

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, DECEMBER 20, 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**

ADDED:

Appointment of Special City Council Committee for Redistricting.

Election by Roll Call Vote to fill for the unexpired portion of the term of office the vacancy in the City Council Membership from the 132nd District.

AGENDA

CITY COUNCIL MEETING

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Prayer

Pledge of Allegiance

Roll Call

- 10-21** Public Hearing re: Proposed Resolution making certain findings required by the City and Town Development Act (As Precursor to Consideration of a Tax Incentive Development Agreement) for Steelpointe - New Residential Development along East Main Street South of Stratford Avenue.
- 11-21** Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for a New Residential Development at Steelpointe along East Main Street South of Stratford Avenue.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 4, 2021

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

- 13-21** Resolution presented by Council Member(s) Cruz & Herron and Co-sponsors Valle, Simmons & Newton re: Proposed Resolution Declaring Homelessness as a Public Health Crisis, referred to Economic and Community Development and Environment Committee.
- 14-21** Resolution presented by Council Member Newton re: Proposed Resolution to determine the Membership and Status of the Fair Rent Commission, referred to Miscellaneous Matters Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *02-21** Contracts Committee Report re: Agreement with the Bridgeport School Crossing Guards Association regarding their Bargaining Unit Contract for the term of September 1, 2021 through August 31, 2026.

MATTERS TO BE ACTED UPON:

- 01-21** Contracts Committee Report re: Agreement with the Connecticut Association of Labor Unions (CALU), (Nurses Union) regarding their Bargaining Unit Contract for the term of July 1, 2019 through June 30, 2025.

(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; 2021-2022; Full/Minutes/Size; 2021-12-20 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 20, 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
Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Follow up – Response to CD/DVD – Civil Rights Violation.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Dreamport/Bridgeport.
Karen Jackson 209 Virginia Avenue Bridgeport, CT 06610	Policy before State/Federal Laws and settlement agreement – not being honored on behalf of son.
Johnny Ray Moore 574-576 Union Avenue Bridgeport, CT 06607	Bridgeport WPCA, Collection practices against property owners here in the City of Bridgeport.
Eneida Martinez 819 Connecticut Avenue, #2 Bridgeport, CT 06607	City Council Members accountability and stability as elected officials.
Maria Pereira 206 Bradley Street Bridgeport, CT 06610	Governance - (City Charter, Ordinances, Robert's Rules of Order, City Council Rules), Nurses Contract.

CITY COUNCIL MEETING

PUBLIC SPEAKING FORUM

MONDAY, DECEMBER 20, 2021

This meeting was conducted by Teleconference.

CALL TO ORDER

Council President Nieves called the Public Speaking session of the City Council to order at 6:38 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

- 130th District: Scott Burns, Matthew McCarthy
- 131st District: Jorge Cruz, Tyler Mack
- 132nd District: Marcus Brown
- 133rd District: *Aikeem Boyd*, Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: Mary McBride-Lee, Rosalina Roman-Christy
- 136th District: *Avelino Silva, Alfredo Castillo*
- 137th District: Aidee Nieves, *Maria Valle*
- 138th District: Maria Pereira, Michele Small
- 139th District: Wanda Simmons, *Ernest Newton*

RECEIVED
 CITY CLERK'S OFFICE
 21 DEC 27 PM 3:43
 CITY CLERK

The names in italics did not appear to respond during the roll call.

Council President Nieves reviewed the rules for Public Speaking.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 20, 2021 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE.

<u>NAME</u>	<u>SUBJECT</u>
Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Follow up – Response to CD/DVD – Civil Rights Violation.

Council President Nieves called for Mr. Young. There was no response. She called his name several times.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Dreamport/Bridgeport.

Mr. Lee welcomed the new Council Members. He then read the following statement into the record:

Municipal Dreams for “Dream Port” in Bridgeport

Council members, a moment please....just a moment before a beloved holiday, a time of celebration and faith for many, and the holiday generates lots of dreams for those of all ages and not just about “sugar plum fairies.”

At this moment City youth of varied ages have lost much of the previous two learning years. We know this from differences in testing, and test results; limits on classroom participation; socialization in the K-2 grades; necessary changes around the fun features of sports, music and school events sidelined, postponed, and canceled. No human no matter what their office, wealth, class, or status has an outside pre-set limit on their dream activity. They, or others may impose limits on what may be considered practical or effective. But the use of intelligence, feelings, lessons from life, and inspiration that combines into a dream, has no pre-set boundary which is why we should welcome fellow humans to our table when we would seek counsel, consider opinion, harvest dreams, or frame public issues. A commitment by members of a City body to request, provide for respectful listening, and be present to hear the current dreams of citizens would be a first step in such a listening harvest to find our human value in dreams for the City.

Our City though most populous in the State, both in actual numbers and in terms of density, is an example, of what happens when dreams are not considered, exploited, and delivered into the world of the real. A visit to the Connecticut sister cities of Hartford and New Haven recently, wandering through neighborhoods within their boundaries by auto, opened up comparatively fresher vistas, welcoming buildings, both private and public and cleaner streetscapes.

What if the City Council had an annual Dream Catcher Contest open to all, following multiple public invitations to several sessions, limited only as to time, 3-5 minutes, and a written or film submission? Will folks get excited to hear the energy of dreams released publicly? What might dreamers consider a proper reward for those who respond to such an invitation? Dreams are the products of the varied minds of all in our community. Can we spend dedicated regular times to be sure that this harvest benefits the community? Time will tell.

Council Member Newton joined the meeting at 6:47 p.m.

Karen Jackson
209 Virginia Avenue
Bridgeport, CT 06610

Policy before State/Federal Laws and settlement agreement – not being honored on behalf of son.

Council President Nieves called Ms. Jackson’s name several times. There was no response.

Johnny Ray Moore
574-576 Union Avenue
Bridgeport, CT 06607

Bridgeport WPCA, Collection practices
against property owners here in the City of
Bridgeport.

Mr. Johnny Ray Moore said that he was present to seek help as a property owner. He said that about five years ago, Atty. Epstein had initiated foreclosure on Mr. Moore's property on behalf of the WPCA. Later the suit was withdrawn and Mr. Moore has been making regular payments on the outstanding balance. He said that he received two notifications from the WPCA and contacted the WPCA, his Council representatives, and the City Attorney about this collection letter and received no response. This is terrible customer service by the WPCA and the City.

Eneida Martinez
819 Connecticut Avenue, #2
Bridgeport, CT 06607

City Council Members accountability and
stability as elected officials.

Ms. Martinez said that she would be mentioning accountability and stability in reference to Council Members. She said that the Council Members are accountable to standards proposed during campaigning and should own up to commitments and promises that were made. Council Members are responsible and responsive to the citizens who elect them. As an elected official, the Council Members will review and approve an annual budget and establish long and short term objectives and priorities. They are also to oversee the performance of the local municipality and oversee the effectiveness of the City established tax rates, pass ordinances and resolutions, codified by the City Charter. They are to regulate Land Use through zoning laws, regulate public health and safety and exercise the power of eminent domain. They are also to communicate policies and programs to their constituents and respond to all concerns and complaints. They are to represent communities to other levels of government. The Council Members are the buffer between the Mayor and the constituents. Council Members hold a limited amount of power.

As elected officials, when issues come before the full Council, the Council Members must follow the same standards that they expect others to follow. When Board and Commission applicants come before the Council, the Council Members check off a list that applies to the Council Members as well. This list includes having the car taxes and property taxes paid.

Ms. Martinez said that her research indicated that there were Council Members who owe car taxes dating back to 2017. That is not an appropriate standard for a Council Member.

Maintaining stability means to be steady, calm, inspired and trusted as a leader. Stable leaders know where they stand and provide resources to the constituents and ensure that the community has the tools they need. They also communicate honestly and have a plan of action. They check in often with their community and lead in a proper and trustworthy way.

Council Members need to have accountability and stability to stand by but they do not have sole power to direct a District. They are a buffer between the Mayor and their constituents.

Council President Nieves called Mr. Young and Ms. Jackson to speak. There was no response.

Maria Pereira
206 Bradley Street
Bridgeport, CT 06610

Governance - (City Charter, Ordinances,
Robert's Rules of Order, City Council
Rules), Nurses Contract.

Council Member Pereira said that she wanted to speak about the lawlessness of the Council, the administration, but especially the City Attorney's Office. The emergency meeting that the Council just attended was completely illegal. It was unlawful under the Freedom of Information Act. An emergency meeting cannot be called due to incompetency. It is not allowed. It has to be an emergency like a fire or COVID, not about someone's incompetence because they could not complete their work on a timely basis.

This will be brought to the Freedom of Information Commission. Every City Council Member that remains silence is complicit. They are no different than the person breaking the law, breaking a City Council rule or breaking a City ordinance or the City Charter.

As far as the nurses' contract, Council Member Pereira said that she had read the contract and there were several glaring issues. In the Contracts Committee, a Committee member made a motion to move the question while Council Member Pereira was speaking and this motion was seconded by another Committee member. Many people arrive at meetings unprepared, but Council Member Pereira stated that she prepares religiously.

Council Member Pereira stated she had spoken with Superintendent Testani who had spoken to the staff. On the issue where it states that the school nurses report to the City Health Director, the representatives at the table pointed out that this was unlawful because the Board of Education controls 100% of its employees. Superintendent Testani had stated that the City had overruled them. Council Member Pereira questioned how the City could overrule them when this is a State statute and State law. No one has control over the BOE employees or funding except the BOE.

Council Member Pereira said that she had tried to point out a provision regarding the nurses being appointed solely on seniority and cultural sensitivity. The cultural sensitivity piece is being removed from the contract, which is a detriment to ELL students. There are large segments of ELL students at a number of the schools. A non—Spanish speaking nurse with seniority would be assigned over a Spanish speaking nurse with less tenure. However, she would not be able to speak with the ELL student or their parents. Council Member Pereira asked if the nurse would have to pull in a Spanish speaking custodian or secretary to translate, which she added would be a violation of federal HIPPA laws. These are flagrant violations in the nurses' contract.

Council Member Pereira said that she would be meeting with Nate because there is a need for litigation. [inaudible]

Mr. Young announced that he was now on the call.

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Follow up – Response to CD/DVD – Civil
Rights Violation.

City of Bridgeport
City Council Meeting
Regular Meeting
December 20, 2021

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, DECEMBER 20, 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 7:05 p.m.

PRAYER

Mayor Ganim asked Council Member Newton to lead the Council in prayer.

PLEDGE OF ALLEGIANCE

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

Council Member Lyons asked for a moment of silence for the grandson of former Council Member Taylor-Moye, along with Council Member Brown and his family in the loss of a cousin, and to mark the one year anniversary of Senator Edward Gomes' passing on December 22nd.

ROLL CALL

The Assistant City Clerk Frances Ortiz called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Jorge Cruz, Tyler Mack
132nd District: Marcus Brown
133rd District: Aikeem Boyd, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: Avelino Silva, Alfredo Castillo
137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira, Michele Small
139th District: Wanda Simmons, Ernest Newton

Mayor Ganim yielded the chair to Council President Nieves for the Public Hearing portion of the meeting.

10-21 Public Hearing re: Proposed Resolution making certain findings required by the City and Town Development Act (As Precursor to Consideration of a Tax Incentive Development Agreement) for Steelpointe – New Residential Development along East Main Street South of Stratford Avenue.

Council President Nieves recognized Mr. Robert Dzurenda. Mr. Dzurenda said that he was not a Bridgeport resident but was the Executive Director of Hall Neighborhood House, which is a few blocks away from Steelpointe. He said that he would support this item because they reached out and supported the community.

State Representative Antonio Felipe said that he was present to speak in support of Steelpointe and they were supporting the community. They have shown how the waterfront can be opened up and encourage outside investment in the Bridgeport waterfront. This makes for a more connected City and will help support Hall Neighborhood House.

State Representative Felipe said that he had been told that having market rate housing in the development was racist, but as a Hispanic male, he felt that this was wrong. However, he felt that they needed to increase the 30% minority rate in the ordinance. He noted that during the past two years, there have not been many opportunities for construction, so he would encourage the City to extend the contract.

Mr. John Torres greeted the Council, he said that he was the Executive Director of the Bridgeport Caribe Youth. He spoke about how the youth need the sports and that the Christoffs have supported the youth with funding and a scholarship fund. This is what needs to be done. They invest in the youth, in the neighborhoods and the community. Now is the chance to add to the waterfront community.

Ms. Deborah Sims said that she was calling to support the Steelpointe development. There have been many people who have come to the East End and made promises. However, the developers are not your typical developer because they do what they promise to do and care about the community. They work out the issues that need to be addressed. This is very important to the East End residents.

Ms. Callie Heilmann, the President and Co-director of Bridgeport NOW, spoke next. Everyone at Gen Now is in favor of development but this is a moment for the Council to negotiate the tax plans. The original plans were developed in the 1990s and early 2000's. The policies drive systemic racism. Bridgeport has its share of housing discrimination. The Christoffs have worked with Bridgeport to make Steelpointe possible and in 2012, they were able to create a Special Taxing District. Then the Christoffs promised 10% of affordable units and this is a segregationist policy. Now, best practices require 20% of affordable units be on site and fully integrated into the Community.

Ms. Eneida Martinez greeted the Council Members and said that she was in full support of the project. The developers have developed a land that was taken many years ago. The property owners were compensated for that property. She said that she was placing her full support in the developers because they have been supporting both the black and Hispanic communities. Those who are against development should think about living elsewhere because Bridgeport needs new development.

Mr. Keith Williams, the president of the East End NRZ, said that he wished that they had more developers like the Christoffs because they have been moving the project forward and have supported the East End.

Ms. Jennifer Jones said that she was a Bridgeport resident but came from Florida. She said that the Christoffs had come to work with the City about economic income. They chose to hire her, a single woman, and requested that she hire Bridgeport residents for the Steelepoint Boat Show. During COVID, the Christoffs invested about \$1 million in Bridgeport. She felt that they have a great future in store for Bridgeport.

Ms. Gloria from the Bridgeport Neighborhood Trust said that she was present to support the Steelpointe project. The Christoffs have been very instrumental in providing affordable housing for Bridgeport. They have made sure that the BNT had enough funds for building affordable housing.

A representative of the Black Horse Garage said that they have been in Bridgeport for 35 years and moved to the East End 17 years ago. Now there is a Bass Pro Shop and Starbucks and it is very exciting. It feels like Bridgeport is an up and coming place. The Christoffs have been helping the neighborhood and the Black Horse Garage is benefiting. The tax abatement are dividends. The Black Horse Garage received a tax abatement that allowed them to stay in Bridgeport rather than moving elsewhere. A grocery store is being built and that is very exciting, too.

Mr. Niels Heilmann said that he was not speaking for or against, but wanted to say that they were not being asked to vote on whether the development was good, or the developers were good, but the Council Members were being requested to approve a specific deal. There were no numbers or tools to indicate what the City was giving up for this contract. This makes it difficult to judge the merit of the contract.

He said that 400 units at full taxation over a 10 year period of time would work out to about \$20 million dollars. He said that it would be fair to ask about an increase in the amount of affordable housing. It is segregation to have the affordable housing off site, particularly in a county that is one of the most racially segregated.

Council Member Pereira said that listening to the speakers, it appears that there were only two people who actually read the 200 page acquisition document. She had requested this document from Mr. Gill but had not been able to finish it all. She was shocked about the number of families that were displaced for that project.

When Bass Pro came in, the Federal government filed against them for racist practices. She said that the Starbucks was not something the community uses. The community likes Dunkin Donuts.

When the 400 units are filled, the residents will be using the streets, the infrastructure, the schools, fire and police, but their taxes will go back to the Special District, not to the residents.

She said that Adam Wood had contacted her, but she told him that she would not speak with him because it was a violation of the ordinance. She said that she would not be supporting a massive tax break on the backs of her constituents.

Council Member Newton said that he was on the City Council and was president when the Steelpointe project was first introduced. There have been five different mayors and nothing has happened. Over the last 30 years, there has been nothing but broken promises. The deal was signed when Mayor Finch was in office. Everyone is talking about affordable housing, but now they need to look at how much has been done. For a Council Member to claim that black and brown people are not able to afford luxury housing is wrong. Downtown Bridgeport is filled with black and brown families. This deal is not different than what happened in Black Rock just a little while ago. This developer has done what they promised. They hired people from the community. Wanting 20% or 30% of affordable housing is nice, but the City needs people who have money to move in and spend their money. The Christoffs put their money where their mouth is. Every property owner who had their home taken was paid the market value for their property. He asked his colleagues to support the Christoffs because they have already made a commitment to the City. If developers don't come in to do projects, they will not be able to lower the tax burden for the other residents. It's important to keep this in mind.

Mr. Jase Ramon Olavarria said that he has lived on the East Side and while he lives elsewhere, he feels this because it was close to his previous house. He said that 69% of the renters pay 30% of their income in rent. He does not support this project unless they give 20% affordable units.

Ms. Diana Washington, the president of the Southern Connecticut Black Chamber of Commerce, came forward. The Chamber has a great relationship with Steelpointe. They have been hiring local contractors, some of which are members of the Chambers. People are now coming to Bridgeport to see the events.

Ms. Kimberly Rosedale, a former Planning and Zoning Commissioner, said that she was in support of the project. Having the property values increase is what they need.

Mr. Charles Scott, a business owner and realtor, said that he was in support of the tax abatement agreement. The East End will benefit because their property values will increase because it gives the property owners equity. There are jobs that are starting up there. When people talk about minorities and market rate housing, it seems that people don't think minorities can afford these market rate properties. This is wrong. Minorities can afford these properties. This will also benefit all parts of the City, not just the East End. He said that as a past president of the Realtors, the Christoffs supported a bus tour of the entire city to showcase Bridgeport. More development will raise up the affordable housing also.

Ms. Gemeem Davis said she opposes the tax abatement without affordable housing on site. This is a structural racism issue. This is a national issue. When developers come to develop a waterfront, they have to include affordable housing so they aren't segregating black and brown people from white people. It is not about whether the Christoffs are good or bad people, but what the people want their city to be like. The minorities should not be segregated out of an area. The land that they currently own was once owned by black and brown people and taken from them through eminent domain. The Christoffs should be ashamed of themselves for setting up a deal that would prevent black and brown people from living there.

Council President Nieves closed the public hearing at 8:10 p.m.

11-21 Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for a New Residential Development at Steelpointe along East Main Street South of Stratford Avenue.

Council President Nieves explained that this was very similar to the previous item.

Mr. Ludwig Spinelli said that while he no longer lives in Bridgeport, he said that the Christoffs were involved in the Community before they even started working on Steelpointe. He said that he was speaking in support of the project.

Council Member Small said that they need affordable housing in Connecticut rather than a tax abatement.

Mr. Jim Anoffero, from the Bridgeport Chamber of Commerce, said that he was speaking in support of the development. He has seen the opportunities and sees people coming to Bridgeport. Housing is a big issue throughout the state. This development will be a good thing for Bridgeport.

Council Member Cruz said the residents of the East End and East Side have been living with that vacant parcel for many years. He wondered why this was so hard for people to understand that if their property values increases, they have more equity. He said that this was a 10 year deal and he was supporting the East End residents.

Council Member Pereira said that she was amazed by the number of people who don't live in Bridgeport, or are part of a non-profit. The non-profits don't pay taxes and that put the tax burden on the middle class residents. She said she doesn't care about Optimum Health Care or the RBC. The people who live here have to deal with the day to day tax burden. When the Christoffs make millions, they keep the profits. That parcel is over 60 acres and the City only gets \$400,000. She represents her constituents and noted that she had opposed the Black Rock project. People need to be accurate when they make statements.

Council Member Newton said that they hoped the same criteria about paying property taxes and car taxes was used. He said that he was tired of people thinking that black and brown people can't own property. He said that he owns his own home and for a while, its value was

underwater. Now his property values have increased. For the East End to prosper it must be tied to the development. The Council had lowered the mill rate in the past. There are communities that do not have affordable housing, but Bridgeport does and is on the right track. It is time to stop painting black and brown people as some type of orphans.

Council Member Herron said that her background as a minority means she was told that she would not amount to much, but she owns her own home and raised her family. The Council Members will be discussing this item and while they need affordable housing, the City needs a tax base and development.

Ms. Gemeem Davis said that she wanted to talk about affordable housing. The median income for Bridgeport is \$60,000. She said that until recently, she lived downtown in a building with both market rate and affordable housing units. The affordable housing unit was \$200 less than the market rate unit. Some developers want to take the residents for a ride. The land was taken away from people some 20 years ago and now the developers want to make profit off it. This is not about painting Bridgeport as a black and brown community. Not having affordable housing means it is segregated.

Mr. Harry Boardsen, the Bridgeport Boatworks owner said that he was calling in to express his support. His business is about 3 years old and they resurrected a failing business on the Harbor. There are about 60 people who work in the shipyard that was closed for about 10 years. The majority of workers are local residents. His customers and employees are already asking about the development project. This type of development takes time, hard work and money to start. This will be a world class addition to Bridgeport Harbor. His business is a large business and growing, so he is happy to be part of this.

Council Member Simmons said that this is not a contract that is set in stone and the terms of the contract will be discussed. Development is good, but the Council needs to look at the structural aspect regarding the affordable housing. She is looking forward to the discussion.

Mr. Richard Killeny, a resident since 2005, said that he had been displaced at least once by a developer. He said that while he supports the project, the tax situation is very important to him. Having affordable housing is very important.

Council President Nieves closed the public hearing at 8:37 p.m.

MINUTES FOR APPROVAL

• October 4, 2021

**** COUNCIL MEMBER HERRON MOVED THE MINUTES OF OCTOBER 4, 2021.**
**** COUNCIL MEMBER NEWTON SECONDED.**
**** THE MOTION PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY,**

CRUZ, MACK, BROWN, HERRON, BOYD, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, PEREIRA, SMALL, SIMMONS, AND NEWTON) AND ONE (1) ABSTENTION (VIZZO-PANICCIA).

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

13-21 Resolution presented by Council Member(s) Cruz & Herron and Co-sponsors Valle, Simmons & Newton re: Proposed Resolution Declaring Homelessness as a Public Health Crisis, referred to Economic and Community Development and Environment Committee.

14-21 Resolution presented by Council Member Newton re: Proposed Resolution to determine the Membership and Status of the Fair Rent Commission, referred to Miscellaneous Matters Committee.

**** COUNCIL MEMBER BROWN MOVED TO REFER THE FOLLOWING ITEMS TO BOARDS, COMMISSIONS, ETC.:**

13-21 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) CRUZ & HERRON AND CO-SPONSORS VALLE, SIMMONS & NEWTON RE: PROPOSED RESOLUTION DECLARING HOMELESSNESS AS A PUBLIC HEALTH CRISIS, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

14-21 RESOLUTION PRESENTED BY COUNCIL MEMBER NEWTON RE: PROPOSED RESOLUTION TO DETERMINE THE MEMBERSHIP AND STATUS OF THE FAIR RENT COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**** COUNCIL MEMBER CRUZ SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***02-21 Contracts Committee Report re: Agreement with the Bridgeport School Crossing Guards Association regarding their Bargaining Unit Contract for the term of September 1, 2021 through August 31, 2026.**

Council President Nieves asked if any Council Member wished to remove the item from the Consent Calendar. Council Member Pereira requested that Agenda Item 02-21 be removed from the Consent Calendar.

MATTERS TO BE ACTED UPON:

01-21 Contracts Committee Report re: Agreement with the Connecticut Association of Labor Unions (CALU), (Nurses Union) regarding their Bargaining Unit Contract for the term of July 1, 2019 through June 30, 2025.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 01-21 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE CONNECTICUT ASSOCIATION OF LABOR UNIONS (CALU), (NURSES UNION) REGARDING THEIR BARGAINING UNIT CONTRACT FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2025.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that there was no requirement that the crossing guards go through the national background check. She said that she had called someone about this. There used to be three steps in the contract, but now there is just one step. Everyone will be at \$14.00/hr because it is mandated by the State. There is no difference between those who have worked one year or ten years. She reviewed the other wage increases. These are the lowest union members in the City and this is the worse contract she has seen in 12 years. It is not codified that they are not pedophiles, or sex offenders.

Mayor Ganim returned to the meeting and assumed the chair.

Council Member Brown said the contract was negotiated by the City and the union and now was before the Council. He said that the union did not think it was a bad deal. He also said that he thought that the City was a “Ban the Box” community.

Council Member Herron, the Co-chair of Contracts, said the union president was on the call. Angel Resto has been president for the union for years. He did not bring up any of the issues at the Committee. The Committee is not present to dissect the terms of a contract, because the contract has already been negotiated and agreed upon by the various parties.

Council Member McBride-Lee said that if it was not a good deal, the union would not have voted for it. She said that while she thought it wasn't a good deal, it was not the Council's job to negotiate the contracts. It was Mr. Resto's job to negotiate the terms.

Council Member McCarthy requested the question be moved.

