

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, OCTOBER 17, 2022

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT

ADDED:

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *125-21** Contracts Committee Report re: Agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local 1303-468, Council 4, concerning their Collective Bargaining Agreement.
- *129-21** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Mesa Greenidge – Docket No. FBT-CV-21-6111475-S.
- *130-21** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Leopold Bamouni – Docket No. FBT-CV-21-6105768-S.
- *132-21** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Christopher Goulden, as Administrator of the Estate of Jayson Negron – Docket No. 3:20cv00400 (JBA).

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 17, 2022

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 6, 2022

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 133-21** Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII Subsection (11), **ACCEPTED AND MADE PART OF THE RECORD.**
- 134-21** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health FY23 Per Capita Funding Allocation (#23220), referred to Economic and Community Development and Environment Committee.
- 135-21** Communication from OPED re: Proposed Resolution Authorizing the Discontinuance of a section of Lafayette Street between Atlantic Street and University Avenue and the section of University Avenue between Lafayette and Broad Street, referred to Public Safety and Transportation Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 136-21** Resolution presented by Council Member(s) Nieves, Mack, Burns & Vizzo-Paniccia re: Proposed Resolution to Establish a Charter Revision Commission, **FOR IMMEDIATE CONSIDERATION.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *120-21** Budget and Appropriations Committee Report re: Resolution to create a Capital Projects Reporting System for Public Use.
- *123-21** Public Safety and Transportation Committee Report re: Grant Submission: Connecticut Department of Emergency Services & Public Protection – Auto Theft and Violence/Gun Tracing Task Force/Violent Crime Task Force Grants.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 17, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

1.) John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

COB – Finances & Governance.

2.) Joel Gonzalez
347 Lenox Avenue
Bridgeport, CT 06606

Nightmare at 247 Colorado Avenue. My experience after purchasing city owned property in 2016-2015.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, OCTOBER 17, 2022
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT 06604**

CALL TO ORDER

Council President Nieves called the Public Speaking session of the City Council to order at 6:42 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*, Rolanda Smith
- 133rd District: Aikeem Boyd, Jeanette Herron
- 134th District: *Michelle Lyons*, AmyMarie Vizzo-Paniccia
- 135th District: Mary McBride-Lee, Rosalina Roman-Christy
- 136th District: Frederick Hodges, *Alfredo Castillo*
- 137th District: Aidee Nieves, Maria Valle
- 138th District: *Maria Pereira*, Samia Suliman
- 139th District: Ernest Newton

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CITY CLERKS OFFICE
22 OCT 26 AM 10:08
ATTEST
CITY CLERK

A quorum was present. Names shown in italics did not respond when the roll was called.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 17, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

COB – Finances & Governance.

Mr. Lee came forward and read the following statement into the record:

Ladies and Gentlemen of the City Council

As you know in recent months, I have persevered in bringing the long comas and death of two City Boards to your attention. And I thank you for your response to approve

ordinances to re-establish life and vigor to these panels even if the Mayor does not. They have work to do because we have so many folks living in rental units.

Did you mean to have all residents in rental units able to address concerns to FAIR RENT, for instance. Does the language in your Ordinance allow for that? Will you hold a meeting where you allow members of the public with some experience to participate. I am aware of a tenant problem featured on Channel 12 last year but moving to solution by nominations and elections for local leaders to deal with local issues in their own building and with management first?

Fair Housing is another story. Dead group with vacancies that do not allow for a quorum, or agenda, meetings, or minutes. Who is supposed to record the data, and stand up to act? When will you complete an alternative? Who is the City executive responsible for reporting to the State? Why are you not provided staffing expenses to do the job? What is happening with City personnel issues in recent times? Do we still have one person wearing multiple hats for Civil Service, Labor Relations, or other personnel activity? Why? Conflicts of interest that lead to corruption, as we have witnessed, can happen. Who is working with "best practices" in mind?

Has Civil Service process been followed to the letter for new employees in all departments? For employees outside of Civil Service, so called political employees, who are they? What are their titles, and expectations of valuable work product from them by the taxpayers who pay their way? Is this proudly posted on the City site? Why not? What powers do they have to make employment decisions, supervise workers under Civil Service system, or authorize allocation of resources by the City? Which of your committees can answer such questions as part of their purpose?

Why is a taxpayer contributing to a system that today offers the highest compensation, total cash, and benefits, for work that does not necessarily need a gun, or a college education, but competes for necessary hours for an understaffed Police Department? Review the data that the OPM keeps but is not sharing with the taxpayer. Do the numbers yourself. Time will tell.

