use CVS nt directly to your home or office.
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less	\$5 for lower cost generic prescriptions \$10 for higher cost generic prescriptions	\$5 for lower cost generic prescriptions \$10 for higher cost generic prescriptions	\$0 for a generic prescription	\$0 for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$25 for a preferred brand-name prescription	\$25 for a preferred brand-name prescription	\$0 for a preferred brand-name prescription	\$5 for a preferred brand-name prescription
Non-Preferred Brand-Hame Medications fou will pay the most for medications not on your plan's preferred drug list.	\$40 for a non-preferred brand-name prescription	\$40 for a non-preferred brand-name prescription	\$8 for a non-preferred brand-name prescription	\$12,50 for a non-preferred brand-name prescription
Maximum Out-of-Pocket	\$4,500 per individual / \$9,200 per family			
Veb Services	Go to the State of CT Comptroller's website,	www.osc.co.gcv.be.rehts/phaini	acy from for drug cost tools, drug	lists forms etc.
ustomer Care	Contact Customer Care at 1-800-318-2572			Construction Same

^{*} State of CT Maintenance Drug Network- All CVS Pharmacles are included in the State of CT Maintenance Drug Network. Other retail participating pharmacles that elect to join are also included.

Any pharmacy interested in joining the State of CT Maintenance Drug Network, log on to www.caremark.com, click on "Pharmacists and Medical Professionals", click on "State of CT Custom Maintenance Drug Network process (PDF)" for more information.

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CVS/caremark

Frequently Asked Questions

CVS Caremark ID Cards

How do I get a new ID card?

New members will automatically receive 2 ID cards per family in the employee's name. If you have lost your ID card or need additional ID cards, please contact Customer Care at 1-800-318-2572. Become a registered user on www.caremark.com (Member Sign in) and print a copy of your ID card. You may also register and use the CVS Caremark mobile app.

About CVS Caremark Mail Service and the State of CT Maintenance Drug Network

Where can I fill maintenance (long-term) prescriptions?

The choice is yours. You can order up to a 90-day supply of maintenance medications at:

CVS Caremark Mail Service: Register for mail service by phone at 1-800-875-0867 or log onto www.caremark.com/faststart and sign in or register, if necessary. Have your CVS Caremark ID, the names of your medications, your provider's information, and your payment information ready.

CVS Pharmacy: Visit your local CVS Pharmacy. If you are currently using CVS Pharmacy to fill your maintenance medications, you can continue to do so.

State of CT Maintenance Drug Network: If your pharmacy is participating in the State of CT Drug Network, you can utilize the pharmacy to dispense your maintenance medications.

Do I only have to use a CVS Pharmacy?

You can utilize any participating retail pharmacy to fill your acute (short-term) medications. For maintenance medications, you are allowed one 30-day fill only at any participating retail pharmacy. After the first 30-day fill, you must fill your prescription through the CVS Caremark Mail Service, CVS Pharmacy, or other pharmacies participating in the State of CT Maintenance Drug Network. A full list of pharmacies in the network can be found on the State of CT Comptroller's website at www.osc.ct.gov.benefits/pharmacy.htm.

How long does it take for my prescriptions to arrive by mail?

Please allow 7-10 days for delivery from the time the order is placed. You are able to check your refill status online or by calling 1-800-318-2572. Please note: mail order packaging accommodates all temperature sensitive drugs.

About the CVS Caremark Preferred Drug List

What is a preferred drug list and where can i get a copy of the updated drug list?

A preferred drug list is a list of preferred prescription medications that have been chosen because of their clinical effectiveness and safety. This list is typically updated every three months. The list promotes the use of preferred brand-name and generic drugs whenever possible. The U.S. Food and Drug Administration (FDA) requires generic drugs to be therapeutically equivalent to a brand-name drug in dosage, strength, route of administration, quality, performance, and intended use. Generally, generic drugs cost less than brand-name drugs.

You can get an updated preferred drug list in a few ways: As a registered user on www.caremark.com (Member Sign In), by contacting Customer Care at 1-800-318-2572; or by visiting the State of CT Comptroller's website at www.osc.ct.gov/benefits/pharmacy.htm.

Am I required to fill a generic medication?

For brand-name drugs with a generic equivalent available, you are responsible for the difference in cost between the generic and brand-name medication plus the copay if you or your provider request the brand-name drug.

For multi-source brand-name drugs, there are some that are formulary and others that are excluded. For formulary multi-source brand-name drugs, there is a coverage exception process based on medical necessity and other circumstances. The form can be located at www.nsc.ct.gov/benefits/pharmacy.htm. If approved, the difference in cost will be waived. For multi-source brand-name drugs excluded from the formulary, this form should not be utilized. For the Formulary Exception/Prior Authorization Request Form, go to www.caremark.com/portal/asset/Global_Prior_Authorization_Form.pdf.