**** THE MOTION TO APPROVE AGENDA ITEM 01-21 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE CONNECTICUT ASSOCIATION OF LABOR UNIONS (CALU), (NURSES UNION) REGARDING THEIR BARGAINING UNIT CONTRACT FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2025 PASSED WITH FOURTEEN(14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, SILVA, CASTILLO, VALLE,**

SIMMONS AND NEWTON); THREE (3) OPPOSED (LYONS, PEREIRA, AND SMALL) AND TWO (2) ABSTENTIONS (ROMAN-CHRISTY AND NIEVES).

02-21 Contracts Committee Report re: Agreement with the Bridgeport School Crossing Guards Association regarding their Bargaining Unit Contract for the term of September 1, 2021 through August 31, 2026.

**** COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 02-21CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE BRIDGEPORT SCHOOL CROSSING GUARDS ASSOCIATION REGARDING THEIR BARGAINING UNIT CONTRACT FOR THE TERM OF SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2026
** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that she had a number of issues about the contract and while she was speaking about her concerns in the Committee meeting, someone made a motion to move the question. She said for the record, she had spoken with Superintendent Testani who met with his staff.

The contract has a provision that all the school nurses report to the Health Department Director rather than the Superintendent. That is a violation of State statute. All 28 nurses are 100% funded through the Board of Education budget, including their benefits, salaries and uniforms. Superintendent Testani informed Council Member Pereira that the issue had been raised but had been overruled. They cannot overrule a State statute. It is clear that all Board of Education staff report to the Superintendent and are controlled by the Board of Education. This is a clear violation.

There is also a provision regarding the nurses being appointed solely on seniority and cultural sensitivity. The cultural sensitivity piece is being removed from the contract, which is a detriment to ELL students. There are large segments of ELL students at a number of the schools. A non—Spanish speaking nurse with seniority would be assigned over a Spanish speaking nurse with less tenure. However, she would not be able to speak with the ELL student or their parents. Council Member Pereira asked if the nurse would have to pull in a Spanish speaking custodian or secretary to translate, which she added would be a violation of federal HIPPA laws. These are flagrant violations in the nurses’ contract.

For these reasons and the reason she stated in Public Comment, Council Member Pereira said she would be voting no on the contract.

Council Member Newton said at the Contracts Committee meeting, Mr. Nkwo said that the City of Bridgeport pays for the nurses. This was negotiated by the unions and they agreed to this. The Council’s job is to approve the contract. He asked the chairs to clarify what Mr. Nkwo said.

Council Member Lyons asked why Superintendent Testani had made some comments about the fact that the nurses were BOE employees and the City had overruled this. She also asked if he

had attended the Contracts meeting and whether Superintendent Testani had spoken with the City about this.

Council Member Burns said that this contract had come from the Labor Relations Department and had been arbitrated. He said that they should respect the fact that the contract terms had been agreed to by the union and the City.

Council Member McBride-Lee said that the students and nurses are not in school. She said that the Council does not really know what the contracts terms were. Last week, they had 11 teachers out in her school and no nurse. They are suffering due to lack of staff.

Council Member Herron said that the BOE pays for a translator for those who do not speak a student's language and there is access to that service via a simple phone call.

**** THE MOTION TO APPROVE AGENDA ITEM 02-21 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE BRIDGEPORT SCHOOL CROSSING GUARDS ASSOCIATION REGARDING THEIR BARGAINING UNIT CONTRACT FOR THE TERM OF SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2026 PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, SILVA, CASTILLO, NIEVES, VALLE, SIMMONS AND NEWTON); TWO (2) OPPOSED (PEREIRA AND SMALL) AND ONE (1) ABSTENTION (ROMAN-CHRISTY).**

Council Member Burns said that Council Member Roman-Christy had cited that she had not been in the meeting to hear the discussion, so she was abstaining. He felt that she should vote. Mayor Ganim said that he did not think anyone should be forced to vote.

Election by Roll Call Vote to fill for the unexpired portion of the term of office the vacancy in the City Council Membership from the 132nd District.

Council Member Brown said that the 132nd District had met and interviewed two candidates. They endorsed Rolanda Smith, who has been involved with the City for many years. Ms. Smith ran for Council in 2017.

**** COUNCIL MEMBER BROWN MOVED TO NOMINATE ROLANDA SMITH TO FILL THE UNEXPIRED PORTION OF THE TERM OF OFFICE THE VACANCY IN THE CITY COUNCIL MEMBERSHIP FROM THE 132ND DISTRICT.**

**** COUNCIL MEMBER HERRON SECONDED.**

Mayor Ganim asked if there were any other nominations.

**** COUNCIL MEMBER BOYD NOMINATED DASHA SPELL TO NOMINATE ROLANDA SMITH TO FILL THE UNEXPIRED PORTION OF THE TERM OF**

OFFICE THE VACANCY IN THE CITY COUNCIL MEMBERSHIP FROM THE 132ND DISTRICT.

**** COUNCIL MEMBER MACK SECONDED.**

Council Member Pereira said that this was a 20 member democratic Council. She stated that she hoped that all the Council Members believed in the democratic principles of elections and people's right to vote. There has been a nationwide effort by right wing Republicans to especially suppress the black and brown voters. This is an opportunity to allow the people of the 132nd District to vote on a vacant seat. It is not an unfilled seat. In order to vacate something, one must first occupy it. Evette Brantley's untimely death occurred on November 18th and she vacated her seat when her term expired on November 30th. However, none of the Council Members can take their seats until they are sworn in no earlier than 12:01 a.m. on December 1st.

Council Member Pereira said that she loved the legal opinion that specifically quoted Section 5-1(d), but directly above in Section 5-1(c), there is no reference in the legal opinion that says, "Council Members shall serve for a term of two years from the first day of December and [inaudible] their election and until their successors are elected and have [inaudible]."

Page 3 of the City Charter, Section 5 is about vacancies in an elected City Office, There is no mention of that in the legal opinion. Under Section b, it says "All elected and appointed officials of the City shall be sworn to the faithful discharge of their respective duties. The person involved in this [inaudible] shall find their certification thereof under that hand which the certificate shall report to the City Clerk."

That never happened with Evette. That is a requirement in order for any Council Member in order to take their seat. The seat is not vacant. It's unfilled. She never occupied it, not even for 60 seconds. Had she been administered her oath by someone lawful at 12:01 on December 1st and the certification had been submitted to the City Clerk, her passing afterward would give the City Council the right to fill that seat. That would be a vacancy.

Council Member Pereira said that she thought there were clear reasons to believe that the City Council should not be filling this vacancy. Council Member Pereira said that she was not 100% sure. She added that she had not been 100% sure regarding her vote against Rebeca Garcia as Deputy Police Chief either. She reads everything she can get her hands on and follows her gut instincts. She said that she did not believe that the City Council has a right to fill this vacancy.

Council Member Pereira said that she did not know the nominee and this is not personal. Council Member Pereira said that she knew Ms. Spell and if she was going to vote, she would vote for Ms. Spell. However, due to her position that the Council does not have the right to fill the unfilled seat, she will not be voting for any of the candidates.

Council Member Lyons said that she did not know Ms. Spell well but knew Ms. Smith. She asked if Atty. Anastasi could clarify the issues around whether the seat was vacant or unfilled.

Atty. Anastasi said that the City Attorney's opinion spoke for itself.

Council Member Newton said that he disagreed with Council Member Pereira. Council Member Newton was Council President in the 1980's and there was a Republican candidate was elected but never took the oath of office. The Town Committee selected a candidate for that position. If there is a problem and a Charter Revision needs to be made, then they need to request a Charter Revision Committee be formed.

Council Member Simmons said that while she thinks that there should be some type of Charter revision, they have the problem today. The City Attorney has given his opinion.

Council Member Boyd said that he did feel that he should be picking the next City Council member.

Council Member Brown said that while he agreed that the Charter does not go over every situation, what is clear is that when it was reviewed the last time, the Council Members approved a process if a Mayor died in office, what the role of the City Council would be. He felt that there was enough clarity to take a vote at the meeting. His constituents trust him to vote for them. He added that when Ms. Smith ran, she got over 200 votes, but when Ms. Spell ran, she received less than 100 votes.

Council President Nieves stated that the Charter is the law that the Council goes by. There are many questions about this. However, she reminded everyone that Council Member Brown had stated that the 132nd District had endorsed the candidate. If they were to hold a Special Election, as has been suggested, whoever the Town Committee endorsed would be the candidate that Council Member Brown would be running with. This would cost the City taxpayers more money. The candidate that the 132nd Town Committee endorsed would be the candidate that would most likely win.

Council President Nieves said that the late Council Member Brantley had been her friend and said that she knew Ms. Smith through Child Protective Services. Most importantly, Council President Nieves said that Ms. Smith embodies the same values that the late Council Member Brantley had. She said that one of the reasons she was supporting this nomination was because Ms. Smith had run with the late Council Member Brantley in a previous election that was very tight. It is the role of the 132nd Town Committee to nominate an individual candidate to succeed the late Council Member Brantley.

Council Member Cruz said that this was a difficult time. While he respects Ms. Spell, it is important that the Town Committee made a decision, and Council Member Cruz will support the decision of the 132nd Town Committee.

Council Member McCarthy said that he would like to have a Charter Commission to address these issues.

**** THE RESULT OF THE VOTE TO FILL THE UNEXPIRED PORTION OF THE TERM OF OFFICE OF THE VACANCY IN THE CITY COUNCIL MEMBERSHIP FROM THE 132ND DISTRICT WAS FIFTEEN (15) FOR MS. ROLANDA SMITH**

(BURNS, MCCARTHY, CRUZ, BROWN, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SIMMONS, NEWTON, AND SILVA), TWO (2) FOR MS. DASHA SPELL (MACK AND BOYD) AND TWO VOTES FOR NEITHER CANDIDATE (PEREIRA AND SMALL).

Ms. Smith thanked everyone for their support. There are some very big shoes to fill, but it can be done together.

Appointment of Special City Council Committee for Redistricting.

Council President Nieves announced the following Council Member appointments to the Special City Council Committee for Redistricting.

Council Member Brown, Council Member Newton, Council Member Valle, Council Member Silva, Council Member Roman-Christy, Council Member Vizzo-Paniccia, and Council Member Mack

**** COUNCIL MEMBER NEWTON MOVED TO APPROVE THE FOLLOWING COUNCIL MEMBER APPOINTMENTS TO THE SPECIAL CITY COUNCIL COMMITTEE FOR REDISTRICTING:**

**COUNCIL MEMBER BROWN,
COUNCIL MEMBER NEWTON,
COUNCIL MEMBER VALLE,
COUNCIL MEMBER SILVA,
..... COUNCIL MEMBER ROMAN-CHRISTY,
COUNCIL MEMBER VIZZO-PANICCIA,
AND COUNCIL MEMBER MACK**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that they had missed the deadline for redistricting, which ended in July under Chapter 5, Section 2. The census data was not released until August, but the State Legislature was able to meet its State Senators and Representatives timeline. It did miss the Congressional timeline due to missing the second opportunity to complete it. If they don't complete it in a timely manner, the Supreme Court takes over the Congressional redistricting.

The City Charter states that on or before the 15th of February of the following year after the U.S. census, the Council Committee should have appointed a Committee in February of 2021. It needed to be done by ordinance for the ten districts and completed by July. If the City Council defaulted on this, which they did, it moves to Section B, which requires that if the Council does not complete redistricting plan by the first day of July following the year in which the U.S. census is taken, then the majority leader could have reappointed three members in August and the minority leader could have appointed three members. If there were no minority members, it

defaults to the Republican Registrar to appoint the minority representation for three Republicans. The redistricting must be done in 11 days.

Council Member Pereira said that she did not know where the authority was coming from to appoint City Council Members when the City Council defaulted on their responsibility back in July. Now they only have 11 days left for the City Charter on the committee with a minority leader, which was at the time, Council Member Eneida Martinez, and in September changed to Council Member Jeanette Herron. The Charter states that if they do not have minority representation, the Republican Registrar of Voters would then appoint three people. It is a six member Commission that has to be completed in 11 days. The City Charter is clear on this. This matter will be litigated. City Council Members cannot be appointed to do this. The deadline was missed. The City Charter is clear. There are only 11 days to do the redistricting by the six member Special Committee. After that, the only option appears to be for the City to approach the Court and ask for direction due to the default on Options 1 and 2.

Council President Nieves said that she had spoken with the Registrar of Voters and they just received the data less than 3 weeks ago. The Council has been waiting to hear from the State. Most municipalities have just started the process.

Council Member Pereira said that they were not required to wait to hear from the State.

Council Member Newton said that he concurred with everything that Council President Nieves said. The City can't do anything until the State legislature gives the go ahead. Appointing a Committee tonight is the right thing to do.

Atty. Anastasi said that the Charter speaks in terms of completing the work following the census. The redistricting can't be done until the census data is released.

Council President Nieves requested the question be moved. Council Member Pereira requested a roll call vote.

**** THE MOTION TO APPROVE THE FOLLOWING COUNCIL MEMBER APPOINTMENTS TO THE SPECIAL CITY COUNCIL COMMITTEE FOR REDISTRICTING AS FOLLOWS:**

**COUNCIL MEMBER BROWN,
COUNCIL MEMBER NEWTON,
COUNCIL MEMBER VALLE,
COUNCIL MEMBER SILVA,
----- COUNCIL MEMBER ROMAN-CHRISTY,
COUNCIL MEMBER VIZZO-PANICCIA,
AND COUNCIL MEMBER MACK**

PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, BOYD HERRON, LYONS, VIZZO-PANICCIA, ROMAN-CHRISTY, SILVA,

CASTILLO, NIEVES, VALLE, SIMMONS, AND NEWTON) AND THREE (3) OPPOSED (MCBRIDE-LEE, PEREIRA AND SMALL)

Council Member Vizzo-Paniccia gave a brief summary of Agenda Item 12-21 – the Proposed Litigation Settlements for the State of Connecticut Consolidated Class-Action Opioid Lawsuits. The Emergency meeting was held by the Miscellaneous Matters Committee earlier in the evening and was labeled as an Emergency Meeting per Connecticut FOI Section 1-225(11b). It was held with the Miscellaneous Matters Committee and the City Attorneys in attendance.

**** COUNCIL MEMBER MACK MOVED TO SUSPEND THE RULES TO ADD AGENDA ITEM 12-21 PROPOSED LITIGATION SETTLEMENTS (WITH MODIFIED CONDITIONAL PARTICIPATION AGREEMENTS) CONCERNING CERTAIN LITIGATION COMPRISED OF VARIOUS CONSOLIDATED CLASS-ACTION OPIOID LAWSUITS PENDING IN THE STATE OF CONNECTICUT TO THE AGENDA.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Pereira stated that this item would require a 2/3rds vote.

**** THE MOTION TO SUSPEND THE RULES TO ADD AGENDA ITEM 12-21 PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY SILVA, CASTILLO, NIEVES, VALLE, SIMMONS AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND SMALL).**

**** COUNCIL MEMBER MACK MOVED FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 12-21 PROPOSED LITIGATION SETTLEMENTS (WITH MODIFIED CONDITIONAL PARTICIPATION AGREEMENTS) CONCERNING CERTAIN COMPRISED OF VARIOUS CONSOLIDATED CLASS-ACTION OPIOID LAWSUITS PENDING IN THE STATE OF CONNECTICUT DUE TO TIME BEING OF THE ESSENCE IN ORDER FOR THE CITY TO MEET COURT MANDATED FILING DEADLINES TO ENABLE ITS PARTICIPATION IN SETTLEMENT REGARDING THE PUBLIC HEALTH, SAFETY AND WELFARE.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 12-21 PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SIMMONS AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND SMALL).**

**** COUNCIL MEMBER MACK MOVED TO APPROVE AGENDA ITEM 12-21 PROPOSED LITIGATION SETTLEMENTS (WITH MODIFIED CONDITIONAL PARTICIPATION AGREEMENTS) CONCERNING CERTAIN LITIGATION COMPRISED OF VARIOUS CONSOLIDATED CLASS-ACTION OPIOID LAWSUITS PENDING IN THE STATE OF CONNECTICUT.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Pereira stated for the record that the Emergency Special Meeting was an absolute violation of the Freedom of Information Act for an Emergency Meeting because Attorney Anastasi, a consultant for the City, issued a memorandum stating that this item was not need on the Agenda until January 20th, which was stamped by the City Clerk. When the Executive Summary was issued the next day, it stated that the item had to be voted on by the Committee. An emergency is not created by incompetence. The meeting was scheduled at 1:19 p.m. for 6:00 p.m. and the lawyers did most of the talking. The Council Members had 8 minutes to ask questions about a multi-billion dollar settlement with millions coming to Bridgeport. The Council Members did not see the settlement agreement or receive a copy of it.

Council Member Pereira said that she was not a rubber stamp and refuses to do things like this. She added that those who go along with this are in violation of the law. Council Member Pereira said that she was a definite no on this.

Council Member Mack said that the motion should include the following language:

Now Therefore, be it resolved that the City Attorney and/or his designees is/are hereby authorized and empowered to execute Opioid Class-Action Litigation Settlement Participation Forms pursuant to the Janson and distributor settlement agreements materially as discussed with the Miscellaneous Matters Committee and;

the City Attorney and/or his designee are further authorized and empowered to take such other reasonably necessary actions in the furtherance of these settlements as he may deem - - to be in the best interest of the City of Bridgeport.

Atty. Anastasi said that the Special Meeting of the Committee aside, the Council took a separate vote on this for Immediate Consideration because time was of the essence for the health, welfare and public safety of the citizens. Regardless of the Special Meeting, the Council voted to act on this by Immediate Consideration. The Council has the power to do this as cited in Chapter 5, Section 5b.

Council Member Small said that she was opposing this item because she just got the information and had not done any research on it.

Council Member Cruz said that when people deal drugs, they may go to jail, but they don't get sued. This is about money from a pharmaceutical company that created a firestorm of addiction and there are many who are out there dying from this.

Council Member McCarthy requested to move the question.

**** THE MOTION TO APPROVE AGENDA ITEM 12-21 PROPOSED LITIGATION SETTLEMENTS (WITH MODIFIED CONDITIONAL PARTICIPATION AGREEMENTS) CONCERNING CERTAIN LITIGATION COMPRISED OF VARIOUS**

CONSOLIDATED CLASS-ACTION OPIOID LAWSUITS PENDING IN THE STATE OF CONNECTICUT WITH THE FOLLOWING LANGUAGE INCLUDED:

NOW THEREFORE, BE IT RESOLVED THAT THE CITY ATTORNEY AND/OR HIS DESIGNEES IS/ARE HEREBY AUTHORIZED AND EMPOWERED TO EXECUTE OPIOID CLASS-ACTION LITIGATION SETTLEMENT PARTICIPATION FORMS PURSUANT TO THE JANSON AND DISTRIBUTOR SETTLEMENT AGREEMENTS MATERIALLY AS DISCUSSED WITH THE MISCELLANEOUS MATTERS COMMITTEE AND;

THE CITY ATTORNEY AND/OR HIS DESIGNEE ARE FURTHER AUTHORIZED AND EMPOWERED TO TAKE SUCH OTHER REASONABLY NECESSARY ACTIONS IN THE FURTHERANCE OF THESE SETTLEMENTS AS HE MAY DEEM TO BE IN THE BEST INTEREST OF THE CITY OF BRIDGEPORT.

PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SIMMONS AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND SMALL).

ADJOURNMENT

- ** COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**
- ** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:58 p.m.

Respectfully submitted

Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday evening, December 20, 2021** beginning at **7:00 p.m.**, relative to the following items listed below. The Public Hearings will be conducted by Zoom/Teleconference. The public may dial in to 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**

- 1.) Proposed Resolution making certain findings required by the City and Town Development Act (As Precursor to Consideration of a Tax Incentive Development Agreement) for Steelpointe – New Residential Development along East Main Street South of Stratford Avenue. **[10-21]**
- 2.) Proposed Resolution Authorizing a Tax Incentive Development Agreement for a New Residential Development at Steelpointe along East Main Street South of Stratford Avenue. **[11-21]**

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Requires Certification

1 Edition, Connecticut Post:

PLEASE PUBLISH ON (Sunday, December 12, 2021)

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

Account #: 111171

PO: 22000875-00

Dated: December 7, 2021

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members
Mayor Joseph P. Ganim
J. Hawkins, CAO
J. Gomes, Assistant CAO
D. Shamas, Chief of Staff
T. Gaudett, Mayor's Aide
R. Christopher Meyer, City Attorney
M. Anastasi, Esquire,
E. Adams, Dir., Government Accountability & Integrity
T. Gill, Director, OPED
B. Coleman, Deputy Director, OPED
R. Pacacha, Esq. of Counsel to the City Attorney's Office

**CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY**

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

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Michael C. Jankovsky
Richard G. Kascaak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers
Tyisha S. Toms
Linda T. Wihbey

**999 Broad Street
Bridgeport, CT 06604-4328**



November 29, 2021

The Honorable City Council
Of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: City Council Representation from the 132nd Council District

Dear Honorable Council Members:

With the unfortunate recent passing of beloved Council Member M. Evette Brantley, I am writing to provide you legal advice concerning action the City Council shall take to fill a vacant position of Bridgeport City Council Member.

Bridgeport City Charter, Chapter 5, Section 1 (d) states:

“Whenever a vacancy occurs, for any reason, in the membership of the city council, such vacancy shall be filled for the unexpired portion of the term by a majority vote of the city council members from the same political party as the council member vacating such office. If there are no other members from the same political party as the member vacating such office, the vacancy shall be filled by majority vote of the whole number of council members. No person shall be elected to fill a vacancy on the city council unless he/she is a resident and registered voter of the city and is a member of the same political party as the person vacating such office. No person shall be elected to fill a vacancy in the office of any council member unless he/she is also a resident and registered voter in the same council district as the person vacating such office.”

Kindly be reminded that pursuant to Bridgeport City Charter, Chapter 5, Section 10 (a) “All elections or appointments to any office or position by the city council or of any board established by this charter or by ordinance, shall be by roll call vote; and the person receiving a

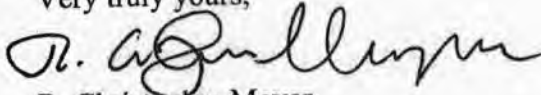
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ATTEST
CITY CLERK

majority of the whole, with the limitations herein provided, shall be elected. In case of a tie vote for any officer to be elected by the city council or by any board, the mayor shall have the casting vote."

Also be reminded that Bridgeport City Chapter 5, Section 10 (b) states: "No session of the city council for the purpose of electing to any office shall be held on less than three days' notice, except as in this charter is otherwise provided." Therefore, pursuant to Charter, Chapter 5, Section 10 (b) the subject matter of the City Council voting to fill (by majority vote election) the vacant seat in the 132nd City Council District must appear as an agenda item on the printed agenda for a specific City Council meeting in order for it to be acted upon at such meeting. Due to the Charter requirement for three days' notice, such matter may not simply be added by a two-thirds majority vote pursuant to the CT FOIA.

In conclusion, pursuant to Charter, Chapter 5, Section 1 (d), the members of the City Council from the Democratic Party shall at a duly noticed City Council meeting fill the vacant seat in the 132nd Council District for the unexpired portion of the term of office commencing December 1, 2021 with a registered Democrat voter who is a resident of such district, by roll call majority vote.

Very truly yours,



R. Christopher Meyer
City Attorney

Cc: Mayor Joseph P. Ganim
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Daniel Shamas, Chief of Staff
Janene Hawkins, CAO
Thomas Gaudett, Mayor's Office
John P. Bohannon, Jr., Deputy City Attorney
Bruce Levin, Associate City Attorney
Mark T. Anastasi, Esq.

Ortiz, Frances

From: Rigon, Jonna
Sent: Monday, November 29, 2021 3:58 PM
To: City Council Members
Cc: Ganim, Joseph; Martinez, Lydia; Ortiz, Frances; Shamas, Daniel; Hawkins, Janene; Gaudett, Thomas; Bohannon, John; Levin, Bruce; Anastasi, Mark T
Subject: City Council Representation from the 132nd Council District
Attachments: City Council Representation from the 132nd Council District.pdf

Dear Honorable Council Members,

Attached please find correspondence from City Attorney R. Christopher Meyer concerning the matter captioned above.

Thank you.