Joel Gonzalez
347 Lenox Avenue
Bridgeport, CT 06606

Nightmare at 247 Colorado Avenue. My experience after purchasing city owned property in 2016-2015.

Mr. Gonzalez was not present at the meeting.

Council President Nieves announced that Ms. Eneida Martinez had signed up to speak.

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

Ms. Eneida Martinez came forward and said that she was present to address comments made by Council Member Pereira at the last meeting. Ms. Martinez said that Council Member Pereira had no right or jurisdiction to address any Council Members about 139th District. While Council Member Pereira has the right to free speech, she also continually calls Ms. Martinez a "felon" because she is facing minor misdemeanors charges which will most likely only result in a fine.

City of Bridgeport
City Council
Regular Meeting
October 17, 2022

Ms. Martinez said her case was before the court and reviewed the status of that case with the Council Members.

Ms. Martinez then pointed out that that Council Member Pereira had been arrested for setting her ex-husband's Cottage Street house on fire and arrested at Success Village. Ms. Martinez went on to add that DCF removed Council Member Pereira's child from her home because Council Member Pereira was unfit and a drug addict.

Ms. Martinez said that she had been campaigning for Marcus Brown and several residents told her that Council Member Pereira had stopped by and Ms. Martinez said that she had been working with Council Member Brown and when she was knocking on doors, some residents told them Council Member Pereira had been there and told them not to vote for Council Member Brown because he was gay and had proposed to another man.

Ms. Martinez also noted that Council Member Pereira has major contacts with the City of Bridgeport and this needed to be discussed rather than discussing Ms. Martinez. She also noted that the Council should also discuss Council Member Pereira's attacks on Wanda Jeter and others. The same actions that Council Member Pereira is accusing others of are the very same ones she is also doing.

Ms. Martinez asked whether it was true that Council Member Pereira was going to Senior homes to collect their ballots. She said that Council Member Pereira should talk about her own dirt and not anyone else's. People make mistakes and no one is perfect, but Council Member Pereira will never be able to walk in Ms. Martinez's shoes and she will have to take that to her grave.

ADJOURNMENT

Council President Nieves closed the Public Speaking Session at 6:55 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 17, 2022

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:00 p.m.

PRAYER

Council Member McBride-Lee led those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked Council President Nieves to lead those present in reciting the Pledge of Allegiance.

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*, Rolanda Smith
133rd District: Aikeem Boyd, Jeanette Herron
134th District: *Michelle Lyons*, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: Frederick Hodges, *Alfredo Castillo*
137th District: Aidee Nieves, Maria Valle
138th District: *Maria Pereira*, Samia Suliman
139th District: Ernest Newton

A quorum was present. Names shown in italics did not respond when called.

MINUTES FOR APPROVAL:

• **September 6, 2022**

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF THE SEPTEMBER 6, 2022 MEETING.**

City of Bridgeport
City Council
Regular Meeting
October 17, 2022

**** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE SEPTEMBER 6, 2022 MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

133-21 Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII Subsection (11), ACCEPTED AND MADE PART OF THE RECORD.

134-21 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health FY23 Per Capita Funding Allocation (#23220), referred to Economic and Community Development and Environment Committee.

135-21 Communication from OPED re: Proposed Resolution Authorizing the Discontinuance of a section of Lafayette Street between Atlantic Street and University Avenue and the section of University Avenue between Lafayette and Broad Street, referred to Public Safety and Transportation Committee.

**** COUNCIL MEMBER MCBRIDE LEE MOVED THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

133-21 COMMUNICATION FROM CITY CLERK RE: ITEMS PENDING BEFORE CITY COUNCIL COMMITTEES PURSUANT TO CITY COUNCIL RULES CH. XIII SUBSECTION (11), ACCEPTED AND MADE PART OF THE RECORD.

134-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH FY23 PER CAPITA FUNDING ALLOCATION (#23220), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

135-21 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING THE DISCONTINUANCE OF A SECTION OF LAFAYETTE STREET BETWEEN ATLANTIC STREET AND UNIVERSITY AVENUE AND THE SECTION OF UNIVERSITY AVENUE BETWEEN LAFAYETTE AND BROAD STREET, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.+

**** COUNCIL PRESIDENT NIEVES SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ITEMS FOR IMMEDIATE CONSIDERATION:

136-21 Resolution presented by Council Member(s) Nieves, Mack, Burns & Vizzo-Paniccia re: Proposed Resolution to Establish a Charter Revision Commission,

FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 136-21 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NIEVES, MACK, BURNS & VIZZO-PANICCIA RE: PROPOSED RESOLUTION TO ESTABLISH A CHARTER REVISION COMMISSION, FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Newton requested that his name be added to the Resolution as a co-sponsor.