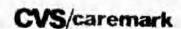
What is a prior authorization?

Certain medications require prior authorization before they receive coverage under the plan. Some medications are covered with restrictions on the quantity and other medications are excluded from the plan. Members can initiate a prior authorization by having their provider contact CVS Caremark at 1-800-626-3046 or by visiting https://www.caremark.com/click on "Prior Authorization">https://wwww.caremark.com/cli

What are compound medications and how are they covered?

Compound medications are made by combining, mixing, or altering ingredients, in response to a prescription, to create a customized medication that is not otherwise commercially available. In most cases, these medications will require prior authorization before obtaining coverage under the plan. Your provider can follow the above prior authorization procedure.

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Appendix B

Your Vision Benefits Summary



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 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.

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'. Visit vap.com to find a Premier Program location that carries these brands. Prefer to shop online? Check out all of the brands at 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 or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

Brands/Promotion subject to change.

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

Benefit	Descric (pri	Cut
WellVision Exam	Focuses on your eyes and overail wellness Every 12 months	\$20
Prescription Gla	1801	\$30
Frame	 \$105 allowance for a wide selection of frames \$125 allowance for featured frame brands 20% savings on the amount over your allowance \$60 Costco® frame allowance Every 24 months 	Included in Prescription Glasses
Lenses	 Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children Every 12 months 	Included in Prescription Glasses
Lens Enhancements	Standard progressive lenses Premium progressive lenses Custom progressive lenses Average sevings of 35-40% on other lens enhancements Every 12 months	\$50 \$80 - \$90 \$120 - \$160
Contacts (Instead of glasses)	 \$105 allowance for contacts and contact lens exam (fitting and evaluation) 15% savings on a contact lens exam (fitting and evaluation) Every 12 months 	\$0
Diabetic Eyecare Plus Program	 Services related to diabetic eye disease, glaucome 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. As needed 	\$20
	Glasses and Sunglasses Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. 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.	
Extra Savings	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam	
	Laser Vision Correction Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities After surgery, use your frame allowance (if eligible) for	

sunglasses from env VSP doctor

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

Contacts

Progressive Lensesup to \$80

.up to \$40

.up to \$45

...up to \$40

... up to \$60

Single Vision Lenses

Lined Bifocal Lenses ...



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Ordinances begs leave to report; and recommends for adoption the following resolution:

Item No. *196-19 Consent Calendar

Be It ORDAINED by the City Council of the City of Bridgeport, that the following amended language included in Exhibit A be made a part of the Municipal Code of Ordinances Chapter 12.17 – Honorary Street Designations effective upon publication.

Exhibit A

Chapter 12.17 - Honorary Street Designations

12.17.010 - Establishment and Purpose.

A. There is hereby established an Honorary Street Naming Program in the City of Bridgeport. The program sets forth criteria for requesting that a street be designated with an honorary street sign, fees to be paid, and process for seeking final approval by the City Council.

12.17.020 - Designation of Administering Agency and Responsibilities.

- A. The Office of the City Engineer is hereby designated the administering agency for the Honorary Street Naming Program.
- B. The City Engineer shall establish an application, to be made publicly available, which shall include all questions necessary and proper for the consideration of an honorary street sign designation including, but not limited to: the name of and biographical information for the honoree, the street intersections to be designated, the proposed wording of the honorary street sign, a description of the honoree's contribution to the City of Bridgeport and connection to the street or area be designated, and such other criteria as the City Engineer may deem appropriate. Applications must be filled out in their entirety in order to be considered.
- C. The City Engineer shall establish a petition form for honorary street sign designations, and applicants must file said petition—signed by residents representing at least fifty (50) percent of the addresses on the specific block being designated with honorary signage—at the time of application.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on <u>Ordinances</u> Item No. *196-19 Consent Calendar

-2-

D. The applicant shall pay a one-time filing fee of one hundred seventy-five dollars (\$175.00) to cover administration costs and the cost of the sign production and installation. The City shall, upon a negative vote of the City Council, refund the fee in its entirety to the applicant.

12.17.030 - Council Approval.

A. The City Engineer shall, upon a determination that the application is complete, forward the application and associated documents to the City Clerk for consideration by the City Council. The City Council shall have the power to review and approve or disapprove any request for an honorary street sign designation.

RESPECTFULLY SUBMITTED, THE COMMITTEE ON ORDINANCES



City Council Date: January 4, 2021 & January 19, 2021; Tabled by City Council. Resubmitted on: February 1, 2021