Jonna Rigon

Paralegal
Office of the City Attorney
999 Broad Street, 2nd Floor
Bridgeport, CT 06604
Phone: (203)576-7647
Fax: (203)576-8252
jonna.rigon@bridgeportct.gov

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OFFICE OF THE CITY CLERK RESOLUTION FORM

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21 DEC 15 AM 9: 54

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 13-21
Submitted by Councilmember(s): Jorge Cruz, Sr.; Jeanette Herron 133rd
Co-Sponsors(s): Maria I. Valle Wanda R. Simmons Ernest E. Newton 137th; 139th; 139th
District: 131ST
Subject: Proposed Resolution Declaring Homelessness as a Public Health Crisis
Referred to: ECD and Environment Committee
City Council Date: December 20, 2021

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, individuals living within the City of Bridgeport should have access to basic shelter; and

WHEREAS, members of our community should not be forced, by a myriad of circumstances including poverty, unemployment, lack of affordable housing, discrimination, addiction and/or mental illness, domestic violence, or exits from the foster care system, to live and sleep outdoors or on the street; and

WHEREAS, homeless individuals are often exposed to traffic hazards, crime, risk of death and injury, exposure to weather, lack of adequate sanitation and trash removal services, and other conditions that are detrimental to their health and safety; and

WHEREAS, the COVID-19 pandemic has highlighted the interdependence between a person's housing stability and their health. The stress of experiencing housing instability and living on the street or in a shelter make people exponentially more likely to contract and die from COVID-19; and

WHEREAS, homelessness is not unique to Bridgeport, it is a regional and statewide health and safety crisis with people without homes finding it necessary to sleep outdoors at night when homeless shelters or other indoor living arrangements are not available; and

WHEREAS, conditions have reached a magnitude such that they are beyond the control of the services, personnel, equipment, and facilities available within our city; and

WHEREAS, homelessness affects Bridgeport's citizens disproportionately with more African American, Latino, and elderly individuals experiencing homelessness; and

WHEREAS, in spite of substantial efforts that have been made by local, state, and federal government agencies, non-profit and for-profit organizations, and dedicated individuals, homelessness is a problem that continues to afflict our city; and



OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, sufficient options do not exist in Bridgeport to address the needs of all those without shelter, including the significant portion of the homeless who require special accommodations due to physical and/or mental disabilities; and

WHEREAS, providing decent, safe, and stable housing combined with crucial support services are two primary components of successful transition from homelessness to a safer and healthier way of living; and

WHEREAS, given the extent of the homeless crisis, the City Council of Bridgeport finds that more immediate and expeditious efforts are necessary to develop solutions that are safe and meet basic standards; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bridgeport that homelessness is a public health crisis in Bridgeport that we are not able to solve on our own, it truly is a regional, state, and national issue that will worsen unless immediate action is taken to elevate the issue to the highest priority; and

BE IT FURTHER RESOLVED that the City of Bridgeport will continue to advocate locally for relevant policies to reduce homelessness in communities of color, and support local, state, regional, and federal initiatives that advance efforts to provide funding for a broad range of options for homeless individuals including permanent supportive housing, decent shelter, and wrap around services to eliminate homelessness.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERK'S OFFICE

21 DEC 15 AM 9:54

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 14-21
Submitted by Councilmember(s): Ernest E. Newton
Co-Sponsors(s): _____
District: 139TH
Subject: Proposed Resolution to Determine Membership and Status of the Fair Rent Commission
Referred to: Miscellaneous Matters Committee
City Council Date: December 20, 2021

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City of Bridgeport Code of Ordinances Title 2 - ADMINISTRATION AND PERSONNEL Chapter 2.94 provides for a Fair Rent Commission for the purpose of regulating and eliminating excessive rental charges on residential property within the city; and

WHEREAS, this chapter was enacted in recognition of the compelling need for rent stabilization for the duration of a severe housing shortage in the city; and

WHEREAS, the City of Bridgeport web page lists a Fair Rent Commission under Boards and Commissions with its members names and the date their office expires but there is little, or no activity posted for the Fair Rent Commission; and

WHEREAS, with COVID 19 eviction moratoriums ending many tenants are faced with being put out of their homes, low-income renter households are especially high risk for eviction due to housing price increases, caused by investors flipping properties for profits, high-end developers, absentee landlords looking for higher paying tenants, or increasing rent to capitalize on the crisis, and these residents are disproportionately people of color; and

WHEREAS, the increasing lack of affordable rental housing in the City has resulted in a growing number of renters, who are disproportionately low-income people of color and persons with disabilities, including those who are older and have underlying medical conditions, to believe that increased rental rates are being used to harass and intimidate them out of their homes and that there is no place for them to turn for relief; and

WHEREAS, now is not the time to evict people from their homes, the time to act is now to eliminate excessive rental charges on residential property within the City and ensure Bridgeport residential renters are protected from unconscionably excessive rent imposed by investors flipping properties for profits, high-end developers, and absentee landlords looking for higher paying tenants, or increasing rent to capitalize on the crisis.

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the Mayor have an appropriate member of his administration brief the City Council Committee on Miscellaneous Matters as to the current status and current membership of the Fair Rent Commission with an eye towards making it more proactive in regulating and eliminating excessive rental charges on residential property within the city.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Details Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	Date
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SECTION V AMENDMENTS/EXHIBITS

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)

Chapter 2.94 FAIR RENT COMMISSION

2.94.010 Purpose.

Pursuant to and in conformity with Sections 7-148b through 7-148f of the Connecticut General Statutes, there is created a commission known as the fair rent commission for the purpose of regulating and eliminating excessive rental charges on residential property within the city. This chapter is enacted in recognition of the compelling need for rent stabilization for the duration of a severe housing shortage in the city.

(Prior code § 16-131)

2.94.020 Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

"Commission" means the fair rent commission of the city.

"Housing accommodation" means any building or structure, wholly or in part, containing living quarters occupied or fairly intended for occupancy as a place of residence, and including any land or building appurtenant thereto, except the following:

1. A hospital, convent, monastery, asylum, public institution operated exclusively for charitable or educational purposes;
2. Any housing accommodations owned and operated by the United States, the state of Connecticut, the housing authority of the city, the city or by any agency or political subdivision of said governmental entities;
3. Housing accommodations exempted by Section 7-148b of the Connecticut General Statutes, as amended;
4. Any building or structure which contains three units or less at least one of which is occupied by the owner of said building or structure.

"Landlord" means any person who leases, subleases, rents or permits the occupancy of any housing accommodation, including a person who manages a housing accommodation owned by someone else.

"Rent or rental charges" means any consideration, monetary or otherwise, including any bonus, benefit or gratuity, demanded or received, for the use or occupancy of any housing accommodations.

"Tenant" means any person who leases or rents, whether by written or oral lease, any housing accommodation, as a residence for himself/herself and/or his or her immediate family.

(Prior code § 16-132)

2.94.030 Membership.

- A. The fair rent commission shall consist of five members, and three alternates, all of whom shall be resident electors of the city. Of the five members, at least two shall be landlords and two shall be tenants. Among the

alternates at least one shall be a landlord and one shall be a tenant and the remaining alternate shall be neither.

- B. In addition, not more than three of said members and two of said alternates shall be registered members of the same political party. The members and alternates shall be appointed by the mayor and subject to approval by the common council. The commission shall elect from its members a chairman and a vice-chairman. The common council may, by two-thirds vote, remove any member of the commission for cause.

(Prior code § 16-133)

2.94.040 Members' terms.

The initial members of the commission shall be appointed for terms which shall commence as of the date of their appointment and end on the date set forth below:

Term	Members	Alternate
Ending one year from enactment of ordinance codified in this chapter	one	one
Ending two years from enactment of ordinance codified in this chapter	two	one
Ending three years from enactment of ordinance codified in this chapter	two	one

Thereafter, each appointment shall be for a term of three years. In the event of the death, resignation or inability to serve on the part of any members of the commission or alternate, a successor shall be appointed to fill the unexpired term of the member or alternate as set forth in Section 2.94.030 of this chapter. If a regular member of the commission is absent, the chairman of the commission shall designate one of the three alternates to act in his place. The chairman shall choose the alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such facts shall be recorded in the minutes of the meeting.

(Prior code § 16-134)

2.94.050 Staff.

The commission may employ a director to be appointed by the mayor with the approval of the common council to keep its records, to handle any correspondence, to supervise and direct the administration of this chapter, and generally to perform such other functions as may be assigned by the commission. Additional employees as the commission deems necessary to effect the provision of this chapter may be hired. Upon request, assistance from other municipal agencies shall be reasonably available to the commission.

(Prior code § 16-135)

2.94.060 Quorum and procedures.

A quorum for any hearings or meetings of the commission shall consist of three members, or their alternates, and shall be empowered to conduct said hearings and render orders and decisions pursuant thereto. The commission shall conduct regular meetings to transact whatever business is before said commission. The commission shall determine the time, date and place of said meetings and shall announce the same at least twenty-four hours in advance of said meetings.

(Supp. No. 20, Update 1)

Created: 2021-04-13 19:48:23 [EST]

(Prior code § 16-136)

2.94.070 Powers.

Pursuant to Sections 7-148b through 7-148-e, Connecticut General Statutes, the commission shall have the following powers:

- A. To make such studies and investigations into rentals charged for housing accommodations within the city as it deems appropriate to carry out its responsibilities under this chapter;
- B. To receive complaints, inquiries and other communications concerning alleged excessive rental charges in housing accommodations within the city;
- C. To conduct hearings on complaints or requests for investigations submitted to it by any tenant or any landlord. One week notice by registered or certified mail, postage prepaid shall be given to the parties involved in such complaint. If any notice is returned without having been delivered, the commission may arrange for service by a deputy sheriff, constable of the city or indifferent person in the same manner as is provided in the General Statutes of the state for services of process in a civil action;
- D. To request the assistance of any department of the city government, including any available records, information or expert witness which the department may have in its employ;
- E. To hire or retain any expert real estate appraisers or other competent experts to advise it;
- F. To administer oaths;
- G. To subpoena witnesses and compel their attendance at said hearings and to compel the production of any books or documents relating to any matter before the commission;
- H. To determine, after a hearing, whether the rent for any housing accommodation is so excessive as to be harsh and unconscionable;
- I. To order a reduction of any excessive rent which is deemed to be harsh and unconscionable (as determined according to standards described in Section 2.94.080) to an amount the commission considers fair and equitable. However, the commission shall not have the power to waive any rent which has become due prior to the filing date of the complaint. In its discretion the commission may make the order retroactive to the date of the tenant's complaint. Such order shall be in effect for a period of one year from its effective date, except if the commission shall, pursuant to a subsequent petition by the landlord or tenant at any time, order that the rent be changed;
- J. To dismiss a complaint;
- K. To continue, review, amend, terminate or suspend all its orders and decisions;
- L. 1. If the commission determines after a hearing that a housing accommodation fails to comply with the city's housing code laws or any state or city statute or regulation relating to health and safety, the commission may order the tenant to pay the fair and equitable rent, as determined by the commission, to the commission.
 - 2. The commission shall hold such rent in an escrow account, as provided in this chapter, until the landlord makes such repairs as are required to bring the housing accommodation into compliance with such laws, statutes or regulations.
 - 3. If the landlord shall have corrected such violations after the order reducing the rent, and if the rent had been reduced solely because of such violations, the landlord may petition the commission for the reinstatement of the original rent and for the payment to him/her of the rent held in the escrow account.

-
4. If the landlord shall have corrected such violations after the order for reducing the rent, but the rent had not been reduced solely because of such violations, the landlord may petition the commission for an order fixing a fair and equitable rent for such housing accommodation in light of its condition at the time of the landlord's petition, and for the payment to him of the rent held in the escrow account.
 5. In any case arising under this subsection, upon reasonable determination of the commission, the original rent or such fair and equitable rent as determined by the commission, may be ordered into effect retroactive at the discretion of the commission, to the date of the petition for reinstatement. No such reinstate shall be effective until after a hearing is held by the commission in accordance with the provisions of subsection C of this section;
- M. To deposit into the escrow account rent paid to the commission by tenants when their landlord refuses to accept it or the landlord requests in writing that the commission hold the rent until the complaint or claim can be resolved either through mediation or hearing;
 - N. To establish an escrow account with a local bank or financial institution into which it shall deposit all rents or other funds paid to it pursuant to subsections L, M and N of this section. If rent is deposited into the escrow account pursuant to subsection L, such funds shall be released to the landlord if: (1) he shall be successful in an appeal to the court or (2) if the commission shall order such release after petition in accordance with subsection L of this section. If rent is deposited into the escrow account pursuant to subsection M or N of this section, such funds shall be withdrawn from the escrow account and paid to the landlord upon written request from the landlord;
 - O. Interest earned on said escrow account shall be awarded to the landlord;
 - P. To require the city attorney to institute, and the city attorney shall then institute, an action in any court of equity for either a temporary or final injunction, restraining violation of or directing compliance with any order made pursuant to any provision of this chapter. Such direction to the city attorney shall be written by the chairman of the commission or by his designee upon the majority vote of the commission;
 - Q. Attempt through its director, through the process of conciliation and negotiation between a tenant and a landlord, to arrive at a rental agreement which is mutually acceptable to said tenant and landlord before initiating the formal hearing process.

(Prior code § 16-137)

2.94.080 Standards.

In determining whether a rental charge is so excessive, with due regard to all circumstances, as to be harsh and unconscionable, a fair rent commission shall consider such all factors set forth in Section 7-148c of the Connecticut General Statutes, as amended.

(Prior code § 16-138)

2.94.090 Procedures.

- A. Pending a determination by the fair rent commission, the tenant shall pay to the landlord the last agreed-upon rent prior to the bringing of a complaint to this commission.
- B. All proceedings shall continue regardless of the fact that a tenant may quit housing accommodation in question and notwithstanding any attempt, successful or otherwise, to evict said tenant. No sale, assignment

or transfer of housing accommodation in question shall be cause for discontinuing any pending proceeding, nor shall it affect the rights, duties and obligations of the commission or the parties thereto.

- C. Any person aggrieved by any order of the commission may appeal to the superior court, such appeal to be taken within thirty days after the rendering of the order in question. Any such appeal shall be considered a privileged matter with respect to the order of trial.

(Prior code § 16-139)

2.94.100 Eligibility to file complaint.

- A. Any tenant, except those who live in a building or structure exempt under the definition of "housing accommodation" in Section 2.94.020 of this chapter, shall be eligible to file a complaint with the commission. It shall be a defense to any complaint before the commission that the tenant is in violation of Section 101-26 of the Bridgeport housing and commercial code entitled "Tenant's responsibilities" or is otherwise responsible for damages to the landlord's premises, other than ordinary wear and tear. If the commission finds, after a hearing, that the tenant is responsible for such damages, other than ordinary wear and tear, it shall not make a determination in regard to such complaint until such time as the tenant has paid into escrow with the commission an amount sufficient to pay for such damages, as determined by the commission.
- B. The commission shall not conduct a hearing on any complaint of a tenant who it finds is delinquent in their rent. In addition, the commission has the power to dismiss a complaint if it is determined that the tenant who is bringing the complaint is doing so for the purpose of harassing, annoying or embarrassing the landlord, or is using the procedures of the commission in an attempt to defeat a summary process action.

(Prior code § 16-140)

2.94.110 Violation—Penalties.

Any person who shall violate any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect, or any other provision of this chapter or any person who shall refuse to obey any subpoena, order or direction of the commission pursuant thereto shall be fined not less than twenty-five dollars nor more than one hundred dollars for each such offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter. No action shall be taken on any such violation by the prosecuting authorities of the city except upon written complaint of the chairman of the commission or his designee.

(Prior code § 16-141)

Fair Rent Commission

- › Five members and three alternates, all electors of City
- › Members appointed by Mayor and approved by Council
- › Terms of three years
- › Of the members, at least 2 landlords and 2 tenants
- › Of the alternates, 1 landlord, 1 tenant
- › No more than three members of the same political party
- › Members serve until a successor is appointed and has qualified.

Franck Adjisegbe (U) (Tenant)

560 Gurdon Street
Bridgeport, CT 06606
Term Expires: 6/30/2007

Gina D. Knox (D) (Landlord)

783 Sylvan Avenue #3
Bridgeport, CT 06606
Term Expires: 6/30/2004

ALTERNATES

Cynthia Griffin (D) (Landlord)

169 Holly Street
Bridgeport, CT 06607
Term Expires: 7/1/1997

Rob Sullivan (D)

165 McKinley Ave Unit 16A
Bridgeport, CT 06606
Term Expires: 7/1/2007

Additional links

- › Home
- › Agendas & Minutes
- › Get Involved

RELATED LINKS

- Airport Services
- BGreen Sustainability
- Boards & Commissions +
- Board of Education
- Central Grants
- Chief Administrative Office
- City Attorney
- City Employees
- Finance +
- Health & Social Services +
- Housing & Community Development
- Information Technology Services
- Labor Relations +
- Mayor's Initiative for Reentry Affairs
- Office of Policy & Management +
- Parks & Recreation
- Planning & Economic Development +
- Public Facilities +

Tenant Protections Against Excessive Rent Increases

By: Shaun McGann, Legislative Analyst II
October 20, 2020 | 2020-R-0255

Issue

How does state law protect tenants against excessive rent increases? Are there additional protections specifically for tenants who are senior citizens or have a disability?

The Office of Legislative Research is not authorized to provide legal opinions and this report should not be considered one.

Related OLR Reports:

Fair Rent Commissions (2007-R-0267) – describes how a municipality establishes a fair rent commission, the powers of commissions, and the process by which commissions determine and ameliorate excessive rent.

States Authorizing Rent Control (2018-R-0081) – identifies states with laws authorizing local governments to adopt rent control ordinances and describes the parameters these laws place on local governments.

www.cga.ct.gov/olr
OLRequest@cga.ct.gov



Summary

Connecticut state law does not currently permit municipalities to adopt rent control ordinances. However, the law authorizes municipalities to establish fair rent commissions to "control and eliminate excessive rental charges" (CGS §§ 7-148b to -148g) and empowers these commissions to enforce provisions of a landlord-tenant statute generally prohibiting landlords from increasing rent as a retaliatory action against tenants (CGS §§ 47a-20 and 47a-20a). Though not all municipalities have established fair rent commissions, any tenant residing in a building or complex consisting of five or more separate dwelling units who is (1) age 62 or older or (2) an individual with a physical or mental disability may bring action in Superior Court to contest an excessive rent increase or proposed rent increase (CGS § 47a-23c(c)).

Connecticut General Assembly
Office of Legislative Research
Stephanie A. D'Ambrose, Director

(860) 240-8400
Room 5300
Legislative Office Building

Fair Rent Commissions

Overview

The law allows the legislative body of any town, city, or borough (or certain combinations thereof) to create a fair rent commission in order to (1) control and eliminate excessive rental charges and (2) carry out certain landlord-tenant statutes (CGS § 7-148b). Specifically, commissions have the power to:

1. conduct studies or investigations;
2. hold hearings;
3. receive rent complaints;
4. require people to appear at hearings;
5. issue subpoenas and administer oaths; and
6. issue, continue, review, amend, terminate, or suspend its orders and decisions.

The law required towns, cities, and boroughs without a fair rent commission on October 1, 1989, but with more than 5,000 renter-occupied dwelling units based on the 1980 decennial census, to hold a public hearing on or before June 1, 1990, and decide by a majority vote of the municipal legislative body whether to create a fair rent commission. Affected towns, cities, and boroughs that failed to meet these requirements were required to create a fair rent commission by June 1, 1991.

Existing Commissions

According to the Connecticut Judicial Branch, the following 21 municipalities have established fair rent commissions as of January 2020:

- Bloomfield
- Bridgeport
- Clinton
- Colchester
- Enfield
- Farmington
- Glastonbury
- Groton
- Hamden
- Hartford
- Manchester
- New Haven
- Newington
- Norwalk
- Rocky Hill
- Simsbury
- Stamford
- Wethersfield
- Westbrook
- West Hartford
- Windsor

Retaliatory Action by Landlords

Fair rent commissions are also authorized to carry out the provisions of a landlord-tenant statute prohibiting landlords from retaliating against a tenant after the tenant makes a good faith (1) effort to bring the dwelling in compliance with state and local laws and regulations, including filing a

complaint; (2) request for repairs; and (3) effort to require the landlord to meet his or her legal responsibilities (CGS § 47a-20).

The law specifically prohibits landlords from demanding an increase in rent within six months after a tenant files a complaint with a fair rent commission; however, there are two exceptions, as follows:

1. the tenant's complaint is regarding an issue caused by lack of due care from the tenant, a member of his or her household, or a guest on the premises with his or her consent; or
2. the landlord experiences a substantial increase in property taxes, maintenance costs, or operating costs not associated with the tenant's complaint at least four months prior to requesting a rent increase (which cannot exceed the prorated portion of the net increase in taxes or costs) (CGS §47a-20a).

Considerations in Determining Excessive Rent

Commissions must consider certain factors when determining whether a rental charge or proposed rent increase is excessive to the point of being "harsh and unconscionable." The factors include the following:

1. rents for comparable units;
2. amount and frequency of rent increases;
3. sanitary conditions;
4. number of bathtubs or showers, toilets, and sinks;
5. services, furniture, and furnishings;
6. bedroom size and number;
7. repairs necessary to make the accommodations livable;
8. amount of taxes and overhead expenses, including debt service;
9. compliance with state and local health and safety laws and regulations;
10. renter's income and housing availability;
11. utility availability;
12. tenant damage to the premises, other than ordinary wear; and
13. the degree to which income from the rent increase will be reinvested in property improvements (CGS § 7-148c).

Senior Citizens and Tenants with a Disability

There is an additional protection under state law against excessive (i.e., not fair and equitable) rent increases for any tenant residing in a building or complex consisting of five or more separate dwelling units or a mobile manufactured home park who is (1) age 62 or older or (2) an individual

with a physical or mental disability; tenants that meet these criteria and are aggrieved by a rent increase or proposed rent increase may bring action in Superior Court to contest the increase (CGS § 47a-23c(c)). In addition, a tenant qualifies for this protection if he or she permanently resides with a child, spouse, sibling, parent, or grandparent that is at least 62-years-old or has a qualifying disability. In the case of the latter, the law requires that the disability be expected to result in death or last continuously for at least 12 months. The law permits landlords to request proof of protected status and requires tenants to provide such proof within 30 days.

In a court proceeding initiated by an aggrieved tenant, the court determines whether the rent increase is fair and equitable based on the same considerations that fair rent commissions are required to use in determining whether rent or a proposed rent increase is excessive (see above) (CGS § 7-148c).

Resources

- 2-1-1 of Connecticut. "Fair Rent Commissions: Connecticut." March 2020.
- CTLawHelp.org. "Security Deposits and Rent Increases." July 2020.
- Connecticut Legal Services. "Tenants' Rights: Fair Rent Commission." December 2001.
- National Multifamily Housing Council. "Rent Control Laws by State." September 2, 2020.
- State of Connecticut Judicial Branch. "Rights and Responsibilities of Landlords and Tenants in Connecticut." January 2020. (See pages 9 to 11.)

SM:kc

Item # *02-21 Consent Calendar

Agreement with the Bridgeport School Crossing Guards Association regarding their Bargaining Unit Contract for the term of September 1, 2021 through August 31, 2026.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: December 20, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
22 JAN -6 PM 2:24
ATTEST
CITY CLERK



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. *02-21 Consent Calendar

RESOLVED, That the attached Agreement between the City of Bridgeport and the Bridgeport School Crossing Guards Association regarding their bargaining unit contract for the term of September 1, 2021 through August 31, 2026, 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

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Ernest E. Newton II, D-139th

City Council Date: December 20, 2021

**Tentative Agreement
Between
City of Bridgeport
And
School Crossing Guards**

- The duration of the collective bargaining agreement shall be from September 1, 2021 to August 31, 2026.
- The Union agrees to the following wage and wage structure changes:
 - Effective September 1, 2021 the wage step structure shall be changed from three (3) steps to one (1) step.
 - Effective September 1, 2021 the hourly wage for all School Crossing Guards will be increased to \$13.15 per hour. (2% increase)
 - Effective July 1, 2022 the hourly wage will be increased to \$14.00 per hour. (State mandated increase)
 - Effective June 1, 2023 the hourly wage will be increased to \$15.00 per hour. (State mandated increase)
 - Effective September 1, 2024 the hourly wage will be increased to \$15.30 per hour. (2% increase)
 - Effective September 1, 2025 the hourly wage will be increased to \$15.61 per hour. (2% increase)
- School Crossing Guard positions are considered 'at-will' employment.
- Independence Day (July 4th) and Juneteenth are included as paid holidays.
- No leave shall exceed twelve (12) months.
- School Crossing Guard job description updated and included in the CBA.

This Tentative Agreement is agreed to by all parties on this ____ of _____ 2021.

FOR THE CITY

FOR THE UNION

Mayor Joseph P. Ganim

Angel Resto, President
Bridgeport School Crossing Guards
Association

Eric Amado
Director of Labor Relations

11/29/2021

Jon Gearon,
Bridgeport School Crossing Guards
Association

AGREEMENT BETWEEN

CITY OF BRIDGEPORT

&

**BRIDGEPORT SCHOOL CROSSING
GUARDS ASSOCIATION**

September 1, ~~2015~~2021 to August 31, ~~2021~~2026

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PREAMBLE

This agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and the Bridgeport School Crossing Guards Association, hereinafter referred to as the Association.

ARTICLE 1 - REGOGNITION

- 1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all School Crossing Guards employees of the City of Bridgeport.
- 1.2 The Association recognizes the ~~mayer~~Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matters relating to wages, hours and other conditions of employment.
- 1.3 School Crossing Guard positions are considered 'at-will employment'.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 Except as specifically modified by any provision of this agreement, the City of Bridgeport will continue to have, whether exercised or not, all the rights, power and authority usually vested in management, including but not limited to the following: To determine the services of the City; to direct its employees; to determine and to manage its business affairs; to determine the employment and structure of its workforce; to determine the technology and the efficiency

of its governmental operations and services; and to fulfill all of its legal responsibilities.