**** THE MOTION TO APPROVE AGENDA ITEM 136-21 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NIEVES, MACK, BURNS & VIZZO-PANICCIA RE: PROPOSED RESOLUTION TO ESTABLISH A CHARTER REVISION COMMISSION WITH THE ADDITION OF COUNCIL MEMBER NEWTON AS A CO-SPONSOR PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***120-21 Budget and Appropriations Committee Report re: Resolution to create a Capital Projects Reporting System for Public Use.**

***123-21 Public Safety and Transportation Committee Report re: Grant Submission: Connecticut Department of Emergency Services & Public Protection – Auto Theft and Violence/Gun Tracing Task Force/Violent Crime Task Force Grants.**

***125-21 Contracts Committee Report re: Agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local 1303-468, Council 4, concerning their Collective Bargaining Agreement.**

***129-21 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Mesa Greenidge – Docket No. FBT-CV-21-6111475-S.**

***130-21 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Leopold Bamouni – Docket No. FBT-CV-21-6105768-S.**

***132-21 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Christopher Goulden, as Administrator of the Estate of Jayson Negron – Docket No. 3:20cv00400 (JBA).**

Mayor Ganim asked if any member of the Council would like to remove an item from the Consent Calendar.

Council Member Vizzo-Paniccia requested Agenda Item 132-21 be removed.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

***120-21 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: RESOLUTION TO CREATE A CAPITAL PROJECTS REPORTING SYSTEM FOR PUBLIC USE.**

***123-21 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION – AUTO THEFT AND VIOLENCE/GUN TRACING TASK FORCE/VIOLENT CRIME TASK FORCE GRANTS.**

***125-21 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1303-468, COUNCIL 4, CONCERNING THEIR COLLECTIVE BARGAINING AGREEMENT.**

***129-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF MESA GREENIDGE – DOCKET NO. FBT-CV-21-6111475-S.**

***130-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF LEOPOLD BAMOUNI – DOCKET NO. FBT-CV-21-6105768-S.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Burns requested a moment of Personal Privilege. He announced that there will be a celebration of the St. Mary's by the Sea Centennial on October 30th which will be open to the public.

132-21 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Christopher Goulden, as Administrator of the Estate of Jayson Negron – Docket No. 3:20cv00400 (JBA).

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO ENTER INTO EXECUTIVE SESSION REGARDING PENDING LITIGATION INVOLVING AGENDA ITEM 132-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF CHRISTOPHER GOULDEN, AS ADMINISTRATOR OF THE ESTATE OF JAYSON NEGRON – DOCKET NO. 3:20CV00400 (JBA).**

The Council Members present and Atty. Anastasi entered into Executive Session to discuss pending litigation at 7:10 p.m.

Council Member Castillo joined the Executive Session at 7:22 p.m.

The Council Members returned to public session at 7:36 p.m. No actions were taken or motions made during the Executive Session.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE AGENDA ITEM 132-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF CHRISTOPHER GOULDEN, AS ADMINISTRATOR OF THE ESTATE OF JAYSON NEGRON – DOCKET NO. 3:20CV00400 (JBA).**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:38 p.m.

Respectfully submitted,

Telesco Secretarial Services



City of Bridgeport, Connecticut

OFFICE OF THE CITY CLERK

LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

LYDIA N. MARTINEZ
City Clerk

FRANCES ORTIZ
Assistant City Clerk

COMM.# 133-21 Accepted and Made Part of the Record (10-17-2022)

October 12, 2022

Honorable City Council Members
City of Bridgeport, Connecticut

Dear Council Members:

Pursuant to City Council Rules Chapter XIII, Subsection 11, attached is a report of all items pending before the City Council Committees.

Please be reminded that this not being an election year for city council, all items will carry over into the next council session, and will not be filed sine die.

Respectfully submitted,

Lydia N. Martinez
City Clerk

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ATTEST
CITY CLERK

**BUDGET AND APPROPRIATIONS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 17, 2022
PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date Referred:
		General discussion regarding the review of the Monthly Financial Report(s).	*Finance Department*	
		Budget Update from City Department: (None requested)		
47-21	COMM.	Proposed Request for an Additional Paralegal Position to the Office of the City Attorney.	John R. Mitola, Associate City Attorney	Ref'd to Committee on: 03/07/2022; Tabled by Committee on: 03/29/2022

**CONTRACTS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 17, 2022
PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date
128-21	COMM.	Proposed Master Terms Agreement with Getac Video Solutions Inc. from July 1, 2023 through June 30, 2028.	Lt. Paul Grech, Police Department	Ref'd to Committee on: 10/03/2022; Ref'd to City Attorney on: 10/04/2022, Tabled by Committee on: 10/12/2022

**ECONOMIC & COMMUNITY DEVELOPMENT
& ENVIRONMENT COMMITTEE
PENDING ITEMS
As of October 17, 2022**

Number	Type	Summary	Submitted by:	Date
81-21	Comm.	Proposed Resolution Authorizing the Establishment of the Upper East Side Neighborhood Revitalization Zone and its Boundaries.	Lynn M. Haig, AICP, Director of Planning	Ref'd to Committee on 05/16/2022 Approved 6/15/2022 Ref'd Back to Committee on 7/5/2022
122-21	Comm	Grant Submission: re State of Connecticut Department of Public Health Preventive Health and Health Services Block Grant Year 4 (#23605).	Joseph Katz, Central Grants Office	Ref'd to Committee on 9/19/2022
131-21	Comm.	Grant Submission: re United States Conference of Mayors – Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#23305).	Joseph Katz, Central Grants Office	Ref'd to Committee on 10/3/2022

**EDUCATION & SOCIAL SERVICES
COMMITTEE
NO PENDING ITEMS
As of
October 17, 2022**

Number	Type	Summary	Submitted by:	Date
		** No Items Pending in Committee**		

**MISCELLANEOUS MATTERS COMMITTEE
PENDING ITEMS
As of October 17, 2022**

Number	Type	Summary	Submitted by:	Date
14-21	Comm	Proposed Resolution to determine membership and Status of the Fair Rent Commission.	Ernest Newton, D-139 th	Ref'd to Committee on 12/20/2021 Tabled on 1/24/2022
129-21	Comm	Proposed Settlement of Pending Litigation in the matter of Mesa Greenidge Docket No. FBT-CV-21-6111475-S.	Lawrence Ouellette, Jr, Associate City Attorney	Ref'd to Committee on 10/3/2022
130-21	Comm	Proposed Settlement of Pending Litigation in the matter of Leopold Bamouni Docket No. FBT-CV-21-6105768-S.	Lawrence Ouellette, Jr, Associate City Attorney	Ref'd to Committee on 10/3/2022
132-21	Comm	Proposed Settlement of Pending Litigation in the matter of Christopher Goulden, as Administrator of the Estate of Jayson Negron Docket No. 3:20 cv 00400 (JBA).	Mark Anastasi, City Attorney	Ref'd to Committee on 10/3/2022 (OFF THE FLOOR)

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 17, 2022
PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date
82-21	RES.	Proposed Resolution concerning the Budget and Appropriations Amended 2022-2023 Municipal Budget.	Councilmember(s): T. Mack, A. Nieves, S. Burns, E. Newton, M. McCarthy & J. Herron	Ref'd to Committee on: 05/16/2022; Ref'd to City Attorney's Office on 05/17/2022; Tabled on: 09/27/2022
88-21	RES.	Proposed Amendment to the Municipal Code of Ordinances, Chapter 2.06 – Common Council, amend Section 2.06.020 – Regular Meetings.	Councilmember(s): Maria H. Pereira & Michele L. Small, D-138	Ref'd to Committee on: 06/06/2022; Ref'd to City Attorney's Office on 06/07/2022;

PUBLIC SAFETY & TRANSPORTATION
COMMITTEE
NO PENDING ITEMS
As of
October 17, 2022

Number	Type	Summary	Submitted by:	Date
		** No Items Pending in Committee**		



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

COMM. #134-21 Ref'd to ECD&E Committee on 10/17/2022

October 11, 2022

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RE: Resolution –State of Connecticut Department of Public Health FY 23 Per Capita Funding Allocation (#23220)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Public Health Per Capita Funding Allocation** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or Melissa.Oliveira@Bridgeportct.gov.

Thank you,

Melissa Oliveira
Central Grants Office

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ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Public Health FY 23 Per Capita Funding Allocation (#23220)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Health and Social Services Department is seeking funding made available through state aid to full-time health department programs with allocations being based on the most recent population figures. The purpose of this funding is to assist municipalities with monitoring health status to identify and solve community health problems, identify and investigate health hazards, inform, educate and empower persons in the community, and enforcing laws and regulations that protect health and ensure safety.

The FY 23 allocation of \$287,984.14 is based on a \$1.93 appropriation per resident based on the city's population (148,698). In addition, funding not utilized from FY 22 in the amount of \$209,696.27 is being carried over. The total amount for this grant is \$496,683.41.