ARTICLE 3 - NONDISCRIMINATION

- 3.1 There shall be no discrimination against an employee because of his race, color, sex, religious creed, national origin, political or union affiliations.

ARTICLE 4 - HOLIDAYS

- 4.1 All School Crossing Guards shall be paid and have for the following ~~days off~~ holidays, provided they are scheduled to work, and do work, the day before and the day after the holiday: Columbus Day, ~~Veteran's Day,~~ Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, Memorial Day, Martin Luther King Day, and Three Kings Day, Independence Day, Juneteenth.
- 4.2 In addition, effective September 1994, all School Crossing guards with one (1) or more years of service shall be paid and have off Labor Day.
- 4.3 Except for paid holidays occurring during a school vacation, employees must work the day before and the day after such holiday ~~unless~~. The requirement to work the day before and the day after a holiday can be foregone if the employee is excused on either day for reasons acceptable to the City (For Example: Funeral, Immediate Family, Personal Illness, Illness on a holiday, or Emergency conditions beyond the employee's control) in order to be paid for the holiday.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 For all employees covered by this agreement the hours of work will be from 7:45 a.m. to 9:00 a.m.; and 2:00 p.m. to 3:40 p.m. These hours may vary if a Guard covers more than one school, or if individual schools have children coming for breakfast program, or if a school has an opening or closing time different than those listed above.
- 5.2 As a condition of continued employment, employees will be required to attend a maximum of four (4) hours per year of training which will be scheduled no less than five (5) days, no more than ten (10) days, before the start of the fall semester. The School Crossing Guards will receive one (1) days pay at the applicable rate for attendance.
- 5.3 All new employees, including any employee hired after a three (3) month ~~break~~ in absence from service, must serve a probationary period of ninety (90) days. During the probationary period, the City has sole and complete discretion to remove any employee for any and all reasons.

ARTICLE 6 - WAGES

- 6.1a Effective September 1, ~~2015~~2021, the ~~daily~~Step 1 hourly wage structure will be changed to a single step, i.e., steps 2 and 3 are eliminated. The Step 1 hourly rate shall be increased by two percent (2.0%) to \$13.15 per hour.
- 6.1b Effective SeptemberJuly 1, 20162022, the ~~daily~~Step 1 hourly rate shall be increased by two percent (2.0%) to \$14.00 per hour.
- 6.1c Effective SeptemberJune 1, 20172023, the ~~daily~~Step 1 hourly rate shall be increased by zero percent (0%) to \$15.00 per hour

- 6.1d** Effective September 1, ~~2018~~2024, the daily rate shall be increased by two percent (2.0%).
- 6.1e** Effective September 1, ~~2019~~, the daily rate shall be increased by two percent (2.0%).
- 6.1f** ~~Effective September 1, 2020~~2025, the daily rate shall be increased by two percent (2.0%).
- 6.2** All active, permanent, full-time School Crossing Guards shall be paid at the straight time rate for those days on which they are scheduled to work and are available to work but are prevented from working solely by virtue of severe storms that cause the school to which the crossing guard is assigned to be closed.

ARTICLE 7 - WEARING APPAREL

- 7.1** School Crossing Guards shall wear the uniform of blue coat and trousers/skirt during the winter months and white shirt and blue trousers/skirt in the fall and spring months.
- 7.2** School Crossing Guards shall, upon appointment, be provided with the following articles of uniform and equipment, in the amount and manner provided for in the following table:
1. One (1) glow vest
 2. Two (2) gloves: (1) winter - (1) summer
 3. One (1) Raincoat
- 7.3** Articles of uniform shall be replaced as needed based upon yearly departmental inspection. Any lost or stolen articles of uniform must be replaced by the employee at their own expense.

- 7.4 Effective September 1, 1997, all active School Crossing Guards returning shall receive a one hundred and sixty dollar (\$160.00) payment to be placed toward the purchase or replacement uniform items specified in 7.1 thru 7.3 above.
- 7.5 Upon discharge or resignation all issued equipment as referenced in Article 7.2 must be returned before a final paycheck will be issued.
- 7.6 The City will make every effort to purchase all equipment from a qualified vendor. The vendor will be expected to have a supply of equipment on hand.

ARTICLE 8 - VACATION

- 8.1 In each contract year, School Crossing Guards with three (3) or more years of service, but less than four (4) years of service, shall receive one (1) day vacation with pay. School Crossing Guards with four (4) or more years of service but less than ten (10) years of service shall receive three (3) days vacation with pay. In each contract year, School Crossing Guards with ten (10) or more years of continuous service, but less than fifteen (15) years of such service shall receive four (4) days vacation with pay. In each contract year employees with fifteen (15) but less than twenty (20) years of service shall receive five (5) days vacation with pay. In each contract year employees with twenty (20) or more years of continuous service shall receive six (6) days vacation with pay.
- 8.2 Vacation time can only be taken when school is not in session.

ARTICLE 9 - INSURANCE

- 9.1 The City shall provide and pay for the cost of five (5) thousand dollars (\$5,000) Group Term Life Insurance and accidental Death and Dismemberment Policy (double indemnity) for all School Crossing Guard Employees.

ARTICLE 10 - SICK LEAVE

- 10.1** Sick Leave Allowance - Sick leave shall be earned by each employee of the Association, at the rate of one working day for each calendar month of service, the total of which shall not exceed ten (10) days for each school year.
- 10.2** A medical certificate acceptable to the appointing authority, will be required for any absence consisting of four (4) or more consecutive working days.
- 10.3** All active School Crossing Guards shall, after ten (10) years of service, shall receive fifty percent (50%) of their accumulated sick time at retirement or termination provided they leave in good standing up to a maximum amount of two hundred (200) days. Effective September 1, 1996, the maximum will be increased to two hundred ten (210) days. Upon the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.
- 10.4** Any employee who works an entire school year without taking time off for any purpose, excluding time taken between the date of death and date of funeral for a member of the employee's immediate family (For the purpose of this Article the term immediate shall mean and include the following: Mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, aunt, uncle, sister-in-law and brother-in-law) shall receive a two hundred dollars (\$200.00) lump sum payment. Said payment shall be made during the ~~last month of the spring term~~ June.
- 10.5** The City of Bridgeport Attendance Policy that became effective on April 1, 2000 and all its subsequent amendments, modifications and replacements as determined by the City are incorporated into this contract.

10.6 Notwithstanding any other provisions of this Agreement, no leave shall exceed twelve months in duration.

ARTICLE 11 - COPIES OF THE CONTRACT

11.1 Within ninety (90) days after the signing of this Agreement, the City shall furnish ~~a copy~~100 copies of this Agreement to each ~~employee~~distribute amongst the union membership. New Employees shall be given a copy of this Agreement at the time of hire. ~~The Association is to receive ten (10) signed copies of this Agreement.~~

ARTICLE 12 - SAVINGS CLAUSE

12.1 If any section, sentence, clause or phrase of this Agreement shall be held, for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provisions

ARTICLE 13 - DRUG TESTING

13.1 The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General sections 31-51t through 31-51bb inclusive, excluding section 31-51v. The City shall provide the union thirty (30) days notice prior to the implementation of Drug and Alcohol testing.

ARTICLE 14 - TERMINATION

14.1 This agreement shall be effective on the 1st day of September, ~~2015~~2021 and shall remain in full force and effect until the 31st day of August, ~~2021~~2026.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto set their hand this day of

_____ day of _____, ~~2017~~2021.

FOR THE CITY

FOR THE UNION

Mayor Joseph P. Ganim

Angel Resto, President
Bridgeport School Crossing Guards
Association

~~Janene Hawkins~~
Eric Amado
Director of Labor Relations

Jon Gendron,
Bridgeport School Crossing Guards
Association

JOB DESCRIPTION – SCHOOL CROSSING GUARD

<u>Classification Title:</u>	<u>School Crossing Guard</u>
<u>Job Class Code:</u>	<u>3601</u>
<u>Civil Service Designation:</u>	<u>Classified service; non-competitive</u>
<u>Union:</u>	<u>School Crossing Guards</u>

GENERAL STATEMENT OF DUTIES

Under general supervision as assigned by the City, prepares crossing zone, and assists children and their parents/guardians in crossing streets and/or intersections safely, while traveling to and from school; all other related work as required.

ILLUSTRATIVE EXAMPLES OF WORK

- Performs routine work of a repetitive nature requiring some judgment and discretion in dealing with children while acting in accordance with established policies, procedures, and guidelines.
- Regular and prompt attendance is essential; mental effort is required daily.
- Responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.
- Accompanies children across streets and sees that children do not cross streets while traffic is moving.
- Alerts and prevents on-coming motor vehicles from travel when crossing children and their parents/guardians.

REQUIRED QUALIFICATIONS:

- a. As to education, training and experience:
 - Graduation from high school, vocational school, or GED equivalent.
 - Basic knowledge of first aid and/or CPR, a plus.
- b. As to special knowledge, abilities, and skills:
 - Moderate responsibility for the care, condition and use of materials, equipment, and tools; great responsibility for the use of discretion and independent judgment in the safe crossing of children.
 - Patience and sensitivity while dealing with children and the general public. Ability to remain calm, concentrate and perform all responsibilities in a competent and professional manner at all times.
 - Demonstrated capability to communicate effectively verbally and in writing, using proper grammar and spelling; ability to follow written and verbal instructions.
 - Must be able to understand English and speak English well enough to be clearly understood.

- Demonstrated capability to use accurate judgment of traffic flow, speed and direction of travel; prioritize activities; regular use of hand-held stop sign, reflector vest, cones, etc.
- Demonstrated capability to establish and maintain effective working relationships with other employees, school officials, public safety personnel and the general public.

WORK ENVIRONMENT:

Job is performed outdoors and is subject to exposure to the elements: heat, cold, and wet conditions; and variable weather conditions. Employee is subject to moderate traffic noise and the hazards associated with stopping/directing traffic.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations which do not cause undue hardship may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to walk, run, talk, and hear. The employee is required to use hands to handle, feel or operate objects; and reach with hands and arms. The employee is occasionally required to balance, stoop, kneel, or crouch. The employee must frequently lift and/or move up to 5 pounds and occasionally lift weights up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. Physical demands will be reviewed and revised on a quinquennial basis.

WAGE APPENDIX

DAILY RATES	2015	2016	2017	2018	2019	2020
First step	\$ 29.92	\$ 30.51	\$ 30.51	\$ 31.13	\$ 31.75	\$ 32.38
Second step	\$ 32.24	\$ 32.89	\$ 32.89	\$ 33.54	\$ 34.22	\$ 34.90
Third step	\$ 34.73	\$ 35.43	\$ 35.43	\$ 36.13	\$ 36.86	\$ 37.59

Based on 2 hours 55 minutes worked per day (2.916667 hours)

HOURLY RATES	2015	2016	2017	2018	2019	2020
First step	\$ 10.26	\$ 10.46	\$ 10.46	\$ 10.67	\$ 10.88	\$ 11.10
Second step	\$ 11.05	\$ 11.28	\$ 11.28	\$ 11.50	\$ 11.73	\$ 11.97
Third step	\$ 11.91	\$ 12.15	\$ 12.15	\$ 12.39	\$ 12.64	\$ 12.89

Based on 2 hours 55 minutes worked per day (2.916667 hours)

DAILY RATES	8/1/2021	7/1/2022	6/1/2023	9/1/2024	9/1/2025
First step	\$ 38.35	\$ 40.83	\$ 43.75	\$ 44.63	\$ 45.52

Based on 2 hours 55 minutes worked per day (2.916667 hours)

HOURLY RATES	8/1/2021	7/1/2022	6/1/2023	9/1/2024	9/1/2025
First step	\$ 13.15	\$ 14.00	\$ 15.00	\$ 15.30	\$ 15.61

AGREEMENT BETWEEN

CITY OF BRIDGEPORT

&

**BRIDGEPORT SCHOOL CROSSING
GUARDS ASSOCIATION**

September 1, 2021 to August 31, 2026

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- 3.1 There shall be no discrimination against an employee because of his race, color, sex, religious creed, national origin, political or union affiliations.

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- 4.1 All School Crossing Guards shall be paid for the following holidays, provided they are scheduled to work, and do work, the day before and the day after the holiday: Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, Memorial Day, Martin Luther King Day, and Three Kings Day, Independence Day, Juneteenth.
- 4.2 In addition, effective September 1994, all School Crossing guards with one (1) or more years of service shall be paid and have off Labor Day.
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- 6.1a** Effective September 1, 2021, the wage structure will be changed to a single step, i.e., steps 2 and 3 are eliminated. The Step 1 hourly rate shall be increased to \$13.15 per hour.
- 6.1b** Effective July 1, 2022, the Step 1 hourly rate shall be increased to \$14.00 per hour.
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- 8.1 In each contract year, School Crossing Guards with three (3) or more years of service, but less than four (4) years of service, shall receive one (1) day vacation with pay. School Crossing Guards with four (4) or more years of service but less than ten (10) years of service shall receive three (3) days vacation with pay. In each contract year, School Crossing Guards with ten (10) or more years of continuous service, but less than fifteen (15) years of such service shall receive four (4) days vacation with pay. In each contract year employees with fifteen (15) but less than twenty (20) years of service shall receive five (5) days vacation with pay. In each contract year employees with twenty (20) or more years of continuous service shall receive six (6) days vacation with pay.
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- 10.4** Any employee who works an entire school year without taking time off for any purpose, excluding time taken between the date of death and date of funeral for a member of the employee's immediate family (For the purpose of this Article the term immediate shall mean and include the following: Mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, aunt, uncle, sister-in-law and brother-in-law) shall receive a two hundred dollars (\$200.00) lump sum payment. Said payment shall be made during the month of June.
- 10.5** The City of Bridgeport Attendance Policy that became effective on April 1, 2000 and all its subsequent amendments, modifications and replacements as determined by the City are incorporated into this contract.
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- 11.1 Within ninety (90) days after the signing of this Agreement, the City shall furnish 100 copies of this Agreement to distribute amongst the union membership. New Employees shall be given a copy of this Agreement at the time of hire.

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ARTICLE 13 - DRUG TESTING

- 13.1 The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General sections 31-51t through 31-51bb inclusive, excluding section 31-51v. The City shall provide the union thirty (30) days notice prior to the implementation of Drug and Alcohol testing.

ARTICLE 14 - TERMINATION

- 14.1 This agreement shall be effective on the 1st day of September, 2021 and shall remain in full force and effect until the 31st day of August, 2026.

SIGNATURES

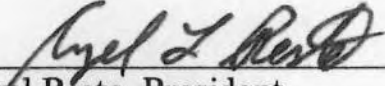
IN WITNESS WHEREOF, the parties hereto set their hand this day of

_____ day of _____, 2021.


FOR THE CITY

FOR THE UNION

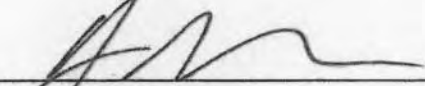
Mayor Joseph P. Ganim



Angel Resto, President
Bridgeport School Crossing Guards
Association

 11/29/2021

Eric Amado
Director of Labor Relations



Jon Gedron,
Bridgeport School Crossing Guards
Association

JOB DESCRIPTION – SCHOOL CROSSING GUARD

Classification Title: School Crossing Guard
Job Class Code: 3601
Civil Service Designation: Classified service; non-competitive
Union: School Crossing Guards

GENERAL STATEMENT OF DUTIES

Under general supervision as assigned by the City, prepares crossing zone, and assists children and their parents/guardians in crossing streets and/or intersections safely, while traveling to and from school; all other related work as required.

ILLUSTRATIVE EXAMPLES OF WORK

- Performs routine work of a repetitive nature requiring some judgment and discretion in dealing with children while acting in accordance with established policies, procedures, and guidelines.
- Regular and prompt attendance is essential; mental effort is required daily.
- Responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.
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- Alerts and prevents on-coming motor vehicles from travel when crossing children and their parents/guardians.

REQUIRED QUALIFICATIONS:

- a. As to education, training and experience:
 - Graduation from high school, vocational school, or GED equivalent.
 - Basic knowledge of first aid and/or CPR, a plus.
- b. As to special knowledge, abilities, and skills:
 - Moderate responsibility for the care, condition and use of materials, equipment, and tools; great responsibility for the use of discretion and independent judgment in the safe crossing of children.
 - Patience and sensitivity while dealing with children and the general public. Ability to remain calm, concentrate and perform all responsibilities in a competent and professional manner at all times.
 - Demonstrated capability to communicate effectively verbally and in writing, using proper grammar and spelling; ability to follow written and verbal instructions.
 - Must be able to understand English and speak English well enough to be clearly understood.

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- Demonstrated capability to establish and maintain effective working relationships with other employees, school officials, public safety personnel and the general public.

WORK ENVIRONMENT:

Job is performed outdoors and is subject to exposure to the elements: heat, cold, and wet conditions; and variable weather conditions. Employee is subject to moderate traffic noise and the hazards associated with stopping/directing traffic.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations which do not cause undue hardship may be made to enable individuals with disabilities to perform the essential functions.

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This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. Physical demands will be reviewed and revised on a quinquennial basis.

WAGE APPENDIX

Baesd on 2 hours 55 minutes worked per day (2.916667 hours)						
DAILY RATES	8/1/2021	7/1/2022	6/1/2023	9/1/2024	9/1/2025	
First step	\$ 38.35	\$ 40.83	\$ 43.75	\$ 44.63	\$ 45.52	

Baesd on 2 hours 55 minutes worked per day (2.916667 hours)						
HOURLY RATES	8/1/2021	7/1/2022	6/1/2023	9/1/2024	9/1/2025	
First step	\$ 13.15	\$ 14.00	\$ 15.00	\$ 15.30	\$ 15.61	

Item # 01-21

Agreement with the Connecticut Association of Labor Unions (CALU), (Nurses Union) regarding their Bargaining Unit Contract for the term of July 1, 2019 through June 30, 2025.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: December 20, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
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CITY CLERK



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. 01-21

RESOLVED, That the attached Agreement between the City of Bridgeport and the Connecticut Association of Labor Unions (CALU), (Nurses Union) regarding their bargaining unit contract for the term of July 1, 2019 through June 30, 2025, 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

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Ernest E. Newton II, D-139th

City Council Date: *December 20, 2021*

Tentative Agreement

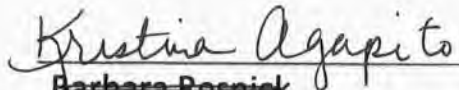
September 23, 2021


1. Contract term: 7/1/2019 to 6/30/2025
2. Wage increases:
 - a. 7/1/2019: 2.0% - No retro
 - b. 7/1/2020: 2.0% retroactive to date of increase
 - c. 7/1/2021: 2.0% retroactive to date of increase
 - d. 7/1/2022: 2.0%
 - e. 7/1/2023: 2.0%
 - f. 7/1/2024: 2.0%
3. Union accepts items agreed to (TA'd) by City and SEIU 1199 in their 10/8/2019 document with the exception of Christmas week vacation (addressed below)
4. Current incumbents in Public Health Nurse positions (Clinic and APRN) will be grandfathered into the benefit specified in Article 21.3. (Christmas week vacation). New occupants of these positions – from any source – will not be eligible for this benefit. These incumbents can be ordered in to work during Christmas week or any portion thereof at the discretion of the Health Director and paid at the negotiated 1.5X overtime rate.
5. Current employees grandfathered for degrees benefits specified in Articles 15.2 & 15.3. Benefit eliminated for employees hired after the date this CBA is ratified.
6. Tuition reimbursement amount reduced to \$1,000 for bargaining unit effective 7/1/2022. (Article 17.1)
7. Within 21 days of ratification, Health benefits reset to 25% PCS for all – Employees hired after 7/1/2012 PCS increases 1 % per year starting 7/1/2022 and reduce PCS cap from 50% to 33 1/3 %.
8. For employees who meet the eligibility requirements for retiree health benefits and retire, retiree health care frozen at dollar (\$) amount on day of retirement
9. Effective 1/1/2022 – Juneteenth added to list of recognized holidays.

10. Parties agree to work collaboratively on CBA language cleanup (housekeeping items) related to U.S. Supreme Court Janus decision and transition from SEIU 1199 to CALU.

For the Union

For the City


~~Barbara Resnick~~
Kristina Agapito
November 8, 2021


Eric Amado

CITY OF BRIDGEPORT												
OFFICE OF POLICY AND MANAGEMENT												
FINANCIAL IMPACT OF NURSE UNION TENTATIVE AGREEMENT JULY 1, 2019 THROUGH JUNE 30, 2025												
COVERS FY2020 THROUGH FY2025												
FISCAL YEARS	FY20 =2.00%	FY2020	FY2021	FY22 =2.00%	FY20-FY2022	FY2023	FY20-2023	FY24 =2.00%	FY20-2024	FY25 =2.00%	6 Years Impact	
	FY20	FY20	FY2021	FY2022	FY20-FY2022	FY2023	FY20-2023	FY2024	FY20-2024	FY2025	FY20-2025	
NURSES UNION (CALU)	7/1/2019	FY2020	7/1/2020	7/1/2021	FY20-2022	7/1/2022	FY20-FY2023	7/1/2023	FY20-FY2024	7/1/2024	FY20-FY2025	
	Increase	Compounded	Increase	Increase	Compounded	Increase	Compounded	Increase	Compounded	Increase	Compounded	
	%	%	%	%	%	%	%	%	%	%	%	
	2.00%	2.00%	2.00%	2.00%	6.12%	2.00%	8.24%	2.00%	10.41%	2.00%	12.62%	
Pay Annual Salary	41,426	41,426	42,254	43,099	126,780	43,961	170,741	44,841	215,559	45,737	261,293	
TOTAL NURSES UNION SALARY	2,071,290	2,071,290	2,071,290	2,071,290	2,071,290	2,071,290	2,071,290	2,071,290	2,071,290	2,071,290	2,071,290	
TOTAL DOLLAR IMPACT	41,426	41,426	42,254	43,099	126,780	43,961	170,741	44,841	215,559	45,737	261,293	

AGREEMENT

BETWEEN

THE CITY OF BRIDGEPORT

and

~~NEW ENGLAND HEALTH CARE EMPLOYEES UNION~~
~~DISTRICT 1199/SEIU~~
CONNECTICUT ASSOCIATION OF LABOR UNIONS (CALU)

July 1, ~~2012~~2019 to June 30, ~~2019~~2025

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I. THE UNION AND UNION SECURITY

PREAMBLE

The following agreement entered into by and between the City of Bridgeport (hereinafter called the "Employer"), and the ~~New England Health Care Employees Union, District 1199/SEIU~~ Connecticut Association of Labor Unions (CALU)/Bridgport Nurses with its offices at ~~77 Huyshope Avenue, Hartford 781 Boston Post Road, Suite 586, Madison,~~ Connecticut, (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of said Employer, as hereinafter defined, now employed and collectively designated as the "Employees".

It is the intent and purpose of the parties hereto that this Agreement ~~promote and improve the mutual interests of the patients of the Employer, as well as of its Employees, and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work and terms and conditions of employment.~~

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the collective bargaining representative for ~~the Employees covered by this Agreement, as hereinafter provided employees in the classifications of School Health Nurse, Public Health Nurse and Nurse Practitioner as certified by the Connecticut State Board of Labor Relations Decision No. 5138 [ME-34058]~~
- 1.2 The Union 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 and contract administration.

ARTICLE 2 - DEFINITIONS

- 2.1 Public Health Nurse A Bridgeport Public Health Nurse is a Registered Professional Nurse who, under the direction of the Director of Public Health, appraises individual and family health needs and hazards - existing or potential; provides health counseling (including emotional support) to individuals, families and groups in clinics, schools, other organized settings, in the home, consults with and refers families to appropriate personnel within the City Health Department, school system or community services; carries out nursing duties contributing to diagnosis, treatment and rehabilitation; gives, arranges, teaches or supervises nursing for sick and injured; works with other health or health-related personnel as a member of a multi-disciplinary team geared to the solution of health and medical problems; prepares reports of clinic and other activities, incidents and patient

health status; understands and complies with confidentiality of patient records; assists in ensuring compliance with health laws and regulations.

- 2.2** School Health Nurse A Bridgeport School Health Nurse is a Registered Professional Nurse who, under the direction of the Director of Public Health, reporting to the Superintendent of Schools or his/her designee appraises individual and family health needs and hazards - existing or potential; provides health counseling (including emotional support) to individuals, families, schools, other organized settings, consults with and refers families to appropriate personnel within the City Health Department, school system or community services; carries out nursing duties contributing to diagnosis, treatment and rehabilitation; gives, arranges, teaches or supervises nursing for sick and injured; works with other health or health-related personnel as a member of a multi-disciplinary team geared to the solution of health and medical problems; prepares reports and other activities, incidents and patient health status; understands and complies with confidentiality of patient records; assists in ensuring compliance with health laws and regulations.
- 2.3** Nurse Practitioner, as a primary care provider, assesses the health status of patients to detect the presence of health problems. Manages health problems of patients in accordance with physician approved standing orders which include suitable referrals, therapeutic procedures and the administration of medication or immunization. The Practitioner supervises clinic aides and outreach workers and performs related work.
- 2.4** The generic term Nurse(s), when used in this Agreement refers to both Public Health Nurses, School Health ~~Nurse~~Nurses and Nurse Practitioners.