CONTRACT PERIOD: 7/1/2022-6/30/2023

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 496,683.41
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 213,434.00 (68.68% Director of Health, 28% of Public Health Nurse, 17% of Public Health Emergency Coordinator, 6% Director of Environmental Sanitation, 18% Health Code Enforcement Inspector, 6% Health Code Enforcement Inspector)
Supplies:	\$ 3,071.41 (General office supplies)
Contractual:	\$ 141,800.00 (To assist with accreditation plan, increase outreach, address homelessness and opioids epidemics, medical advisor, staff certifications)
Marketing/Printing	\$ 69,199.00 (Advertisements, flyers, brochures, informational cards)
Training:	\$ 17,179.00 (Staff development)
Other:	\$ 52,000 (Computer software & vaccine costs)

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:		

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Public Health
Per Capita Funding Allocation (#23220)**

WHEREAS, the **State of Connecticut Department of Public Health** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Public Health Per Capita Funding Allocation**; and

WHEREAS, funds under this grant will be used to support core public health functions; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support the monitoring of health status to identify and solve community health problems, identify and investigate health hazards in the community, inform, educate and empower persons in the community concerning, and enforce laws and regulations that protect health and ensure safety

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Public Health** for the purpose of the **Per Capita Funding Allocation**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **State of Connecticut Department of Public Health Per Capita Funding Allocation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

COMM. #135-21 Ref'd to Public Safety & Transportation Committee
on 10/17/2022



JOSEPH P. GANIM
Mayor

City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

October 12, 2022

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

**Re: Resolution Authorizing the Discontinuance of a
Section of Lafayette Street and a Section of University Avenue**

Referral to the Public Safety and Transportation Committee Meeting of Tuesday November 1, 2022

**Request for a "Meeting of Abutters of Lafayette Street and University Avenue"
Before the full City Council at its meeting of Monday, November 21, 2022**

Dear City Clerk and Honorable Members of the City Council:

For the Council's consideration and placement on its agenda of Monday, October 17, 2022, the attached resolution would authorize the discontinuance of a section of Lafayette Street and a section of University Avenue so as to facilitate the completion of the construction of the new Bassick High School.

This item is for referral to the Public Safety and Transportation Committee for its meeting of Tuesday, November 1, 2022.

This item will require a "Meeting of Abutters of Lafayette Street and of University Avenue," which we respectfully request be ordered for the full City Council meeting of Monday, November 21, 2022. Note that this meeting is not a public hearing.

Respectfully Submitted,

Lynn M. Haig, AICP
Director of Planning

C: Thomas Gill, Director

RECEIVED
CITY CLERKS OFFICE
22 OCT 12 PM 4: 04
ATTEST
CITY CLERK _____

RESOLUTION

(DISCONTINUE SECTIONS OF LAFAYETTE STREET and UNIVERSITY AVENUE)

WHEREAS, the new Bassick High School is under construction (the "**Project**") on a parcel generally situated between and among University Avenue, Lafayette Street, and Broad Street;

WHEREAS, part of the Project is located upon a section of Lafayette Street (between Atlantic Street and University Avenue);

WHEREAS, part of the Project is located upon a section of University Avenue (between Lafayette Street and Broad Street);

WHEREAS, in order to facilitate the completion of the Project it is necessary to discontinue the relevant section of Lafayette Street and the relevant section of University Avenue as more specifically depicted in the attached A-2 survey map entitled, "*Property Survey Discontinuance of Lafayette Street & University Avenue*," dated 06.02.2022, and prepared by Martin Surveying Associates, LLC, and attached hereto as "**Exhibit A**," and herein referred to as the "**Discontinuance Map**";

WHEREAS, the Bridgeport City Charter, Chapter 11, Section 5 authorizes City Council to discontinue streets and to make and cause to be executed all such orders relating thereto;

WHEREAS, pursuant to General Statutes §13a-7 and 13a-49, the City Clerk sent notice to the abutters of Lafayette Street and University Avenue via certified mail on September 27, 2022; and public notice signs were posted on September 28, 2022 at the ends of the relevant sections of each of these two streets;

WHEREAS, the Planning and Zoning Commission will be forwarding to the City Council its *8-24 Report* per its actions taken at its meeting of November 1, 2022;

WHEREAS, it is in the City's best interest to discontinue these street sections and complete the Project;

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport City Council approves and authorizes the discontinuance of the section of Lafayette Street between Atlantic Street and University Avenue, and the section of University Avenue between Lafayette Street and Broad Street, as depicted in the attached Exhibit A; and

BE IT FURTHER RESOLVED that, as may be required, all appropriate City Officials, including but not limited to the City Engineer, the City Clerk, the Director of Planning, the Director of Public Facilities, upon consultation with and as per the direction and approval of the City Attorney, are hereby authorized to execute any and all documents necessary to effectuate this discontinuance and to take all other actions and to do all other things necessary in furtherance of the purposes of and consistent with this resolution and in the best interests of the City of Bridgeport and its citizens.

Special Note:

Item #135-21 has two (2) attached maps but due to large size, the map cannot be scanned into the system but can be found on file in the City Clerk's Office for review.

EXHIBIT A

UNIVERSITY AVENUE DISCONTINUANCE

BEGINNING AT AN IRON PIN LOCATED AT THE WESTERLY STREET LINE OF BROAD STREET AND THE SOUTHERLY STREET LINE OF UNIVERSITY AVENUE.

THENCE RUNNING ALONG THE SOUTHERLY STREET LINE OF SAID UNIVERSITY AVENUE S 79°14'05" W 291.14 FEET TO A POINT, SAID POINT BEING COINCIDENT WITH THE SOUTHEASTERLY CORNER OF THE FORMER ABANDONMENT OF A PORTION OF UNIVERSITY AVENUE;

THENCE RUNNING ALONG SAID FORMER UNIVERSITY AVENUE N 19°41'01" W 61.75 FEET TO A POINT IN THE WESTERLY STREET LINE OF LAFAYETTE STREET AND THE NORTHERLY STREET LINE OF THE HEREIN DESCRIBED STREET LINE;

THENCE RUNNING ALONG THE NORTHERLY STREET LINE OF SAID UNIVERSITY AVENUE N 79°14'05" E 296.02 FEET TO A POINT IN THE WESTERLY STREET LINE OF SAID BROAD STREET;

THENCE RUNNING ALONG THE WESTERLY STREET LINE OF SAID BROAD STREET S 15°09'43" E 61.18 FEET TO THE POINT OR PACE OF BEGINNING.

LAFAYETTE STREET DISCONTINUANCE

BEGINNING AT A POINT IN THE NORTHERLY STREET LINE OF UNIVERSITY AVENUE AND WESTERLY STREET LINE OF THE HEREIN DESCRIBED STREET LINE.

THENCE RUNNING ALONG THE WESTERLY STREET LINE OF LAFAYETTE STREET N 21°26'40" W 251.35 FEET TO A POINT;

THENCE RUNNING THROUGH SAID LAFAYETTE STREET N 74°08'13" E 53.25 FEET TO A POINT IN THE EASTERLY STREET LINE OF SAID LAFAYETTE STREET;

THENCE RUNNING ALONG SAID EASTERLY STREET LINE S 21°25'40" E 256.16 FEET TO A POINT IN THE NORTHERLY STREET LINE OF UNIVERSITY AVENUE;

THENCE RUNNING ALONG SAID UNIVERSITY AVENUE S 79°14'05" W 53.93 FEET TO THE POINT OR PLACE OF BEGINNING.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	136-21
Submitted by Councilmember(s):	Aidee Nieves Tyler Mack Scott Burns AmyMarie Vizzo-Pannicia
Co-Sponsors(s):	E. Newton
District:	137TH
Subject:	Resolution to Establish a Charter Revision Commission
Referred to:	IMMEDIATE CONSIDERATION
City Council Date:	October 17, 2022

ATTEST
CITY CLERK
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SECTION II RESOLUTION (PLEASE TYPE BELOW)

RESOLUTION Concerning the Creation of a Charter Revision Commission for the City of Bridgeport

WHEREAS, on October 17, 2022, the City Council of Bridgeport is desirous of initiating a process for revising the Bridgeport City Charter; and

WHEREAS, our Charter is the foundation that guides principles for governance; it defines our Community, its powers and functions and essential procedures of our City Government subject to federal and state law; and

WHEREAS, the City Council of Bridgeport recognizes the need to modernize and simplify our Charter to address the needs and challenges confronting our municipality; and

WHEREAS, the City of Bridgeport has, from time to time, encountered issues involving the operation of the City and its effective representation of the residents of this City that would benefit from a comprehensive review by a Charter Revision Commission; and

WHEREAS, the Bridgeport Charter was last comprehensively updated nearly three decades ago, effective January 1, 1993; and

WHEREAS, the City Council of the City of Bridgeport is the appointing authority for a Charter Revision Commission, acting by a two-thirds (2/3rds) vote of its entire membership; and now, therefore be it:

RESOLVED, pursuant to C.G.S. 7-187 et.seq. (in particular Sec. 7-199(b)) that a Charter Revision Commission be, and hereby is, formed, established, created, and/or appointed to amend the Charter in such manner and respects as deemed necessary and appropriate;