ARTICLE 3 - UNION SECURITY[†]

- ~~3.1~~ ~~It shall be a condition of employment that all~~ **3.1** Employees of the Employer covered by this agreement who are members of the Union in good standing on the effective (execution) date of this Agreement ~~shall~~may remain members in good standing of the Union during the term of this Agreement. ~~It shall be a condition of employment that all~~ All employees covered by this Agreement who are not members of the Union on the effective date of this Agreement ~~shall~~may on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union ~~or pay to the Union an appropriate agency fee as established by the Union. It shall also be a condition of employment that all.~~ All employees

[†] ~~The language of this article was negotiated in good faith by the parties prior to the US Supreme Court decision of June 27, 2018 (Janus v. AFSCME Council 31). Revised language is currently under development.~~

covered by this Agreement and hired on or after its effective (execution) date ~~shall~~may, on the 31st day following the beginning of such employment become and remain members in good standing in the Union, ~~or~~. All members in good standing shall pay to the Union appropriate agency fees during such dues as designated by the term of this Agreement. Union. All such dues, and fees, shall be automatically payroll deducted and remitted to the Union.

- 3.2 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article.

ARTICLE 4 - CHECK OFF

- 4.1 ~~Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such written~~ employee authorization, deduct from the wages due said Employee each week, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.
- 4.2 Employees who do not sign written authorizations for deductions ~~must~~may adhere to the same payment procedure by making payments directly to the Union.
- 4.3 The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding (a), (b), (c), or (d) above, upon the return of an Employee to work from any of the foregoing ~~enumerated~~ absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employees of the obligation to make the required dues and initiation payment pursuant to the Union By-Laws in order to remain in good standing.

- 4.4 The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues week involved, shall have failed to receive sufficient wages to equal the dues deductions.
- 4.5 Each month the Employer shall remit to the Union all deductions, dues and initiation fees made from the wages of Employees for the preceding week, together with a list of all Employees from whom dues and/or initiation fees have been deducted. Said list shall include the Employment number.

- 4.6 The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, employment number, classifications of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leaves of absence.
- 4.7 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 4.8 It is also agreed that neither any Employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.
- 4.9 Upon the receipt of a written authorization from an Employee, in ~~the~~ form ~~annexed hereto as Exhibit B~~ provided by the union, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, the sum specified ~~in said authorization~~ by the Union and remit same to the ~~New England Health Care Employees Union, District-1199, Political Action Fund, 77 Huyshope Avenue, Hartford, Connecticut Association of Labor Unions, (CALU), 781 Boston Post Road, Suite 586, Madison CT -0610606443.~~ An Employee may revoke such authorization by written request to the Employer. The Union agrees to indemnify Employer's compliance with this provision.

ARTICLE 5 - UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

- 5.1 No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in the Grievance Procedure.
- 5.2 The staff representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, ~~Delegates~~ Board members of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union staff representative finds it necessary to enter a department of the Employee for this purpose, he/she shall first advise the Administrator or the head of the department or his/her designee ~~in person, as the Employer shall state~~ by E-mail.
- 5.3 A ~~delegate~~ Union Board member intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Employer. Such visits shall only be

denied by the Employer because of operation requirements but in no event later than the start of the next regular shift.

- 5.4 The Employer shall provide space on existing Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. The Union agrees that the notices and material posted shall not contain derogatory comments or attacks against the City, its departments, agencies or officials.
- 5.5 The work schedules of Employees elected as Union ~~Delegates~~Board Members shall be adjusted to permit attendance ~~only~~ at regular ~~delegate~~Union assembly meetings provided Employer operations shall not be impaired.

ARTICLE 6 - PROBATIONARY/PROMOTIONAL EMPLOYEES

- 6.1 Newly hired Employees shall be considered probationary for a period of three (3) months from the date of employment. The probationary period may be extended for an additional three (3) month period with the approval of the Union and the Employer. The Union shall not unreasonably deny such extension.
- 6.2 During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The end of the probationary period shall be upon completion of his/her shift on their last probationary day.
- 6.3 Employees promoted to probationary, provisional or acting position shall have the right to return to the bargaining unit with adjusted Bargaining Unit Seniority, within one year of the acceptance of said position. Adjusted Seniority shall mean seniority minus the length of time out of the Bargaining Unit. The one (1) year period shall not be extended.

ARTICLE 7 - SENIORITY

- 7.1 Definition Seniority is defined as the length of continuous municipal service except for bidding, lay-off and recall purposes under this Agreement. For bidding, lay-off and recall purposes, Bargaining Unit Seniority shall apply. School Nurses and Public Health Nurses have no rights to cross over between the City of Bridgeport and the Board of Education except for layoff and recall. "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employed in a ~~1999~~CALU bargaining unit position within the City of Bridgeport covered by this collective bargaining agreement with the employer as stated in ~~Side letter #1 of this Agreement.~~7.9 below.
- 7.2 Accrual An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

- 7.3** Bargaining unit seniority shall accrue during an approved leave as identified in Article 22 provided that the employee returns to work immediately following the expiration of such leave.
- 7.4** Seniority as defined herein shall be applied to all requests for transfers where vacancies occur.
- 7.5** When a vacancy occurs or a new position is created that the City intends to fill on a permanent basis, the following procedure shall apply:
- a)** The vacancies or positions will be posted for a period of five (5) days, excluding weekends and holidays.
 - b)** The posting will identify the position, title, job description, salary, work location, and schedule.
 - c)** The position will be awarded, after bidding on the basis of Bargaining Unit Seniority, ~~culture requirement~~ and qualifications based on licensure.
 - d)** The City will not fill such vacancies in an arbitrary and capricious manner.
 - e)** Should no current Employee possess the necessary qualifications, the City may seek an outside hire. The City shall date and time all applications and the new hire shall accrue seniority as stated in 7.2.
 - f)** The City may fill such vacancy temporarily if an emergency exists. However, the definition of the emergency and the filling of such a vacancy must be discussed with the Union. The discussion shall include the length of the temporary need and any other particulars about the vacancy.
 - g)** Employees must apply within the posting period to be considered under Section 7.5 above.
- 7.6** The following shall apply to all School Health Nursing assignments:
- a)** Every three (3) years School Health Nurse shall bid on assignments. The bidding procedure will begin in June. The effective date of any change shall start two (2) weeks prior to school opening. Bidding commenced in 1986 and will continue every three (3) years thereafter.
 - b)** Assignments shall be filled based on Bargaining Unit Seniority ~~and cultural requirements.~~ Everything being relatively equal, Bargaining Unit Seniority shall prevail.
 - c)** Bidding: For the purposes of bidding, School Health Nurse will bid every three (3) years based on Bargaining Unit Seniority.
- 7.7** Should a vacancy in an assignment occur during the year the following shall apply:
- a)** The position may be filled on a temporary basis until two (2) weeks before the start of school.

- b) On June 1, of non-bidding years, open positions/assignments shall be posted and assignments shall be awarded as written in Section 7.5.
- c) The new hire will go to the former assignment of the School nurse who is awarded the vacant position.
- 7.8 If a School nurse's assignment is eliminated and another assignment is available, that School nurse shall fill it temporarily until the end of the school year, then 7.5, 7.6 or 7.7 shall apply. If no assignment is available, the employer shall comply with Article 8, Layoff and Recall.
- ~~7.9 Any Public Health Nurse shall bid to any School Health Nurse vacancies by July 1, 2009. After this bidding between the Public Health Nurse and School Health Nurse shall be closed, but there shall be a reopener to discuss the issue of bidding only. This does not include the normal bidding process for School Health Nurse that takes place every three (3) years. The parties to this Agreement shall meet for this reopener starting April 1, 2010, and shall reach a TA or Memorandum of Understanding on this issue by June 1, 2010. (See Side letter, effective September 17, 2011)~~
- 7.9 The parties have agreed that for the purposes of **bidding for assignments and vacancies only**, seniority shall be defined as the length of continuous employment in a CALU bargaining unit position in the City of Bridgeport covered under this collective bargaining agreement (i.e. Public Health Nurse or Nurse Practitioner). This clarification shall not be construed as to increase or decrease any current or future employee' benefits, bidding rights, or working conditions but shall mean that any employee hired into the bargaining unit after the date of ratification shall have their bidding seniority defined differently than their bargaining unit seniority

ARTICLE 8 - LAYOFF AND RECALL

- 8.1 In the event the Employer makes a reduction of hours or lays off bargaining unit members the Employer shall notify the Union four (4) weeks in advance of the reduction or lay-off. The Employer shall give each Nurse affected a four-week written notice of such reduction or lay-off or pay in lieu thereof. The Union may request a meeting to avoid or mitigate said reductions or lay-off.
- 8.2 Seniority shall mean length of continuous employment with the ~~1199~~CALU Bargaining Unit. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 8.3 In the event that the Employer makes a reduction in the number of Employees covered by this Agreement, Employees with the least seniority

will be laid off first, provided that the more senior Employees have the present ability to perform the work required. For the purpose of determining the order of layoff and recall only, all registered nurses in the unit will be treated as one seniority group. Seniority shall mean length of continuous employment with the Employer. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

II. MANAGEMENT AND THE WORK PLACE

ARTICLE 9 - MANAGEMENT RIGHTS

- 9.1** Except as expressly modified or restricted by the specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights to recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel; determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position and of the department; acquire and maintain essential equipment and facilities required to conduct the City's business of providing City services; exercise complete control over its organization and the technology of performing its work; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such a right, prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with express provisions of this agreement. The City shall not exercise its management rights in violation of this obligation under MERA (The Connecticut Municipal Employee Relations Act. C.G.S. #7-467, et seq).

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

ARTICLE 10 - HOURS OF WORK

- 10.1** The normal hours of work for the Public Health Nurses and School Health Nurse will be as follows: 8:00 AM to 3:30 PM - Monday through Friday.
- The normal hours for the Clinics will be as follows: 8:00 AM to 3:30 PM - Monday through Friday.
- Nurses will have a one-half (1/2) hour lunch period, not to be used for travel nor any other work duties.
- 10.2** The overtime rate for all Employees covered by this Agreement will be time and one-half the regular hourly rate for all hours worked in excess of the normal working hours.

- 10.3** ~~School Health Nurses (SHN) will have a Separate classification. School Health Nurses will switch to the education calendar (186 days), they will move to this work schedule at the end of the 2009 school year (June 24). - School Health Nurses will receive no general wage increases for the life of the contract.~~

ARTICLE 11 - NEGOTIATIONS AND CONFERENCES

- 11.1** The City agrees that the members of the Union's Negotiating Committee engaged during normal work day negotiations or special conferences on behalf of the Union with the City during the term of this Agreement, shall be entitled to release time, within reason, without loss of salary. The Union also agrees to meet for purposes of negotiation on off-duty time at least to the same extent as the released time.
- 11.2** Not more than five (5) nurses, 1 from clinic, 4 school nurses, representing the Union shall be released at the same time.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.1** A grievance shall be defined as a dispute which may arise over the interpretation, application or meaning of this Agreement, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. The aggrieved Employee, who shall be represented by a representative of the Union, shall present the facts to his/her immediate supervisor within ten (10) working days of the date on which the grievance or dispute arose or within ten (10) days of the time the Employee knew of the grievance or dispute. The immediate supervisor shall render his/her decision to the Employee and the Union representative within five (5) working days from the date the grievance was presented.

Step 2. If the grievance is not resolved in Step One, the Union representative shall reduce the grievance to writing within five (5) working days and present it to the department head. It shall include:

- a. A statement of the grievance and the facts involved.
- b. The remedy requested.

The department head shall arrange a meeting, with all the parties concerned present, to review the facts. The department head shall notify the Employee and the Union representative of his/her decision, in writing, within five (5) working days from the date the grievance was submitted to him/her.

Step 3. If a grievance is not resolved at Step Two, the Union representative shall present it to the Office of Labor Relations within five (5) working days after the decision of the department head is received. If requested by the

Union, the Office of Labor Relations shall meet with interested parties no later than five (5) working days after the receipt of the grievance and in any case shall render his/her decision in writing within ten (10) days of receipt of the grievance.

Step 4. If the Union is not satisfied with the decision rendered in Step Three, it shall notify, in writing, the Office of Labor Relations within fifteen (15) working days after receipt of the decision that it intends to submit the grievance to arbitration; and shall simultaneously file notice of appeal with the American Arbitration Association which shall act on such request in accordance with its rules and procedures. Said arbitration panel shall be limited to the expressed terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of this contract.

Any such grievance shall be submitted first to the Union President. If not satisfactorily resolved within two (2) weeks of its submission, the City may submit the grievance to the American Arbitration Association.

The decision rendered by the American Arbitration Association, regardless of the initiating party, shall be final and binding on the parties. It is mutually understood and agreed that no probationary Employee at the entrance level shall have access to the grievance procedure where the issue is one of his/her discipline or discharge, and no probationary Employee in any promotional classification shall have access to the grievance procedure where the issue is one of his/her demotion.

A grievance initiated by the employer shall be processed in the same manner as above but may be initiated at Step 2 by submitting the grievance to the Union Representative.

- 12.2** Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
- 12.3** A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union Representative.

ARTICLE 13 – DISCIPLINARY ACTION

- 13.1** The City shall have the right to maintain discipline and efficiency and shall have the right to discharge, suspend, or discipline an Employee for just cause.
- 13.2** The City will notify the Union in writing of any discharge or suspension by mailing notice of discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. Said notice shall be sent to the Union Office, ~~in Hartford,~~ by First Class Mail or e-mail with a copy to the Union

president(s), and notice shall be considered given on the date mailed. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the City within ten (10) working days from the date of receipt of notice of suspension or discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, however, commencing at Step 3 of the grievance machinery.

13.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays, and Holidays.

13.4 (a) In the case of an employee who has received a verbal warning and where a period of one (1) year has elapsed without the employee's having received any further discipline, or in the case of an employee who has received a written warning and where a period of eighteen (18) months has elapsed without the employee's having received any further discipline, the City shall, upon request, remove the aforesaid warning from the employee's file.

(b) Nothing which might result in disciplinary action shall be placed in an employee's file without the employee's knowledge. Employees shall have the right to review and grieve any material if it is placed in their personnel file. No uninvestigated note, memo or complaint which might result in disciplinary action shall be permitted in the personnel files of bargaining unit members

ARTICLE 14 - DRUG TESTING

14.1 The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General Statutes, Section 31-51t through 31-51bb, inclusive excluding Section 31-51v. The drug and alcohol testing policy for those Employees required to have a CDL shall be incorporated by reference. The City shall provide the Union with thirty (30) days notice prior to implementing drug and alcohol testing.

III. MONATARY PAYMENTS

ARTICLE 15 - SALARIES

- 15.1 Negotiated wage increases summarized below and calculated wage tables are attached as Appendixes A.

Effective Date	Increase	Retroactivity
7/1/2012 2019	2.0%	None
7/1/2013 2020	2.0%	Retro to 7/1/2020
7/1/2014 2021	2.50%	Retro to 7/1/2021
7/1/2015		2.5%
7/1/2016 2022	2.0%	N/A
7/1/2017 2023	2.0%	N/A
7/1/2018 2024	2.0%	N/A

All increases are across the board and on all steps; retroactive wage increases for ~~7/1/2012, 7/1/2013, 7/1/2014, 2020~~ and ~~7/1/2015~~2021, to be made as a lump sum payment upon ratification of contract.

- 15.2 Compensation of three hundred and fifty (\$350) dollars annually shall be granted to a Public Health Nurse and School Health Nurse having sixty (60) or more credits towards a BS Degree in nursing, public health or a directly related nursing field from an accredited school. This benefit shall not be available to employees hired after the ratification date of this 2019-2025 CBA.
- 15.3 a) Compensation of five hundred (\$500) dollars annually over and above the annual salary shall be granted to nurses having a BS Degree in nursing, public health or a directly related nursing field from an accredited school.
- b) Compensation of six hundred (\$600) dollars annually shall be granted to nurses having a Master's Degree in nursing, public health or directly related nursing field from an accredited school. These sums are payable in a lump sum to those eligible on or about October 1, of each year.
- c) The benefit specified in a) and b) above shall not be available to employees hired after the ratification date of this 2019-2025 CBA.
- 15.4 School Nurses who bid to work at schools during the summer will receive a rate of \$37.50 per hour. Bidding for this work will be based on seniority.
- 15.5 All personnel shall be advanced within the salary range in accordance with the established practice.
- 15.6 Educational qualifications and previous experience shall be taken into consideration in determining the starting salary for new Employees. A nurse who has been actively engaged in the nursing profession, upon being hired, shall be given credit for such experience in the following manner:

- a) If the experience has been in the public health field, is of a character satisfactory to the City, the Public Health Nurse and School Health Nurse shall be hired on Step II.
 - b) Department Heads may, with the approval of the Director of Labor Relations, hire a Nurse Practitioner at a higher step above entry level.
- 15.7 A part-time Employee shall be defined as an Employee who works nineteen (19) hours a week or less.
- 15.8 All Nurses will ~~go to be paid by direct deposit effective 7/1/2010~~. The pay schedule for the Nurses will remain 52 weeks. Direct Deposit shall be mandatory for all employees covered by this agreement effective 7/1/2016.
- 15.9 Longevity - Effective July 1, 2005, each employee who has or will have five (5) or more years of continuous municipal service, of said contract year, shall receive an annual payment calculated by multiplying the sum of seventy (\$70) dollars by the number of years of such completed service.
- Such payment shall not exceed eighteen hundred dollars (\$1,800) per annum.
- 15.10 Any employee covered by this CBA who separates employment with the City for any reason between the date of ratification and the date the retroactive pay raises are issued will receive their full retroactive pay at the same time checks are issued to active employees.

ARTICLE 16- REIMBURSEMENT

Nurses shall be reimbursed for any vandalism, theft, or theft of personal property from or to automobiles used in the course of their duties for the amount of the loss or deductible amount, whichever is less.

ARTICLE 17 - TUITION REIMBURSEMENT

- 17.1 The City and the Union has mutual recognition of the advantages to the City for Employees to continually improve themselves through additional training and education programs, agree as follows:
- a) The City shall reimburse each employee for the cost of tuition up to two hundred (\$200) dollars per credit for undergraduate courses and two hundred (\$200) dollars per credit for graduate level courses plus the cost of books and all registration, lab and other fees related to the course. Payment shall be made within sixty (60) days of submission of their cost to the labor negotiator and upon satisfactory completion at a Grade C or better for each course or a pass grade in a pass/fail course, at an accredited college or university in subject taken towards advanced degrees in nursing or directly related nursing field. Each employee will be limited to nine (9) credits per fiscal year. The employee must apply and obtain written approval of the City's Labor Relations Director in advance of

enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this article and shall not be unreasonably withheld.

Effective July 1, ~~2002~~2022, the tuition reimbursement expenditures shall be ~~increased~~reduced and capped at ~~ten~~one thousand (\$~~10~~1,000) dollars per fiscal year for ~~all~~the bargaining unit ~~members~~.

The employee agrees to remain in City employment for a period of one year upon approval of the courses. If the employee leaves prior to one year, he/she will reimburse the City for any tuition received for that specific course. The City will then credit the tuition account so that these funds may be used by another member.

- b) All employees intending to take advantage of the tuition reimbursement program shall submit to their appropriate department supervisor, thirty days prior to the beginning of the fall or spring semester, the course title, a description of the college course, tuition costs, and any other associated costs. All applications will be reviewed and each eligible applicant will have their first selected course paid for subject to 17.1 (a). After the first round of applications, any additional tuition costs, courses, books or fees related to the course, will be paid up to nine (9) credits. Also, in the event that any money is not used, then said sum shall revert back to the City.

If at the end of any fiscal year the \$~~10~~1,000 cap on tuition reimbursement has not been reached, then employees who have previously gotten reimbursement in that fiscal year will receive reimbursement for any amounts they have expended for tuition in that fiscal year, which were not reimbursed. Such amounts will be distributed prorated to eligible employees if necessary but will not, in any event, exceed the tuition payment actually expended by the employee over and above the amount previously reimbursed or exceed the unit cap. In the event that any money is not used, then said sum shall revert back to the City.

- c) Appropriate application and reimbursement forms shall be provided by the City, through the department supervisor.

IV. BENEFITS

~~ARTICLE 18 – EMPLOYMENT– HEALTH BENEFITS, SAFETY, HEALTHLIFE INSURANCE AND RETIREMENTS~~

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

a) ~~"Medical and Prescription Drug Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Connecticut Partnership Plan (including Schedule of Benefits as revised and effective July 1, 2010); 2.0 a copy summary of which is annexed to the originals of this Contract and is on file with the City and the Union (the "Medical Plan"), see as Appendix F).B.~~

~~b) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment shall be five dollars (\$5.00) for generic drugs; ten (\$10.00) dollars for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty five dollars (\$25.00) for all other drugs (The "Prescription Drug Plan").~~

~~Employees must use mail order for prescription drug refills for Maintenance drugs on the list maintained by the City's pharmacy benefits manager after three (3) refills or the co-payment double at retail. Such double co-payment shall only apply to drugs which can be ordered by mail. There shall be a limit of thirty (30) days supply for any single prescription at retail.~~

~~e)b) The twentyTwenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").~~

~~d)c) The Vision Service Plan, or its equivalent, as outlined and attached hereto as Appendix G.C.~~

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

18.3 ~~Retirees~~ Employees who meet the benefits eligibility requirements specified in this article and retire prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care Medical and Prescription Drug Benefits 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). For purpose of this Article (A) "retirees" "retiree" shall mean:

A - For employees hired on or before 6/30/2012 who: (1) have completed fifteen (15) years of continuous municipal service and are age fifty five (55) or who have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B; and (B) retirees must accept Medicare Part B coverage if eligible. Connecticut Municipal Employee Retirement System (CMERS);

~~18.4~~ B - For employees hired on or after 7/1/2012 but before 7/1/2016: at retirement will only be eligible for health benefits upon retirement if they have a minimum of twenty-five (25) years of continuous service.

C - Regardless of the date of hire, retirees must accept Medicare Part B coverage if eligible.

18.4 Retiree medical - For benefits eligible employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and prior to the expiration of this Agreement, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. ~~Such~~ The cost of retiree medical benefits for such retirees, and their surviving spouses, shall make be frozen at the dollar amount for employee contributions to coverage provided for herein health benefits on the day they retired. Coverage for surviving spouses shall terminate upon remarriage.

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

18.6 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 18.1 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 Plan Insurance as specified in Section 18.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative cost.

18.7 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 18.1 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 18.1 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 18.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 18.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

18.8 The City shall provide a payment of two thousand (\$2,000) dollars in lieu of health benefits described in Article 18.1 for employees that who waive such coverage, ~~in the amount of five hundred (\$500) dollars per year. Effective July 1, 2009, the payment shall increase to \$1,000 in lieu of health benefits. Effective July 1, 2010, the payment shall increase to \$1,500 in lieu of health benefits. Effective July 1, 2011, the payment shall increase to \$2,000 in lieu of health benefits.~~

18.9 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 payment.

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.

18.10 Premium Cost Share (PCS) contributions - Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement and before the expiration of this Agreement shall, ~~effective July 1, 2005, contribute ten percent (10%), a percentage as described below of the Premium Cost as defined in this Section for the Medical Plan and Prescription Drug Plan. Effective July 1, 2008, such contribution shall increase to twelve percent (12%). Effective July 1, 2009 such contribution shall increase to fifteen percent (15%). Effective July 1, 2010, such contribution shall increase to eighteen percent (18%). Effective July 1, 2011, such contribution shall increase to twenty one percent (21%) and Effective June 30, 2012, such contribution shall increase to twenty five (25%).~~ Benefits. 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 Consolidated Omnibus Budget Reconciliation Act ("COBRA").

~~18.11 (a) Employees hired on or before 6/30/2012 will have their PCS percent capped at twenty-five percent (25%) throughout their employment and into retirement. Any employee who retires prior to June 30, 2012 will have the PCS and co-pays capped at the percent they are currently paying at the time of retirement. This provision (previous sentence) shall sunset at the expiration of the contract effective June 30, 2012.~~

~~18.12 Employees hired after 6/30/2012 (b) Within 21 days of the date when this CBA is ratified, all active members will start at twenty five percent (25%) have their PCS, with a one percent (1%) increase per year up contributions reset to fifty percent (50%), and will be capped at fifty percent (50%). All new hires will 25%. Going forward, members of the Union who were hired on or after July 1, 2012 shall pay a PCS contribution for their health care insurance according to the following schedule:~~

<u>Within 21 days of ratification</u>	<u>25%</u>
<u>July 1, 2022</u>	<u>26%</u>
<u>July 1, 2023</u>	<u>27%</u>
<u>July 1, 2024</u>	<u>28%</u>
<u>PCS contributions shall increase by 1% per year on July 1st of each year, until a cap of 33 1/3 % is reached</u>	

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

18.11 Employees hired on or after 7/1/2012 but before 7/1/2016 will only be eligible for health benefits upon retirement if they have a minimum of twenty-five (25) years of service. (No more fifteen (15) years plus age fifty-five (55)).