RESOLVED, pursuant to C.G.S 7-190, that within thirty (30) days following initiation of the charter revision process, this Council shall, by resolution:

- (1) Appoint a Charter Revision Commission consisting of (a) not fewer than five (5) nor more than fifteen (15) members; (b) not more than one-third (1/3rd) of whom may hold public office in the City; and, (c) not more than a bare majority of whom shall be members of any one political party, which Commission shall designate a Chair, Vice Chair and a Secretary and proceed forthwith to draft any such charter amendments and
- (2) Establish the timeframe for submission of a draft and final report by said Commission;



OFFICE OF THE CITY CLERK RESOLUTION FORM

RESOLVED, that a Charter Revision Commission be, and hereby is, formed, established, created, and/or appointed to amend the Charter in such other manner and respects as deemed necessary and appropriate.

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

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:
-----------------	--	-------

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

IMMEDIATE CONSIDERATION

Attest:

Lydia N. Martinez

October 17, 2022

Lydia N. Martinez, City Clerk

Date

Approved by:

[Signature]

Joseph P. Panim, Mayor

Date

10/18/22

Notified on October 20, 2022:

- Councilmember A. Nieves, President, D-137th
- Councilmember T. Mack, D-131st
- Councilmember S. Burns, D-130th
- Councilmember A. Vizzo-Paniccia, D-134th
- Councilmember E. Newton II, D-139th

ATTEST
CITY CLERK

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Ortiz, Frances

From: Mack, Tyler
Sent: Wednesday, October 12, 2022 1:13 PM
To: Ortiz, Frances
Cc: Pettway, Lonneta; Nieves, Aidee; Burns, Scott; Vizzo-Paniccia, AmyMarie; Anastasi, Mark T
Subject: Agenda Item for Mondays Meeting
Attachments: Charter Revision Resolution October 17 (Mark).docx

Hello Frances,

Would you be able to put this resolution for the agenda on Monday.

Aidee, can you give Frances confirmation that this is up for immediate consideration.

Thank you,
Tyler

Item # *120-21 Consent Calendar

Resolution to create a Capital Projects Reporting System for Public Use.



**Report
of
Committee
on
Budget and Appropriations**

City Council Meeting Date: October 17, 2022

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

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

Date Signed: 10/19/22

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *120-21 Consent Calendar

Whereas the Bridgeport City Council is empowered by both charter (Section 3.04.020) and ordinance (Ch. 10, Section 1.a), to authorize the bonding and debts for public works and improvements for the City in accordance with C.G.S. 7-369;

Whereas the City of Bridgeport recently received increases from two of three credit ratings agencies that track city finances;

Whereas the trends in public financing lean further and further towards transparency and public access;

Whereas many Connecticut municipalities vet their capital planning process through multiple agencies or boards;

Whereas Bridgeport's capital process receives less scrutiny than other municipalities, particularly those of similar size;

Whereas improved capital reporting will inspire greater confidence in the general public, elected officials here in the city and elsewhere, potential private investors, and others;

Whereas certain bonds have gone unused for periods time beyond their initial intended use, thus costing taxpayers money and leading to a misalignment of funding and project completion and in contradiction of the mandates of Section 3.04.020 in terms of oversight and execution of capital improvements;

Whereas the residents of Bridgeport deserve more professionalized planning and execution of capital plans and projects;

Whereas strategic and transparent management of capital funds is a foundational element of efficient municipal finances;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *120-21 Consent Calendar

-2-

Whereas GFOA (Government Finance Officers Association) recommends a series of 'best practices' that should drive the planning, implementing, and monitoring of capital budgeting;

Be it resolved:

That, in conjunction with the City Council, the City of Bridgeport Departments of Finance and Policy Management will craft policies to be enacted via ordinance no later than March 1, 2023 to address deficiencies in capital project management, reporting, and monitoring;

That such policies shall include fundamental information such as the current amount of capital funds per department, lists of active projects, and sources of non-capital funds for such projects;

That projects will be detailed with information such as specific descriptions and justifications thereof; broadly defined purposes; cumulative notations of allocations, encumbrances, expenditures, unspent funds, and projected surplus or deficit;

That such reports shall be made publicly available at least semi-annually.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *120-21 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, D-130th, Co-chair

Ernest E. Newton II, D-139th, Co-chair

Mary A. McBride-Lee, D-135th

Jeanette Herron, D-133rd

Matthew McCarthy, D-130th

Tyler Mack, D-131st

AmyMarie Vizzo Panicsia, D-134th

City Council Date: October 17, 2022

Item# *123-21 Consent Calendar

Grant Submission: re Connecticut Department of
Emergency Services & Public Protection Auto Theft
and Violence/Gun Tracing Task Force/Violent Crime
Task Force Grants.