18.12 Employees hired on or after July 1, 2016 shall not be eligible for post-employment health benefits.

18.13 a) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amount contributed for health benefits and for ~~child care~~ childcare from the gross income of the employee for tax purposes.

b) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party. Participation in the plan shall be voluntary.

18.14 a) For employees hired prior to July 1, 2016, who meet the eligibility requirements for post-employment health benefits who retire ~~on or after~~ during the expiration term of this contract and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or, if eligible and appropriate due to age, and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the dollar amount of such contributions at retirement, ~~plus an increase in and shall be fixed at such contributions as such increase may exist from time to time~~ dollar amount throughout retirement.

b) If any employee who meets the eligibility requirements for post-employment health benefits, retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for, and if eligible obtain, such Alternative Coverage provided that the Alternative Coverage shall not exceed in premium costs 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 the Alternative Coverage. The retiree and the retiree's spouse shall remain in the City's Plan even if Alternative Coverage is obtained, but the City's Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for Alternative Coverage or the retiree's premium cost and/or contribution would be more than the retiree's payment for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have Alternative Coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contribution.

18.15 Flu Shot – Annual flu shot paid by employer. (Appendix B – Medical Insurance)

ARTICLE 19 – RETIREMENT

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

V. HOLIDAYS AND LEAVES

ARTICLE 20 - HOLIDAYS

- 20.1** The following shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Junteenth (effective 1/1/2022), Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, and any holiday officially proclaimed as such by the President of the United States, Governor of the State of Connecticut, or the Mayor of the City of Bridgeport.
- 20.2** Employees shall not normally be required to work on any of the aforesaid holidays and shall receive their full weekly salary in each week in which such holidays may occur.
- 20.3** If any such holiday falls on a Sunday, the following Monday shall be deemed the holiday. If any such holiday falls on a Saturday, the preceding Friday shall be deemed the holiday.
- 20.4** If any such holiday shall occur during the vacation of any Employee, the Employee shall receive an additional day's vacation in lieu thereof.
- 20.5** Any Employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

ARTICLE 21 - VACATIONS

- 21.1** Only twelve (12) month employees accrue vacation time.
- 21.2** Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation pay for each month of such continuous service, but not to exceed one (1) calendar week in the contract year such services are rendered. In each contract year, any Employee with one (1) or more years of such municipal service, but less than five (5) years of such service, shall receive two (2) weeks vacation with pay. In each contract year any Employee with five (5) or more years of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any Employee with ten (10) or more years of continuous municipal service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Any Employee with twenty (20) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.
- 21.3** ~~21-3~~ A) School Nurses will not be required to work during the Christmas recess when schools are not in session. However, such recess shall not exceed five (5) days, exclusive of Christmas Day and New Year's Day.

B) Current incumbents² in Public Health Nurse positions (Clinic and APRN) will be grandfathered into the benefit specified in A) above. New occupants of these positions – from any source – will not be eligible for this benefit. These incumbents can be ordered in to work during Christmas week or any portion thereof at the discretion of the Health Director and paid at the negotiated 1.5X overtime rate.

~~21.3~~21.4 School Nurses will not be required to work on any day when schools are closed because of weather conditions, except that when schools are closed for energy saving purposes, School Nurses will be required to work.

21.5 Time for vacations shall be granted on the basis of Bargaining Unit Seniority.

21.6 a) Employees covered by this Agreement 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/vacation year.

b) Employees with two (2) weeks vacation may exercise the option of carrying over one (1) week of unused vacation time from one (1) vacation year to the next vacation year, but are not eligible for the option of payout for unused vacation time.

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

d) Employees with four (4) weeks or more weeks vacation, in addition to the carry over option set forth in (b) above, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those weeks worked. An employee eligible for both carry over and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.

e) Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payouts shall be paid to the employee at the end of the vacation year, on or about April 1st, in which the election is made.

² Deirdre Gruber, Kristina Norko-Agapito, Zilka Lebron and Migdalia Muniz

21.7 For the purposes of this Article, vacation may start and end on any day with prior approval of the appropriate department. Such approval shall not be unreasonably withheld.

~~21.8 The School Health Nurses will be able to carry over any remaining vacation days and use them over the life of this contract. Or they may opt to receive a payout of such vacation time at fifty percent (50%) buy-out rate. School Health Nurses must let the Board of Education /City of Bridgeport know which option they choose by 8/31/2009. If they choose the buy-out option, they will receive payment of such by 10/2/2009.~~

ARTICLE 22 - LEAVE PROVISIONS

22-1 Sick Leave.

a) "Effective July 1, 1995, Employees hired prior to July 1, 1995 shall earn fifteen (15) sick days per year. Sick days shall be earned at one and a quarter (1.25) days per month. Those Employees hired after July 1, 1995, shall earn ten (10) sick days per year to be allotted in the following manner: five (5) on July 1st and five (5) on January 1st of each year. Employees hired prior to those days shall receive a projected prorated share of full month's service between hire date and July 1st or January 1st, whichever comes sooner.

b) Effective July 1, 1992, unused sick leave may be accumulated up to a maximum of two hundred and fifteen (215) days.

c) Any Employee absent from duty because of an illness or injury covered by the City of Bridgeport Workers' Compensation shall not be considered on sick leave.

d) A medical certificate acceptable to the appointing authority is required:

i) For frequent or habitual absence from duty or when, in the opinion of the appointing authority, there is reasonable cause for requiring such a certificate

(ii) For a period of absence consisting of more than five (5) working days.

e) Upon retirement, Employees shall receive a pay out equal to fifty (50%) percent of accumulated days to a maximum of two hundred and fifteen (215) days. All sick time accumulated as of June 30, 1992, shall be paid upon retirement at eighty-five (85%) percent of the maximum accumulation of one hundred and eighty-five (185) days at the value of the Employee's hourly and daily rate on that date unless used prior to retirement.

Upon the death of an Employee who has twenty (20) or more years of service, the amount of sick leave time shall be payable, as computed above, to his/her

beneficiary, as designated by the Employee under the terms of the Connecticut Municipal Employees Retirement Fund.

f) Any nurse who is absent without authorized leave or without calling in as required under the current practice for five (5) days or longer, will be considered resigned from employment with the City of Bridgeport.

22.2 Leave Provisions - A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one (1) year, except as otherwise defined in this contract. No leave without pay shall be granted except upon written request of the employee and a declaration by that employee that he/she will serve the City for at least one (1) year after his/her return from such leave.

Whenever granted, such leave shall be approved in writing and signed by the department head and the Director of Labor Relations. Should the nature of the position require a permanent replacement, upon granting of the leave, the employee shall be notified of that. Upon returning from the leave the employee shall be placed in a substantially equivalent position in which he/she has demonstrated that he/she can perform effectively while in City service.

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

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

22.3 (a) **Maternity Leave** - Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present condition, the expected date of child birth, the nature of the medical disability, the limitations to which the disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.

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

Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.

b) Parental leave, shall, upon written request to the department head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Section 22.3a. During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this Agreement at their own expenses, and (b) accrue seniority for all benefits thereto provided by this Agreement.

22.4 Military Leave - Leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof shall be granted in accordance with the applicable law.

22.5 Education Leave - Employees with (2) or more years of continuous municipal service may request, in writing, from the department head and civil service, an unpaid educational leave for a period of time not to exceed one (1) year in duration. Such leave shall not be unreasonably denied provided, however, that the proper and efficient operation of the department shall be good cause for denial. During this leave period, if granted, and if requested in writing by the employee, the employee shall be allowed to continue to participate in City sponsored healthcare insurance programs as provided by this agreement at their own expense. Failure to pay any required premiums within 30 days of the payment due date shall result in cancellation of insurance coverage.

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

Each Employee shall, upon request, be granted leave with pay of one (1) day upon the death of an aunt, uncle, niece, nephew, son-in-law, daughter-in-law, sister-in-law or brother-in-law

22.7 Personal Days - Employees covered by this Agreement shall be granted four (4) personal leave days, with pay, for personal business. A request for personal leave for which an Employee is eligible in conformity with the foregoing shall not be unreasonably denied, provided however, that the

proper and efficient operation of the department shall be good cause for denial. Such request must be made twenty-four (24) hours prior to the requested day(s) off except in an emergency.

Personal days which are unused will be credited to the Employee's sick leave account.

- 22.8** Family Medical Leave - As provided by the 1993 Family and Medical Leave Act (FMLA), and pursuant to the City's FMLA Policy, all eligible City of Bridgeport employees shall be entitled to time off in accordance with the applicable law.
- 22.9** Jury Duty Leave - Nurses shall be granted time off for jury duty.
- 22.10** Return from a Leave - An Employee returning to work from an approved leave, of one (1) year or less, or as otherwise allowed for within this contract, shall be reinstated to the same position held prior to the commencement of the leave, or to a position of like status and pay, provided such Employee has complied with the requirements of the hereinbefore leave provisions.

ARTICLE 23 - WORKERS' COMPENSATION SUPPLEMENT

- 23.1** In the event that an Employee is required to be absent from work due to a job-related accident and, as a result thereof, has been determined to be entitled to compensatory Workers' Compensation payments pursuant to the state statute, such Employee shall be paid the difference between seventy-five (75%) percent of that Employee's regular straight-time weekly earnings and the amount of the weekly Workers' Compensation pay for each of the fourth (4th) to thirteenth (13th) weeks during which the Employee is thus required to be absent from work.
- 23.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Workers' Compensation statute shall not reduce the sick leave allowance of the Employee which has been accumulated pursuant to Article 22 of this Agreement.
- 23.3** Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation Managed Care Plan, as may be modified from time to time.
- As provided in Section 22.2 of Article 22, the maximum length of disability, for an accepted work related injury, shall not exceed twelve (12) months. The Director of Labor Relations may extend this period when there are extenuating circumstances and the anticipated return date is within a specified time not to exceed an additional sixty (60) days.
- 23.4** Modified Duty - If an Employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the Employee return to a modified duty position. Such work shall be within the

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

VI. MISCELLANEOUS

ARTICLE 24 - NO DISCRIMINATION

- 24.1** Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, union membership, sexual orientation or disabilities.
- 24.2** Nothing in this agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act.

ARTICLE 25 - CONDITIONS OF EMPLOYMENT

- 25.1** Appointment of Position
 - a)** Confirmation of appointment, job description and salary shall be in writing and given to each Employee by the appointing authority.
 - b)** Personnel policies in effect shall be in writing and a copy available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources, and a copy given to the Union Delegates.
- 25.2** A copy of the contract shall be available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources Department, Supervisors and the Union Office.
- 25.3** Time for participation in educational institutes, workshops and meetings which will improve the individual's on-the-job performance shall be granted on a rotating basis, subject to the necessity for efficient operation of the respective department.
- 25.4** Educational seminars for all nurses are at the discretion of the appropriate department head.
- 25.5** The City agrees to provide a total of eight thousand (\$8,000) (\$7,500 Public Health Nurses and School Health Nurses, \$500 Nurse Practitioners) dollars

per year for the purpose of conducting in-service training for nurses and attending out of town conferences. ~~A quarterly~~ An accounting of these funds will be provided to the Union upon request. A Management-Union Committee will be established to monitor the usage of these monies. The Management-Union Committee for nurses will consist of four (4) members-~~each~~, two (2) appointed by the Union and two (2) appointed by ~~Management~~ for each department the City's Director of Health. At the end of each fiscal year, all unexpended funds will be returned to the City's general fund.

- 25.6** A Management-Union Committee will be established to meet regularly to discuss staffing issues and concerns related to necessary and adequate equipment, materials and training to all employees.
- 25.7** Labor Management Committee - The parties agree to meet and discuss issues of concern and importance to each. Such meetings will occur every quarter (or more often as agreed) and either party may submit items for discussion. The Employer and the Union shall each designate their own committee members, and the committee membership may vary from month to month based on the agenda items or for other reasons but will be capped at 5 bargaining unit members (1 from the clinic and 4 from the schools) if on work time.
- 25.8** For the purposes of resignation and rehiring:
- a)** A four (4) week written notice of resignation shall be given by any nurse wishing to resign. The Union shall be notified of any resignation of any bargaining unit member at the time of such resignation. A copy of the resignation letter shall be provided to the Union at the time that it is received by the City.
 - b)** Any nurse who resigns in good standing may, within six (6) months, request that the resignation be withdrawn and request reinstatement with Adjusted Seniority. For the purposes of validating a rescinded resignation, the letter rescinding the resignation must be notarized with the time and date of the request to rescind the resignation.
 - c)** If any employee withdraws their resignation within six (6) months, as provided for in this article, the City will forward a copy of the letter to rescind the resignation, and the request for reinstatement to the Union. The City shall, at the time it receives the request to rescind the resignation, provide to the Union and the employee a written response stating if a position is open, funded and available to be filled. The employee must be willing to immediately accept any such open position in order to secure Adjusted Seniority. The City shall state the date such employee is placed in any such open position. The City has no obligation to rehire if the position is not open and funded.
 - d)** If no position is available at the time the employee rescinds their resignation, they may be placed on a rehire list for not more than six (6)

months, making a total of not more than twelve (12) months from resignation to rehire with Adjusted Seniority.

- e) Adjusted Seniority shall be defined as Bargaining Unit Seniority less any break in service up to twelve (12) months, provided the employee has properly rescinded their resignation in compliance with the requirements of this Article. Employees who resign and have a break in service of more than twelve (12) months shall not be granted Adjusted Seniority as provided for in this article. Adjusted Seniority shall only apply in cases of resignation, that has been rescinded within six (6) months.
- f) The City may rehire former employees that do not qualify under the above language as newly hired. For the purposes of lay-off, recall, and bidding these employees shall be considered as new hires with a new seniority date.

25.9 The City will provide indemnification and malpractice coverage, including claims and representation, to employees in accordance with statutory requirements.

In addition, such coverage shall include, but not be limited to, claims and representation dealing with HIV testing, transmissions, infection, and/or counseling, allegations of abuse or assault, and any other claims arising out of employment.

ARTICLE 26 - NURSES PERFORMING SUPERVISORY DUTIES- SPECIAL PROVISIONS

~~It is understood and agreed that~~ Employees holding the classification Public Health NursesNurse and School Health NursesNurse will not be required to perform supervisory duties.

ARTICLE 27 - MISCELLANEOUS

The City agrees to meet and consult with the Union before administering changes in the Department policies. Such consultations have the sole purpose of allowing input from the Union. In no way, however, is such input by the Union to be construed as in any way binding upon the City.

ARTICLE 28 - TERM AND SCOPE OF AGREEMENT

This Agreement shall be effective July 1, ~~2012~~2019 and shall remain in effect through June 30, ~~2019~~2025 and shall be automatically renewed for successive twelve (12) month period, unless either party notifies the other in writing no more than one hundred fifty (150) days prior to the expiration of this Agreement. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee for the purpose of discussing such termination, amendment or modification.

IN WITNESS WHEREOF, the Union and the City of Bridgeport have executed this Agreement this _____ day _____, ~~2018~~2021.

FOR THE CITY

FOR THE UNION

Joseph P. Ganim Date
Mayor

~~David W. Piekus, President~~ Barbara
Resnick Date
~~NEHCEU, District 1199-~~
SEIU Connecticut Association of Labor
Unions

~~Janene Hawkins~~ Eric Amado
Date
Director of Labor Relations

EXHIBIT A - CHECK OFF AUTHORIZATION FOR DUES

~~New England Health Care Employees Union, District 1199
77 Huyshope Avenue, Hartford, CT 06106
1201 Elmwood Avenue, Providence, RI 02907~~

~~Application for Union Membership or Acknowledgement of Obligation
To Pay Dues or Appropriate Agency Fees to the Union
(Private Sector)~~

~~If your collective bargaining contract contains a union shop provision, you must pay dues or appropriate agency fees to the union in order to work in the bargaining unit. You do not have to apply for union membership in order to work in the bargainin unit. Payment of regular union dues or appropriate agency fees will satisfy your obligation under the contract. However, only union members can run for any union office or vote on contract demands, negotiating committees, contract settlements, strike calls, union representatives, Delegates or dues schedules.~~

~~Please fill in the following information and then check one of the boxes below:~~

~~Name _____ Sec. # _____
Address _____ Apt # _____
City _____ State _____ Zip Code _____
Phone # _____
Agency/Facility _____ Shift _____
Work site/Dept _____ Job Title _____
Date Hired _____ Wage Per Hour _____ Hours per Week _____~~

1. I wish to become a Union member.

~~I hereby accept membership in the New England Health Care Employees Union, District 1199, and designate District 1199 to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to~~

~~abide by the By Laws of the New England Health Care Employees Union, District 1199.~~

Signed _____ Date _____

2. ~~_____ I choose not to become a union member but will pay regular union dues:~~

Signed _____ Date _____

3. ~~_____ Choose not to become a union member but will pay appropriate agency fees.~~

~~The union will notify you, in writing, of the amount of the appropriate agency fees, as well as your right to contest the amount of the agency fees calculated by the Union.~~

Signed _____ Date _____

CHECK OFF AUTHORIZATION FOR DUES

(This Dues Check-Off Authorization is for Employees who checked
Boxes 1 or 2 on this card)

You are permitted to pay by means other than check-off authorization but, if you do not utilize the check-off procedure, you must make alternative arrangements to pay dues or appropriate agency fees to the Union.

TO _____
(Employer's Name)

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by the New England Health Care Employees Union, District 1199 as a condition of membership and, in addition thereto, to deduct each month my monthly membership dues from my wages or salary and to remit all such deductions so made to the New England Health Care Employees Union, District 1199 no later the tenth of each month immediately following the date of deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the New England Health Care Employees Union, District 1199 at least fifteen (15) days prior to any termination date of the revocation of this authorization.

Name _____ Soc. Sec. # _____

Address _____ Apt # _____

City _____ State _____ Zip Code _____

Agency/Facility _____ Shift _____

Work Site/Dept _____ Job Title _____

Signed _____ Date _____

CHECK OFF AUTHORIZATION FOR AGENCY FEES

(For Employees who checked Box 3 on the front of this card)

You are permitted to pay by means other than check-off authorization, but if you do not utilize the check-off procedure you must make alternative arrangements to pay appropriate agency fees to the union.

TO _____

(Employer's Name)

You are hereby authorized and directed to deduct agency fees from my wages or salary as required by the New England Health care Employees

Union, District 1199 and to remit all such deductions so made to the

New England Health Care Employees Union, District 1199 no later than the tenth of each month immediately following the date of deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the New England Health Care Employees Union, District 1199 at least fifteen (15) days prior to any termination of the revocation of this authorization.

Name _____ Soc. Sec. # _____

Address _____ Apt # _____

City _____ State _____ Zip Code _____

Agency/Facility _____ Shift _____

Signed _____ Date _____

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Connecticut Health Care District 1199

Political Action Committee

77 Huyshope Avenue

Hartford, CT 06106

Exhibit B VOLUNTARY PAYROLL DEDUCTION FOR POLITICAL ACTION

CHECK ONE: _____ CHECK ONE: _____

- Initial Authorization _____ State Employee Deduction per pay period
 Change of Deduction Amount Private Sector Deduction monthly
 Cancellation of Authorization _____

DEDUCTION: \$15 \$10 \$5 \$2 \$1 Other \$ _____

I hereby authorize the deduction of the above amount from my paycheck for the sole purpose of payment to the Connecticut Health Care District 1199 Political Action Committee. I understand that the amount deducted shall be allocated to state and local political activities as authorized by the Executive Board of the New England Health Care Employees Union, District 1199.

Name _____ Soc. Sec. # _____

Address _____ Apt # _____

City _____ State _____ Zip Code _____

Phone: _____

Facility _____ Employee # _____

Signature _____

APPENDIX A – Wage Plan July 1, ~~2012~~2019

Public Health Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Increase
7/1/2018	\$ 62,834	\$ 64,982	\$ 66,413	\$ 67,875	\$ 69,203	
7/1/2019	\$ 64,091	\$ 66,282	\$ 67,741	\$ 69,233	\$ 70,587	2.0%
7/1/2020	\$ 65,372	\$ 67,607	\$ 69,096	\$ 70,617	\$ 71,999	2.0%
7/1/2021	\$ 66,680	\$ 68,959	\$ 70,478	\$ 72,029	\$ 73,439	2.0%
7/1/2022	\$ 68,014	\$ 70,339	\$ 71,888	\$ 73,470	\$ 74,908	2.0%
7/1/2023	\$ 69,374	\$ 71,745	\$ 73,325	\$ 74,939	\$ 76,406	2.0%
7/1/2024	\$ 70,761	\$ 73,180	\$ 74,792	\$ 76,438	\$ 77,934	2.0%

School Health Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	
7/1/2018	\$ 57,485	\$ 59,450	\$ 60,759	\$ 62,097	\$ 63,312	
7/1/2019	\$ 58,635	\$ 60,639	\$ 61,974	\$ 63,339	\$ 64,578	2.0%
7/1/2020	\$ 59,807	\$ 61,852	\$ 63,214	\$ 64,606	\$ 65,870	2.0%
7/1/2021	\$ 61,004	\$ 63,089	\$ 64,478	\$ 65,898	\$ 67,187	2.0%
7/1/2022	\$ 62,224	\$ 64,351	\$ 65,767	\$ 67,216	\$ 68,531	2.0%
7/1/2023	\$ 63,468	\$ 65,638	\$ 67,083	\$ 68,560	\$ 69,902	2.0%
7/1/2024	\$ 64,737	\$ 66,950	\$ 68,425	\$ 69,931	\$ 71,300	2.0%

Nurse Practitioner

	Step 1	Step 2	Step 3	Step 4	Step 5	
7/1/2018	\$ 91,081	\$ 95,930	\$ 98,065	\$ 100,003	\$ 101,988	
7/1/2019	\$ 92,903	\$ 97,849	\$ 100,026	\$ 102,003	\$ 104,028	2.0%
7/1/2020	\$ 94,761	\$ 99,806	\$ 102,027	\$ 104,043	\$ 106,108	2.0%
7/1/2021	\$ 96,656	\$ 101,802	\$ 104,067	\$ 106,124	\$ 108,230	2.0%
7/1/2022	\$ 98,589	\$ 103,838	\$ 106,149	\$ 108,246	\$ 110,395	2.0%
7/1/2023	\$ 100,561	\$ 105,914	\$ 108,272	\$ 110,411	\$ 112,603	2.0%
7/1/2024	\$ 102,572	\$ 108,033	\$ 110,437	\$ 112,620	\$ 114,855	2.0%

APPENDIX D — LONGEVITY

~~Effective July 1, 2005, each employee who has or will have five (5) or more years of continuous municipal service, of said contract year, shall receive an annual payment calculated by multiplying the sum of seventy (\$70) dollars by the number of years of such completed service.~~

~~Such payment shall not exceed eighteen hundred dollars (\$1,800) per annum.~~

Side Letter of Agreement #1
Regarding Seniority & Bidding
Between the City of Bridgeport and District 1199

The parties have agreed that for the purposes of bidding for assignments and vacancies only, seniority shall be defined as the length of continuous employment in an 1199 bargaining unit position in the City of Bridgeport covered under this collective bargaining agreement (i.e. ~~Public Health Nurse or Nurse Practitioner~~).

This clarification shall not be construed as to increase or decrease any current or future employee' benefits, bidding rights, or working conditions but shall mean that any employee hired into the bargaining unit after the date of ratification shall have their bidding seniority defined differently than their bargaining unit seniority.

~~FOR THE UNION~~ _____ ~~FOR THE CITY~~

Name _____ Name _____

~~Side Letter of Agreement #2
Regarding Malpractice Coverage
Between the City of Bridgeport and District 1199~~

~~In accordance with the tentative agreement reached through contract negotiations, the parties have agreed that the City will provide Indemnification and Malpractice coverage, including claims and representation, to Employees in accordance with statutory requirements and will maintain the current level of coverage.~~

~~In addition, such coverage shall include, but not be limited to, claims and representation dealing with HIV testing, transmissions, infection, and/or counseling, allegations of abuse or assault, and any other claims arising out of employment that may not specifically be covered by the City's current malpractice insurance policy.~~

~~This side letter is for clarification purposes and should be attached to the finalized collective bargaining agreement, subject to ratification by the Union membership.~~

~~FOR THE UNION _____ FOR THE CITY~~

~~_____
Name _____ Name~~

~~Side Letter of Agreement #3~~

~~Regarding Retiree Benefits, Retroactive Pay, & Miscellaneous Agreements
Between the City of Bridgeport and District 1199~~

~~The parties have agreed to the following in regards to Retiree benefits, transition terms between contracts, and retroactive pay issues.~~

- ~~1. Current employees who wish to retire and may have been delaying their retirement until a full contract settlement was reached will suffer no loss due to the delay. Any current employee who gives an intent to retire between 7/1/2012 and 5/1/2016 will be eligible to have their benefits processed under the terms and definition of section 18.3 of the previous contract language. Such employee will meet the "retiree definition" under section 18.3 and will therefore be eligible for the retiree benefits that were in effect under the collective bargaining agreement that expired on June 30, 2012.~~

- ~~2. Current employees who wish to retire prior to the City issuing the retroactive pay raises may do so and will receive the retroactive pay, in full, at the same time checks are issued to employees.~~

- ~~3. Any employee who separates employment with the City for any reason between 7/1/2012 and the date the retroactive pay raises are issued will receive their full retroactive pay at the same time checks are issued to employees.~~

~~FOR THE UNION _____ FOR THE CITY~~

~~_____
Name _____ Name~~

AGREEMENT

BETWEEN

THE CITY OF BRIDGEPORT

and

CONNECTICUT ASSOCIATION OF LABOR UNIONS (CALU)

July 1, 2019 to June 30, 2025

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I. THE UNION AND UNION SECURITY

PREAMBLE

The following agreement entered into by and between the City of Bridgeport (hereinafter called the "Employer"), and the Connecticut Association of Labor Unions (CALU)/Bridgport Nurses with its offices at 781 Boston Post Road, Suite 586, Madison, Connecticut, (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of said Employer, as hereinafter defined, now employed and collectively designated as the "Employees".

It is the intent and purpose of the parties hereto that this Agreement to set forth herein their agreement covering rates of pay, and terms and conditions of employment.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the collective bargaining representative for employees in the classifications of School Health Nurse, Public Health Nurse and Nurse Practitioner as certified by the Connecticut State Board of Labor Relations Decision No. 5138 [ME-34058]
- 1.2 The Union 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 and contract administration.

ARTICLE 2 - DEFINITIONS

- 2.1 Public Health Nurse A Bridgeport Public Health Nurse is a Registered Professional Nurse who, under the direction of the Director of Public Health, appraises individual and family health needs and hazards - existing or potential; provides health counseling (including emotional support) to individuals, families and groups in clinics, schools, other organized settings, in the home, consults with and refers families to appropriate personnel within the City Health Department, school system or community services; carries out nursing duties contributing to diagnosis, treatment and rehabilitation; gives, arranges, teaches or supervises nursing for sick and injured; works with other health or health-related personnel as a member of a multi-disciplinary team geared to the solution of health and medical problems; prepares reports of clinic and other activities, incidents and patient health status; understands and complies with confidentiality of patient records; assists in ensuring compliance with health laws and regulations.
- 2.2 School Health Nurse A Bridgeport School Health Nurse is a Registered Professional Nurse who, under the direction of the Director of Public Health, reporting to the Superintendent of Schools or his/her designee appraises

individual and family health needs and hazards - existing or potential; provides health counseling (including emotional support) to individuals, families, schools, other organized settings, consults with and refers families to appropriate personnel within the City Health Department, school system or community services; carries out nursing duties contributing to diagnosis, treatment and rehabilitation; gives, arranges, teaches or supervises nursing for sick and injured; works with other health or health-related personnel as a member of a multi-disciplinary team geared to the solution of health and medical problems; prepares reports and other activities, incidents and patient health status; understands and complies with confidentiality of patient records; assists in ensuring compliance with health laws and regulations.

- 2.3 Nurse Practitioner, as a primary care provider, assesses the health status of patients to detect the presence of health problems. Manages health problems of patients in accordance with physician approved standing orders which include suitable referrals, therapeutic procedures and the administration of medication or immunization. The Practitioner supervises clinic aides and outreach workers and performs related work.
- 2.4 The generic term Nurse(s), when used in this Agreement refers to Public Health Nurses, School Health Nurses and Nurse Practitioners.

ARTICLE 3 - UNION SECURITY

- 3.1 Employees of the Employer covered by this agreement who are members of the Union in good standing on the effective (execution) date of this Agreement may remain members in good standing of the Union during the term of this Agreement. All employees covered by this Agreement who are not members of the Union on the effective date of this Agreement may on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union. All employees covered by this Agreement and hired on or after its effective (execution) date may, on the 31st day following the beginning of such employment become and remain members in good standing in the Union. All members in good standing shall pay to the Union such dues as designated by the Union. All such dues, and fees, shall be automatically payroll deducted and remitted to the Union.
- 3.2 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article.

ARTICLE 4 - CHECK OFF

- 4.1 Employer shall, pursuant to written employee authorization, deduct from the wages due said Employee each week, starting not earlier than the first

pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.

- 4.2 Employees who do not sign written authorizations for deductions may adhere to the same payment procedure by making payments directly to the Union.
- 4.3 The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding (a), (b), (c), or (d) above, upon the return of an Employee to work from any of the foregoing absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employees of the obligation to make the required dues and initiation payment pursuant to the Union By-Laws in order to remain in good standing.

- 4.4 The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues week involved, shall have failed to receive sufficient wages to equal the dues deductions.
- 4.5 Each month the Employer shall remit to the Union all deductions, dues and initiation fees made from the wages of Employees for the preceding week, together with a list of all Employees from whom dues and/or initiation fees have been deducted. Said list shall include the Employment number.
- 4.6 The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, employment number, classifications of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leaves of absence.
- 4.7 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 4.8 It is also agreed that neither any Employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may

be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.

- 4.9 Upon the receipt of a written authorization from an Employee, in a form provided by the union, the Employer shall, deduct from the wages due said Employee each pay period, the sum specified by the Union and remit same to the Connecticut Association of Labor Unions, (CALU), 781 Boston Post Road, Suite 586, Madison CT 06443. An Employee may revoke such authorization by written request to the Employer. The Union agrees to indemnify Employer's compliance with this provision.

ARTICLE 5 - UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

- 5.1 No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in the Grievance Procedure.
- 5.2 The staff representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, Board members of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union staff representative finds it necessary to enter a department of the Employee for this purpose, he/she shall first advise the Administrator or the head of the department or his/her designee by E-mail.
- 5.3 A Union Board member intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Employer. Such visits shall only be denied by the Employer because of operation requirements but in no event later than the start of the next regular shift.
- 5.4 The Employer shall provide space on existing Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. The Union agrees that the notices and material posted shall not contain derogatory comments or attacks against the City, its departments, agencies or officials.
- 5.5 The work schedules of Employees elected as Union Board Members shall be adjusted to permit attendance at regular Union assembly meetings provided Employer operations shall not be impaired.

ARTICLE 6 - PROBATIONARY/PROMOTIONAL EMPLOYEES

- 6.1 Newly hired Employees shall be considered probationary for a period of three (3) months from the date of employment. The probationary period may be extended for an additional three (3) month period with the approval of the Union and the Employer. The Union shall not unreasonably deny such extension.

- 6.2** During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The end of the probationary period shall be upon completion of his/her shift on their last probationary day.
- 6.3** Employees promoted to probationary, provisional or acting position shall have the right to return to the bargaining unit with adjusted Bargaining Unit Seniority, within one year of the acceptance of said position. Adjusted Seniority shall mean seniority minus the length of time out of the Bargaining Unit. The one (1) year period shall not be extended.

ARTICLE 7 - SENIORITY

- 7.1** Definition Seniority is defined as the length of continuous municipal service except for bidding, lay-off and recall purposes under this Agreement. For bidding, lay-off and recall purposes, Bargaining Unit Seniority shall apply. School Nurses and Public Health Nurses have no rights to cross over between the City of Bridgeport and the Board of Education except for layoff and recall. "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employed in a CALU bargaining unit position within the City of Bridgeport covered by this collective bargaining agreement with the employer as stated in 7.9 below.
- 7.2** Accrual An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
- 7.3** Bargaining unit seniority shall accrue during an approved leave as identified in Article 22 provided that the employee returns to work immediately following the expiration of such leave.
- 7.4** Seniority as defined herein shall be applied to all requests for transfers where vacancies occur.
- 7.5** When a vacancy occurs or a new position is created that the City intends to fill on a permanent basis, the following procedure shall apply:
- a)** The vacancies or positions will be posted for a period of five (5) days, excluding weekends and holidays.
 - b)** The posting will identify the position, title, job description, salary, work location, and schedule.
 - c)** The position will be awarded, after bidding on the basis of Bargaining Unit Seniority and qualifications based on licensure.
 - d)** The City will not fill such vacancies in an arbitrary and capricious manner.

- e) Should no current Employee possess the necessary qualifications, the City may seek an outside hire. The City shall date and time all applications and the new hire shall accrue seniority as stated in 7.2.
 - f) The City may fill such vacancy temporarily if an emergency exists. However, the definition of the emergency and the filling of such a vacancy must be discussed with the Union. The discussion shall include the length of the temporary need and any other particulars about the vacancy.
 - g) Employees must apply within the posting period to be considered under Section 7.5 above.
- 7.6 The following shall apply to all School Health Nursing assignments:
- a) Every three (3) years School Health Nurse shall bid on assignments. The bidding procedure will begin in June. The effective date of any change shall start two (2) weeks prior to school opening. Bidding commenced in 1986 and will continue every three (3) years thereafter.
 - b) Assignments shall be filled based on Bargaining Unit Seniority. Everything being relatively equal, Bargaining Unit Seniority shall prevail.
 - c) Bidding: For the purposes of bidding, School Health Nurse will bid every three (3) years based on Bargaining Unit Seniority.
- 7.7 Should a vacancy in an assignment occur during the year the following shall apply:
- a) The position may be filled on a temporary basis until two (2) weeks before the start of school.
 - b) On June 1, of non-bidding years, open positions/assignments shall be posted and assignments shall be awarded as written in Section 7.5.
 - c) The new hire will go to the former assignment of the School nurse who is awarded the vacant position.
- 7.8 If a School nurse's assignment is eliminated and another assignment is available, that School nurse shall fill it temporarily until the end of the school year, then 7.5, 7.6 or 7.7 shall apply. If no assignment is available, the employer shall comply with Article 8, Layoff and Recall.
- 7.9 The parties have agreed that for the purposes of **bidding for assignments and vacancies only**, seniority shall be defined as the length of continuous employment in a CALU bargaining unit position in the City of Bridgeport covered under this collective bargaining agreement (i.e. Public Health Nurse or Nurse Practitioner). This clarification shall not be construed as to increase or decrease any current or future employee' benefits, bidding rights, or working conditions but shall mean that any employee hired into the bargaining unit after the date of ratification shall have their bidding seniority defined differently than their bargaining unit seniority

ARTICLE 8 - LAYOFF AND RECALL

- 8.1 In the event the Employer makes a reduction of hours or lays off bargaining unit members the Employer shall notify the Union four (4) weeks in advance of the reduction or lay-off. The Employer shall give each Nurse affected a four-week written notice of such reduction or lay-off or pay in lieu thereof. The Union may request a meeting to avoid or mitigate said reductions or lay-off.
- 8.2 Seniority shall mean length of continuous employment with the CALU Bargaining Unit. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 8.3 In the event that the Employer makes a reduction in the number of Employees covered by this Agreement, Employees with the least seniority will be laid off first, provided that the more senior Employees have the present ability to perform the work required. For the purpose of determining the order of layoff and recall only, all registered nurses in the unit will be treated as one seniority group. Seniority shall mean length of continuous employment with the Employer. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

II. MANAGEMENT AND THE WORK PLACE

ARTICLE 9 - MANAGEMENT RIGHTS

- 9.1** Except as expressly modified or restricted by the specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights to recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel; determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position and of the department; acquire and maintain essential equipment and facilities required to conduct the City's business of providing City services; exercise complete control over its organization and the technology of performing its work; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such a right, prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with express provisions of this agreement. The City shall not exercise its management rights in violation of this obligation under MERA (The Connecticut Municipal Employee Relations Act. C.G.S. #7-467, et seq).

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

ARTICLE 10 - HOURS OF WORK

- 10.1** The normal hours of work for the Public Health Nurses and School Health Nurse will be as follows: 8:00 AM to 3:30 PM - Monday through Friday.
The normal hours for the Clinics will be as follows: 8:00 AM to 3:30 PM - Monday through Friday.
Nurses will have a one-half (1/2) hour lunch period, not to be used for travel nor any other work duties.
- 10.2** The overtime rate for all Employees covered by this Agreement will be time and one-half the regular hourly rate for all hours worked in excess of the normal working hours.

- 10.3 School Health Nurses will switch to the education calendar (186 days), they will move to this work schedule at the end of the 2009 school year (June 24).

ARTICLE 11 - NEGOTIATIONS AND CONFERENCES

- 11.1 The City agrees that the members of the Union's Negotiating Committee engaged during normal work day negotiations or special conferences on behalf of the Union with the City during the term of this Agreement, shall be entitled to release time, within reason, without loss of salary. The Union also agrees to meet for purposes of negotiation on off-duty time at least to the same extent as the released time.
- 11.2 Not more than five (5) nurses, 1 from clinic, 4 school nurses, representing the Union shall be released at the same time.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.1 A grievance shall be defined as a dispute which may arise over the interpretation, application or meaning of this Agreement, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. The aggrieved Employee, who shall be represented by a representative of the Union, shall present the facts to his/her immediate supervisor within ten (10) working days of the date on which the grievance or dispute arose or within ten (10) days of the time the Employee knew of the grievance or dispute. The immediate supervisor shall render his/her decision to the Employee and the Union representative within five (5) working days from the date the grievance was presented.

Step 2. If the grievance is not resolved in Step One, the Union representative shall reduce the grievance to writing within five (5) working days and present it to the department head. It shall include:

- a. A statement of the grievance and the facts involved.
- b. The remedy requested.

The department head shall arrange a meeting, with all the parties concerned present, to review the facts. The department head shall notify the Employee and the Union representative of his/her decision, in writing, within five (5) working days from the date the grievance was submitted to him/her.

Step 3. If a grievance is not resolved at Step Two, the Union representative shall present it to the Office of Labor Relations within five (5) working days after the decision of the department head is received. If requested by the Union, the Office of Labor Relations shall meet with interested parties no later than five (5) working days after the receipt of the grievance and in any

case shall render his/her decision in writing within ten (10) days of receipt of the grievance.

Step 4. If the Union is not satisfied with the decision rendered in Step Three, it shall notify, in writing, the Office of Labor Relations within fifteen (15) working days after receipt of the decision that it intends to submit the grievance to arbitration; and shall simultaneously file notice of appeal with the American Arbitration Association which shall act on such request in accordance with its rules and procedures. Said arbitration panel shall be limited to the expressed terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of this contract.

Any such grievance shall be submitted first to the Union President. If not satisfactorily resolved within two (2) weeks of its submission, the City may submit the grievance to the American Arbitration Association.

The decision rendered by the American Arbitration Association, regardless of the initiating party, shall be final and binding on the parties. It is mutually understood and agreed that no probationary Employee at the entrance level shall have access to the grievance procedure where the issue is one of his/her discipline or discharge, and no probationary Employee in any promotional classification shall have access to the grievance procedure where the issue is one of his/her demotion.

A grievance initiated by the employer shall be processed in the same manner as above but may be initiated at Step 2 by submitting the grievance to the Union Representative.

- 12.2 Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
- 12.3 A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union Representative.

ARTICLE 13 – DISCIPLINARY ACTION

- 13.1 The City shall have the right to maintain discipline and efficiency and shall have the right to discharge, suspend, or discipline an Employee for just cause.
- 13.2 The City will notify the Union in writing of any discharge or suspension by mailing notice of discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. Said notice shall be sent to the Union Office by First Class Mail or e-mail with a copy to the Union president(s), and notice shall be considered given on the date mailed. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the

City within ten (10) working days from the date of receipt of notice of suspension or discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, however, commencing at Step 3 of the grievance machinery.

13.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays, and Holidays.

13.4 (a) In the case of an employee who has received a verbal warning and where a period of one (1) year has elapsed without the employee's having received any further discipline, or in the case of an employee who has received a written warning and where a period of eighteen (18) months has elapsed without the employee's having received any further discipline, the City shall, upon request, remove the aforesaid warning from the employee's file.

(b) Nothing which might result in disciplinary action shall be placed in an employee's file without the employee's knowledge. Employees shall have the right to review and grieve any material if it is placed in their personnel file. No uninvestigated note, memo or complaint which might result in disciplinary action shall be permitted in the personnel files of bargaining unit members

ARTICLE 14 - DRUG TESTING

14.1 The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General Statutes, Section 31-51t through 31-51bb, inclusive excluding Section 31-51v. The drug and alcohol testing policy for those Employees required to have a CDL shall be incorporated by reference. The City shall provide the Union with thirty (30) days notice prior to implementing drug and alcohol testing.

III. MONATARY PAYMENTS

ARTICLE 15 - SALARIES

- 15.1 Negotiated wage increases summarized below and calculated wage tables are attached as Appendixes A.

Effective Date	Increase	Retroactivity
7/1/2019	2.0%	None
7/1/2020	2.0%	Retro to 7/1/2020
7/1/2021	2.0%	Retro to 7/1/2021
7/1/2022	2.0%	N/A
7/1/2023	2.0%	N/A
7/1/2024	2.0%	N/A

All increases are across the board and on all steps; retroactive wage increases for 7/1/2020 and 7/1/2021, to be made as a lump sum payment upon ratification of contract.

- 15.2 Compensation of three hundred and fifty (\$350) dollars annually shall be granted to a Public Health Nurse and School Health Nurse having sixty (60) or more credits towards a BS Degree in nursing, public health or a directly related nursing field from an accredited school. This benefit shall not be available to employees hired after the ratification date of this 2019-2025 CBA.
- 15.3 a) Compensation of five hundred (\$500) dollars annually over and above the annual salary shall be granted to nurses having a BS Degree in nursing, public health or a directly related nursing field from an accredited school.
- b) Compensation of six hundred (\$600) dollars annually shall be granted to nurses having a Master's Degree in nursing, public health or directly related nursing field from an accredited school. These sums are payable in a lump sum to those eligible on or about October 1, of each year.
- c) The benefit specified in a) and b) above shall not be available to employees hired after the ratification date of this 2019-2025 CBA.
- 15.4 School Nurses who bid to work at schools during the summer will receive a rate of \$37.50 per hour. Bidding for this work will be based on seniority.
- 15.5 All personnel shall be advanced within the salary range in accordance with the established practice.
- 15.6 Educational qualifications and previous experience shall be taken into consideration in determining the starting salary for new Employees. A nurse who has been actively engaged in the nursing profession, upon being hired, shall be given credit for such experience in the following manner:

- a) If the experience has been in the public health field, is of a character satisfactory to the City, the Public Health Nurse and School Health Nurse shall be hired on Step II.
 - b) Department Heads may, with the approval of the Director of Labor Relations, hire a Nurse Practitioner at a higher step above entry level.
- 15.7 A part-time Employee shall be defined as an Employee who works nineteen (19) hours a week or less.
- 15.8 All Nurses will be paid by direct deposit. The pay schedule for the Nurses will remain 52 weeks. Direct Deposit shall be mandatory for all employees covered by this agreement effective 7/1/2016.
- 15.9 **Longevity** - Effective July 1, 2005, each employee who has or will have five (5) or more years of continuous municipal service, of said contract year, shall receive an annual payment calculated by multiplying the sum of seventy (\$70) dollars by the number of years of such completed service.
- Such payment shall not exceed eighteen hundred dollars (\$1,800) per annum.
- 15.10 Any employee covered by this CBA who separates employment with the City for any reason between the date of ratification and the date the retroactive pay raises are issued will receive their full retroactive pay at the same time checks are issued to active employees.

ARTICLE 16- REIMBURSEMENT

Nurses shall be reimbursed for any vandalism, theft, or theft of personal property from or to automobiles used in the course of their duties for the amount of the loss or deductible amount, whichever is less.

ARTICLE 17 - TUITION REIMBURSEMENT

- 17.1 The City and the Union has mutual recognition of the advantages to the City for Employees to continually improve themselves through additional training and education programs, agree as follows:
- a) The City shall reimburse each employee for the cost of tuition up to two hundred (\$200) dollars per credit for undergraduate courses and two hundred (\$200) dollars per credit for graduate level courses plus the cost of books and all registration, lab and other fees related to the course. Payment shall be made within sixty (60) days of submission of their cost to the labor negotiator and upon satisfactory completion at a Grade C or better for each course or a pass grade in a pass/fail course, at an accredited college or university in subject taken towards advanced degrees in nursing or directly related nursing field. Each employee will be limited to nine (9) credits per fiscal year. The employee must apply and obtain written approval of the City's Labor Relations Director in advance of

enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this article and shall not be unreasonably withheld.

Effective July 1, 2022, the tuition reimbursement expenditures shall be reduced and capped at one thousand (\$1,000) dollars per fiscal year for the bargaining unit.

The employee agrees to remain in City employment for a period of one year upon approval of the courses. If the employee leaves prior to one year, he/she will reimburse the City for any tuition received for that specific course. The City will then credit the tuition account so that these funds may be used by another member.

- b) All employees intending to take advantage of the tuition reimbursement program shall submit to their appropriate department supervisor, thirty days prior to the beginning of the fall or spring semester, the course title, a description of the college course, tuition costs, and any other associated costs. All applications will be reviewed and each eligible applicant will have their first selected course paid for subject to 17.1 (a). After the first round of applications, any additional tuition costs, courses, books or fees related to the course, will be paid up to nine (9) credits. Also, in the event that any money is not used, then said sum shall revert back to the City.

If at the end of any fiscal year the \$1,000 cap on tuition reimbursement has not been reached, then employees who have previously gotten reimbursement in that fiscal year will receive reimbursement for any amounts they have expended for tuition in that fiscal year, which were not reimbursed. Such amounts will be distributed prorated to eligible employees if necessary but will not, in any event, exceed the tuition payment actually expended by the employee over and above the amount previously reimbursed or exceed the unit cap. In the event that any money is not used, then said sum shall revert back to the City.

- c) Appropriate application and reimbursement forms shall be provided by the City, through the department supervisor.

IV. BENEFITS

ARTICLE 18 – HEALTH BENEFITS, LIFE INSURANCE AND RETIREMENTS

- 18.1 The City shall provide and pay for Health Benefits for all employees and their enrolled eligible dependents as follows:
- a) "Medical and Prescription Drug Benefits" in accordance with the Connecticut Partnership Plan 2.0 a summary of which is annexed to this as Appendix B.
 - b) Twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
 - c) Vision Service Plan, or its equivalent, as outlined and attached hereto as Appendix C.
- 18.2 The City will provide and pay for the cost of a Group Life Insurance Policy in the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment for all employees.
- 18.3 Employees who meet the benefits eligibility requirements specified in this article and retire prior to the first day of this Agreement, and their surviving spouses, if any, will receive Medical and Prescription Drug Benefits 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). For purpose of this Article "retiree" shall mean:
- A - For employees hired on or before 6/30/2012 who: (1) have completed fifteen (15) years of continuous municipal service and are age fifty five (55) or who have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of Connecticut Municipal Employee Retirement System (CMERS);
 - B - For employees hired on or after 7/1/2012 but before 7/1/2016: at retirement will only be eligible for health benefits upon retirement if they have a minimum of twenty-five (25) years of continuous service.
 - C - Regardless of the date of hire, retirees must accept Medicare Part B coverage if eligible.
- 18.4 **Retiree medical** - For benefits eligible employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and prior to the expiration of this Agreement, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. The cost of retiree medical benefits for such retirees, and their surviving

spouses, shall be frozen at the dollar amount for employee health benefits on the day they retired. Coverage for surviving spouses shall terminate upon remarriage.

- 18.5** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.
- 18.6** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 18.1 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 Plan Insurance as specified in Section 18.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative cost.
- 18.7** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 18.1 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 18.1 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 18.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 18.1 of this Article and substitution may be proposed for any one or more of the specified coverages.
- 18.8** The City shall provide a payment of two thousand (\$2,000) dollars in lieu of the benefits described in Article 18.1 for employees who waive such coverage.
- 18.9** 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 payment.

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.

18.10 Premium Cost Share (PCS) contributions - Each active employee and each employee who has retired or will retire on or after the first day of this Agreement and before the expiration of this Agreement shall contribute a percentage as described below of the Premium Cost for Medical and Prescription Drug Benefits. 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 Consolidated Omnibus Budget Reconciliation Act ("COBRA").

(a) Employees hired on or before 6/30/2012 will have their PCS percent capped at twenty-five percent (25%) throughout their employment and into retirement.

(b) Within 21 days of the date when this CBA is ratified, all active members will have their PCS contributions reset to 25%. Going forward, members of the Union who were hired on or after July 1, 2012 shall pay a PCS contribution for their health care insurance according to the following schedule:

Within 21 days of ratification	25%
July 1, 2022	26%
July 1, 2023	27%
July 1, 2024	28%
PCS contributions shall increase by 1% per year on July 1st of each year, until a cap of 33 1/3 % is reached	

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

18.11 Employees hired on or after 7/1/2012 but before 7/1/2016 will only be eligible for health benefits upon retirement if they have a minimum of twenty-five (25) years of service. (No more fifteen (15) years plus age fifty-five (55)).

18.12 Employees hired on or after July 1, 2016 shall not be eligible for post-employment health benefits.

18.13 a) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees

so as to facilitate deduction of the amount contributed for health benefits and for childcare from the gross income of the employee for tax purposes.

b) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party. Participation in the plan shall be voluntary.

18.14 a) For employees hired prior to July 1, 2016, who meet the eligibility requirements for post-employment health benefits who retire during the term of this contract and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or, if eligible and appropriate due to age, and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the dollar amount of such contributions at retirement and shall be fixed at such dollar amount throughout retirement.

b) If any employee who meets the eligibility requirements for post-employment health benefits, retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for, and if eligible obtain, such Alternative Coverage provided that the Alternative Coverage shall not exceed in premium costs 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 the Alternative Coverage. The retiree and the retiree's spouse shall remain in the City's Plan even if Alternative Coverage is obtained, but the City's Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for Alternative Coverage or the retiree's premium cost and/or contribution would be more than the retiree's payment for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have Alternative Coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contribution.

18.15 Flu Shot – Annual flu shot paid by employer. (Appendix B – Medical Insurance)

ARTICLE 19 – RETIREMENT

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

V. HOLIDAYS AND LEAVES

ARTICLE 20 - HOLIDAYS

- 20.1** The following shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth (effective 1/1/2022), Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, and any holiday officially proclaimed as such by the President of the United States, Governor of the State of Connecticut, or the Mayor of the City of Bridgeport.
- 20.2** Employees shall not normally be required to work on any of the aforesaid holidays and shall receive their full weekly salary in each week in which such holidays may occur.
- 20.3** If any such holiday falls on a Sunday, the following Monday shall be deemed the holiday. If any such holiday falls on a Saturday, the preceding Friday shall be deemed the holiday.
- 20.4** If any such holiday shall occur during the vacation of any Employee, the Employee shall receive an additional day's vacation in lieu thereof.
- 20.5** Any Employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

ARTICLE 21 - VACATIONS

- 21.1** Only twelve (12) month employees accrue vacation time.
- 21.2** Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation pay for each month of such continuous service, but not to exceed one (1) calendar week in the contract year such services are rendered. In each contract year, any Employee with one (1) or more years of such municipal service, but less than five (5) years of such service, shall receive two (2) weeks vacation with pay. In each contract year any Employee with five (5) or more years of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any Employee with ten (10) or more years of continuous municipal service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Any Employee with twenty

(20) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.

- 21.3 A)** School Nurses will not be required to work during the Christmas recess when schools are not in session. However, such recess shall not exceed five (5) days, exclusive of Christmas Day and New Year's Day.
- B)** Current incumbents¹ in Public Health Nurse positions (Clinic and APRN) will be grandfathered into the benefit specified in **A)** above. New occupants of these positions – from any source – will not be eligible for this benefit. These incumbents can be ordered in to work during Christmas week or any portion thereof at the discretion of the Health Director and paid at the negotiated 1.5X overtime rate.
- 21.4** School Nurses will not be required to work on any day when schools are closed because of weather conditions, except that when schools are closed for energy saving purposes, School Nurses will be required to work.
- 21.5** Time for vacations shall be granted on the basis of Bargaining Unit Seniority.
- 21.6 a)** Employees covered by this Agreement 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/vacation year.
- b)** Employees with two (2) weeks vacation may exercise the option of carrying over one (1) week of unused vacation time from one (1) vacation year to the next vacation year, but are not eligible for the option of payout for unused vacation time.
- c)** Employees with three (3) weeks or more vacation in addition to the carryover option set forth in in (b) above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carryover and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.
- d)** Employees with four (4) weeks or more weeks vacation, in addition to the carry over option set forth in (b) above, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those weeks worked. An employee eligible for both carry over and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.
- e)** Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract

¹ Deirdre Gruber, Kristina Norko-Agapito, Zilka Lebron and Migdalia Muniz

year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payouts shall be paid to the employee at the end of the vacation year, on or about April 1st, in which the election is made.

- 21.7 For the purposes of this Article, vacation may start and end on any day with prior approval of the appropriate department. Such approval shall not be unreasonably withheld.

ARTICLE 22 - LEAVE PROVISIONS

22.1 Sick Leave.

- a) "Effective July 1, 1995, Employees hired prior to July 1, 1995 shall earn fifteen (15) sick days per year. Sick days shall be earned at one and a quarter (1.25) days per month. Those Employees hired after July 1, 1995, shall earn ten (10) sick days per year to be allotted in the following manner: five (5) on July 1st and five (5) on January 1st of each year. Employees hired prior to those days shall receive a projected prorated share of full month's service between hire date and July 1st or January 1st, whichever comes sooner.
- b) Effective July 1, 1992, unused sick leave may be accumulated up to a maximum of two hundred and fifteen (215) days.
- c) Any Employee absent from duty because of an illness or injury covered by the City of Bridgeport Workers' Compensation shall not be considered on sick leave.
- d) A medical certificate acceptable to the appointing authority is required:
- i) For frequent or habitual absence from duty or when, in the opinion of the appointing authority, there is reasonable cause for requiring such a certificate
 - (ii) For a period of absence consisting of more than five (5) working days.
- e) Upon retirement, Employees shall receive a pay out equal to fifty (50%) percent of accumulated days to a maximum of two hundred and fifteen (215) days. All sick time accumulated as of June 30, 1992, shall be paid upon retirement at eighty-five (85%) percent of the maximum accumulation of one hundred and eighty-five (185) days at the value of the Employee's hourly and daily rate on that date unless used prior to retirement.

Upon the death of an Employee who has twenty (20) or more years of service, the amount of sick leave time shall be payable, as computed above, to his/her

beneficiary, as designated by the Employee under the terms of the Connecticut Municipal Employees Retirement Fund.

f) Any nurse who is absent without authorized leave or without calling in as required under the current practice for five (5) days or longer, will be considered resigned from employment with the City of Bridgeport.

- 22.2** Leave Provisions - A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one (1) year, except as otherwise defined in this contract. No leave without pay shall be granted except upon written request of the employee and a declaration by that employee that he/she will serve the City for at least one (1) year after his/her return from such leave.

Whenever granted, such leave shall be approved in writing and signed by the department head and the Director of Labor Relations. Should the nature of the position require a permanent replacement, upon granting of the leave, the employee shall be notified of that. Upon returning from the leave the employee shall be placed in a substantially equivalent position in which he/she has demonstrated that he/she can perform effectively while in City service.

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

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

- 22.3** (a) **Maternity Leave** - Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present condition, the expected date of child birth, the nature of the medical disability, the limitations to which the disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.

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

Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.

b) Parental leave, shall, upon written request to the department head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Section 22.3a. During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this Agreement at their own expenses, and (b) accrue seniority for all benefits thereto provided by this Agreement.

- 22.4** Military Leave - Leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof shall be granted in accordance with the applicable law.
- 22.5** Education Leave - Employees with (2) or more years of continuous municipal service may request, in writing, from the department head and civil service, an unpaid educational leave for a period of time not to exceed one (1) year in duration. Such leave shall not be unreasonably denied provided, however, that the proper and efficient operation of the department shall be good cause for denial. During this leave period, if granted, and if requested in writing by the employee, the employee shall be allowed to continue to participate in City sponsored healthcare insurance programs as provided by this agreement at their own expense. Failure to pay any required premiums within 30 days of the payment due date shall result in cancellation of insurance coverage.
- 22.6** Bereavement Leave - Each Employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall continue through and include the day of burial, except that in no event shall such leave be more than three (3) days. For purposes of this Article, the term "immediate family" shall mean and include the following: mother, father, mother-in-law, father-in-law, sister, brother, spouse, domestic partner, child, grandparent, grandchildren and foster parents. Any other bereavement leave or any extension of the above leave shall be charged to the Employee's sick leave account.

Each Employee shall, upon request, be granted leave with pay of one (1) day upon the death of an aunt, uncle, niece, nephew, son-in-law, daughter-in-law, sister-in-law or brother-in-law

- 22.7** Personal Days - Employees covered by this Agreement shall be granted four (4) personal leave days, with pay, for personal business. A request for personal leave for which an Employee is eligible in conformity with the foregoing shall not be unreasonably denied, provided however, that the

proper and efficient operation of the department shall be good cause for denial. Such request must be made twenty-four (24) hours prior to the requested day(s) off except in an emergency.

Personal days which are unused will be credited to the Employee's sick leave account.

- 22.8** Family Medical Leave - As provided by the 1993 Family and Medical Leave Act (FMLA), and pursuant to the City's FMLA Policy, all eligible City of Bridgeport employees shall be entitled to time off in accordance with the applicable law.
- 22.9** Jury Duty Leave - Nurses shall be granted time off for jury duty.
- 22.10** Return from a Leave - An Employee returning to work from an approved leave, of one (1) year or less, or as otherwise allowed for within this contract, shall be reinstated to the same position held prior to the commencement of the leave, or to a position of like status and pay, provided such Employee has complied with the requirements of the hereinbefore leave provisions.

ARTICLE 23 - WORKERS' COMPENSATION SUPPLEMENT

- 23.1** In the event that an Employee is required to be absent from work due to a job-related accident and, as a result thereof, has been determined to be entitled to compensatory Workers' Compensation payments pursuant to the state statute, such Employee shall be paid the difference between seventy-five (75%) percent of that Employee's regular straight-time weekly earnings and the amount of the weekly Workers' Compensation pay for each of the fourth (4th) to thirteenth (13th) weeks during which the Employee is thus required to be absent from work.
- 23.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Workers' Compensation statute shall not reduce the sick leave allowance of the Employee which has been accumulated pursuant to Article 22 of this Agreement.
- 23.3** Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation Managed Care Plan, as may be modified from time to time.

As provided in Section 22.2 of Article 22, the maximum length of disability, for an accepted work related injury, shall not exceed twelve (12) months. The Director of Labor Relations may extend this period when there are extenuating circumstances and the anticipated return date is within a specified time not to exceed an additional sixty (60) days.

- 23.4** Modified Duty - If an Employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the Employee return to a modified duty position. Such work shall be within the

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

VI. MISCELLANEOUS

ARTICLE 24 - NO DISCRIMINATION

- 24.1** Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, union membership, sexual orientation or disabilities.
- 24.2** Nothing in this agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act.

ARTICLE 25 - CONDITIONS OF EMPLOYMENT

- 25.1** Appointment of Position
- a)** Confirmation of appointment, job description and salary shall be in writing and given to each Employee by the appointing authority.
- b)** Personnel policies in effect shall be in writing and a copy available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources, and a copy given to the Union Delegates.
- 25.2** A copy of the contract shall be available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources Department, Supervisors and the Union Office.
- 25.3** Time for participation in educational institutes, workshops and meetings which will improve the individual's on-the-job performance shall be granted on a rotating basis, subject to the necessity for efficient operation of the respective department.
- 25.4** Educational seminars for all nurses are at the discretion of the appropriate department head.
- 25.5** The City agrees to provide a total of eight thousand (\$8,000) (\$7,500 Public Health Nurses and School Health Nurses, \$500 Nurse Practitioners) dollars

per year for the purpose of conducting in-service training for nurses and attending out of town conferences. An accounting of these funds will be provided to the Union upon request. A Management-Union Committee will be established to monitor the usage of these monies. The Management-Union Committee for nurses will consist of four (4) members, two (2) appointed by the Union and two (2) appointed by the City's Director of Health. At the end of each fiscal year, all unexpended funds will be returned to the City's general fund.

- 25.6** A Management-Union Committee will be established to meet regularly to discuss staffing issues and concerns related to necessary and adequate equipment, materials and training to all employees.
- 25.7** Labor Management Committee - The parties agree to meet and discuss issues of concern and importance to each. Such meetings will occur every quarter (or more often as agreed) and either party may submit items for discussion. The Employer and the Union shall each designate their own committee members, and the committee membership may vary from month to month based on the agenda items or for other reasons but will be capped at 5 bargaining unit members (1 from the clinic and 4 from the schools) if on work time.
- 25.8** For the purposes of resignation and rehiring:
- a)** A four (4) week written notice of resignation shall be given by any nurse wishing to resign. The Union shall be notified of any resignation of any bargaining unit member at the time of such resignation. A copy of the resignation letter shall be provided to the Union at the time that it is received by the City.
 - b)** Any nurse who resigns in good standing may, within six (6) months, request that the resignation be withdrawn and request reinstatement with Adjusted Seniority. For the purposes of validating a rescinded resignation, the letter rescinding the resignation must be notarized with the time and date of the request to rescind the resignation.
 - c)** If any employee withdraws their resignation within six (6) months, as provided for in this article, the City will forward a copy of the letter to rescind the resignation, and the request for reinstatement to the Union. The City shall, at the time it receives the request to rescind the resignation, provide to the Union and the employee a written response stating if a position is open, funded and available to be filled. The employee must be willing to immediately accept any such open position in order to secure Adjusted Seniority. The City shall state the date such employee is placed in any such open position. The City has no obligation to rehire if the position is not open and funded.
 - d)** If no position is available at the time the employee rescinds their resignation, they may be placed on a rehire list for not more than six (6)

months, making a total of not more than twelve (12) months from resignation to rehire with Adjusted Seniority.

- e) Adjusted Seniority shall be defined as Bargaining Unit Seniority less any break in service up to twelve (12) months, provided the employee has properly rescinded their resignation in compliance with the requirements of this Article. Employees who resign and have a break in service of more than twelve (12) months shall not be granted Adjusted Seniority as provided for in this article. Adjusted Seniority shall only apply in cases of resignation, that has been rescinded within six (6) months.
- f) The City may rehire former employees that do not qualify under the above language as newly hired. For the purposes of lay-off, recall, and bidding these employees shall be considered as new hires with a new seniority date.

25.9 The City will provide indemnification and malpractice coverage, including claims and representation, to employees in accordance with statutory requirements.

In addition, such coverage shall include, but not be limited to, claims and representation dealing with HIV testing, transmissions, infection, and/or counseling, allegations of abuse or assault, and any other claims arising out of employment.

ARTICLE 26 - NURSES PERFORMING SUPERVISORY DUTIES- SPECIAL PROVISIONS

Employees holding the classification Public Health Nurse and School Health Nurse will not be required to perform supervisory duties.

ARTICLE 27 - MISCELLANEOUS

The City agrees to meet and consult with the Union before administering changes in the Department policies. Such consultations have the sole purpose of allowing input from the Union. In no way, however, is such input by the Union to be construed as in any way binding upon the City.

ARTICLE 28 - TERM AND SCOPE OF AGREEMENT

This Agreement shall be effective July 1, 2019 and shall remain in effect through June 30, 2025 and shall be automatically renewed for successive twelve (12) month period, unless either party notifies the other in writing no more than one hundred fifty (150) days prior to the expiration of this Agreement. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee for the purpose of discussing such termination, amendment or modification.

IN WITNESS WHEREOF, the Union and the City of Bridgeport have executed this Agreement this _____ day _____, 2021.

FOR THE CITY

FOR THE UNION

Joseph P. Ganim Date
Mayor

Kristina Agapito 11/8/21

Kristina Agapito Date
Connecticut Association of Labor Unions

Eric Amado 11/29/2021

Eric Amado Date
Director of Labor Relations

APPENDIX A – Wage Plan July 1, 2019

Public Health Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Increase
7/1/2018	\$ 62,834	\$ 64,982	\$ 66,413	\$ 67,875	\$ 69,203	
7/1/2019	\$ 64,091	\$ 66,282	\$ 67,741	\$ 69,233	\$ 70,587	2.0%
7/1/2020	\$ 65,372	\$ 67,607	\$ 69,096	\$ 70,617	\$ 71,999	2.0%
7/1/2021	\$ 66,680	\$ 68,959	\$ 70,478	\$ 72,029	\$ 73,439	2.0%
7/1/2022	\$ 68,014	\$ 70,339	\$ 71,888	\$ 73,470	\$ 74,908	2.0%
7/1/2023	\$ 69,374	\$ 71,745	\$ 73,325	\$ 74,939	\$ 76,406	2.0%
7/1/2024	\$ 70,761	\$ 73,180	\$ 74,792	\$ 76,438	\$ 77,934	2.0%

School Health Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	
7/1/2018	\$ 57,485	\$ 59,450	\$ 60,759	\$ 62,097	\$ 63,312	
7/1/2019	\$ 58,635	\$ 60,639	\$ 61,974	\$ 63,339	\$ 64,578	2.0%
7/1/2020	\$ 59,807	\$ 61,852	\$ 63,214	\$ 64,606	\$ 65,870	2.0%
7/1/2021	\$ 61,004	\$ 63,089	\$ 64,478	\$ 65,898	\$ 67,187	2.0%
7/1/2022	\$ 62,224	\$ 64,351	\$ 65,767	\$ 67,216	\$ 68,531	2.0%
7/1/2023	\$ 63,468	\$ 65,638	\$ 67,083	\$ 68,560	\$ 69,902	2.0%
7/1/2024	\$ 64,737	\$ 66,950	\$ 68,425	\$ 69,931	\$ 71,300	2.0%

Nurse Practitioner

	Step 1	Step 2	Step 3	Step 4	Step 5	
7/1/2018	\$ 91,081	\$ 95,930	\$ 98,065	\$ 100,003	\$ 101,988	
7/1/2019	\$ 92,903	\$ 97,849	\$ 100,026	\$ 102,003	\$ 104,028	2.0%
7/1/2020	\$ 94,761	\$ 99,806	\$ 102,027	\$ 104,043	\$ 106,108	2.0%
7/1/2021	\$ 96,656	\$ 101,802	\$ 104,067	\$ 106,124	\$ 108,230	2.0%
7/1/2022	\$ 98,589	\$ 103,838	\$ 106,149	\$ 108,246	\$ 110,395	2.0%
7/1/2023	\$ 100,561	\$ 105,914	\$ 108,272	\$ 110,411	\$ 112,603	2.0%
7/1/2024	\$ 102,572	\$ 108,033	\$ 110,437	\$ 112,620	\$ 114,855	2.0%



CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.*

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.anthem.com/statect to find out if your doctor, hospital or other medical provider is in Anthem'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.

*Source: Healthcare Bluebook: healthcarebluebook.com



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

¹ 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.

¹ OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.



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

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

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

Be the picture of health

Check out these programs and services to be your healthy best

Need a doctor? Choose a State of Connecticut preferred doctor and save

When you see a Primary Care Physician (PCP) or specialist in your State of Connecticut preferred network (also referred to as Tier 1 in your health plan), there's no office visit copay. These doctors cost less than doctors outside of your plan.

- Visit anthem.com/staect and choose **Find a Doctor**.
- Call the Enhanced Member Service Unit at 1-800-922-2232, for more information or to find out if your doctor is in Tier 1.

Use Site-of-Service providers to get 100% coverage for lab tests, X-rays, and high-cost imaging

Site-of-Service (SOS) providers give you 100% coverage with a \$0 copay. Your plan will cover only 80% of the cost when you get these services from other providers.

- Call the Enhanced Member Service Unit at 1-800-922-2232 to learn more.

Find support for mental health issues

If you or a family member needs mental health or substance use care or treatment, we have specialists and designated programs that can help and/or direct you to the type of care that you need.

- Call an Anthem Behavioral Health Care Manager at 1-888-605-0580.
- Visit anthem.com/staect.

See a doctor, psychologist or therapist from home or work with LiveHealth Online

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam. Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice, if needed.² If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.³

- Learn more and enroll at livehealthonline.com or use the free mobile app.

How to find care right away when it's not an emergency

The emergency room shouldn't be your first stop — unless it's a true emergency (then, call 911 or go to the ER). Depending on the situation, there are different types of providers you can see if your doctor isn't available.

- Visit a walk-in doctor's office, retail health clinic or urgent care center.
- Have a video visit with a doctor through LiveHealth Online.
- Call 24/7 NurseLine at 1-800-711-5947 to speak with a nurse about symptoms or get help finding the right care.

Get access to care wherever you go

If you travel out of Connecticut, but are in the U.S., you have access to doctors and hospitals across the country with the BlueCard® program. If you travel out of the U.S., you have access to providers in nearly 200 countries with the Blue Cross and Blue Shield Global Core® program.

- Call 1-800-810-BLUE (2583) to learn more about both programs. If you're outside the U.S., call collect at 1-804-673-1177.³

It's easy to manage your benefits online and on the go

- Find a doctor, check your claims and compare costs for care near you at anthem.com/staect.
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store* or Google Play™) for benefit information and to show your ID card, get directions to a doctor or urgent care center and much more

Customer service helps you get answers and much more

The State of Connecticut Enhanced Member Service Unit can give you information on benefits, wellness programs and services and everything mentioned in this flier.

- Call them at 1-800-922-2232.
- Visit anthem.com/staect.

¹ Designated as Tier 1 in our Find a Doctor tool. Eligible specialties include allergy and immunology, cardiology, endocrinology, ear, nose and throat (ENT), gastroenterology, OB/GYN, ophthalmology, orthopedic surgery, rheumatology and urology.

² Prescription availability is defined by physician judgment and state regulations.

³ Appointments subject to availability of therapist.

⁴ Blue Cross Blue Shield Association website: Coverage Home and Away (accessed March 2019): bcbs.com/already-a-member/coverage-home-and-away.html

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf

of Anthem Blue Cross and Blue Shield. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent

licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc. 59142CTMENABS Rev. 03/19



CONNECTICUT PARTNERSHIP 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 Family		

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

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

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

Mandatory 90-day Supply for Maintenance Medications

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

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



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 2020 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49	As recommended by physician
Cervical Cancer Screening	N/A	N/A	Pap smear every 3 years (21+)	Pap smear every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cotoguard screening every 3 years



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

Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

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



**CONNECTICUT
PARTNERSHIP PLAN**



YOUR BENEFIT RESOURCES

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

www.osc.ct.gov/ctpartner

860-702-3560

Anthem Blue Cross and Blue Shield

www.anthem.com/statect

Enhanced Dedicated Member Services: **1-800-922-2232**

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.

A LOOK AT YOUR VSP VISION COVERAGE



SEE HEALTHY AND LIVE HAPPY WITH HELP FROM CITY OF BRIDGEPORT AND VSP.



Enroll in VSP® Vision Care to get personalized care from a VSP network doctor at low out-of-pocket costs.

VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

PROVIDER CHOICES YOU WANT.

With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.



USING YOUR BENEFIT IS EASY!

Create an account on vsp.com to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

Like shopping online? Go to eyeconic.com and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

GET YOUR PERFECT PAIR

EXTRA \$20 +
TO SPEND ON
FEATURED FRAME BRANDS*

bebe CALVIN KLEIN COLE HAAN FLEXON

LACOSTE   NINE WEST

SEE MORE BRANDS AT VSP.COM/OFFERS.

UP
TO **40%**
SAVINGS ON LENS
ENHANCEMENTS



Enroll today.

Contact us: **800.877.7195** or vsp.com

YOUR VSP VISION BENEFITS SUMMARY

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

PROVIDER NETWORK:

VSP Signature

EFFECTIVE DATE:

01/01/2020



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP PROVIDER			
WELLVISION EXAM	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness 	\$20	Every 12 months
PRESCRIPTION GLASSES		\$30	See frame and lenses
FRAME	<ul style="list-style-type: none"> \$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 	Included in Prescription Glasses	Every 24 months
LENSES	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children 	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements 	\$50 \$80 - \$90 \$120 - \$160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	<ul style="list-style-type: none"> \$105 allowance for contacts and contact lens exam (fitting and evaluation) 15% savings on a contact lens exam (fitting and evaluation) 	\$0	Every 12 months
DIABETIC EYECARE PLUS PROGRAMSM	<ul style="list-style-type: none"> Retinal screening for members with diabetes Additional exams and services for members with diabetic eye disease, glaucoma, or age-related macular degeneration. Limitations and coordination with your medical coverage may apply. Ask your VSP doctor details. 	\$0 \$20 per exam	As needed
EXTRA SAVINGS	<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> Extra \$20 to spend on featured frame brands. Go to vsp.com/offers 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. <p>Routine Retinal Screening</p> <ul style="list-style-type: none"> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam <p>Laser Vision Correction</p> <ul style="list-style-type: none"> 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 any VSP doctor 		

YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Log in to vsp.com to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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Item# 12-21

Litigation Settlements (with Participation Agreements) concerning various Consolidated Class-Action Opioid Lawsuits pending in the State of Connecticut.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: December 20, 2021
(OFF THE FLOOR)

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Data Signed.

RECEIVED
CITY CLERKS OFFICE
22 JAN -6 PM 2:24
ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 12-21

NOW THEREFORE BE IT RESOLVED that:

1. The City Attorney and/or his designee(s) is/are hereby authorized and empowered to execute opioid class action litigation Settlement Participation FORMS pursuant to the Janssen and Distributor Settlement Agreements materially as discussed with the Miscellaneous Matters Committee; and
2. The City Attorney and/or his designee(s) is/are further authorized and empowered to take such other reasonably necessary actions in furtherance of these settlements, as he/she may deem to be in the best interests of the City of Bridgeport.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Amy-Marie Vizzo-Paniccia, *Co-Chair*

Tyler Mack, *Co-Chair*

Marcus A. Brown

Alfredo Castillo

Aikeem G. Boyd

Matthew McCarthy

Wanda R. Simmons

City Council Date: December 20, 2021 (from the floor)