Report
of
Committee
on

Public Safety and Transportation

City Council Meeting Date: October 17, 2022

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

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

Date Signed : 10/18/22

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. *123-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Connecticut Department of Emergency Services & Public Protection
Auto Theft and Violence/ Gun Tracing Task Force/ Violent Crime Task Force Grants**

WHEREAS, the **Connecticut Department of Emergency Services & Public Protection** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **American Rescue Plan Act of 2021**; and

WHEREAS, the purpose of the grant program is to assist local law enforcement agencies in combatting violence in communities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **Connecticut Department of Emergency Services & Public Protection** to deter auto theft crimes, combat illegal firearms trafficking, and reduce violent crimes.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **Connecticut Department of Emergency Services & Public Protection** for the purpose of its **Auto Theft and Violence/ Gun Tracing Task Force/ Violent Crime Task Force Grants**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Connecticut Department of Emergency Services & Public Protection-Auto Theft and Violence/ Gun Tracing Task Force/ Violent Crime Task Force Grants** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

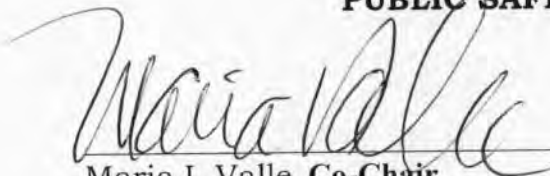


City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *123-21 Consent Calendar

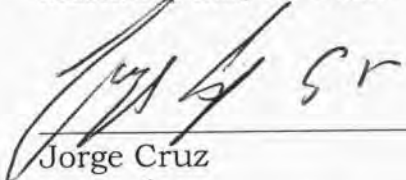
-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

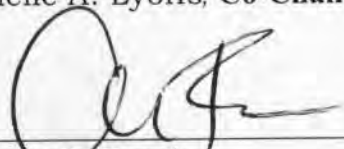


Maria I. Valle, Co-Chair

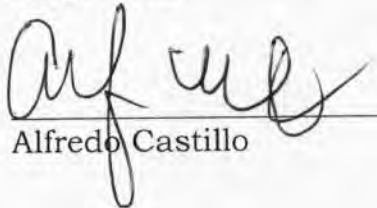
Michelle A. Lyons, Co-Chair




Jorge Cruz



Aikeem G. Boyd



Alfredo Castillo



Samia S. Suliman



Amy Marie Vizzo-Paniccia

Item # *125-21 Consent Calendar

Agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local 1303-468, Council 4 concerning their Collective Bargaining Agreement.



Report
of
Committee
on
Contracts

City Council Meeting Date: October 17, 2022

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

Approved by: *[Signature]*
Joseph P. Ganim, Mayor

Date Signed: 10/12/22

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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. *125-21 Consent Calendar

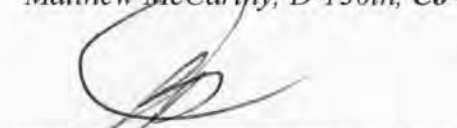
RESOLVED, That the attached Agreement between the City of Bridgeport and the American Federation of State, County, and Municipal Employees (AFSCME) Local 1303-468, Council 4, for the period of July 1, 2020 through June 30, 2024, be and it hereby is, in all respects, approved, ratified and confirmed.

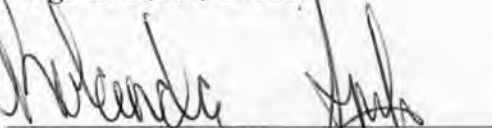
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS



Jeanette Herron, D-133rd, Co-chair

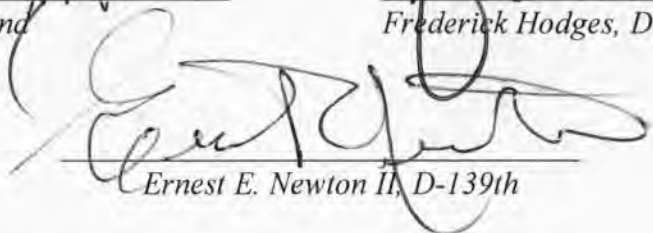

Matthew McCarthy, D-130th, Co-chair


Jorge Cruz, Sr., D-131st


Rosalina Roman-Christy, D-135th


Rolanda Smith, D-132nd


Frederick Hodges, D-136th


Ernest E. Newton II, D-139th

City Council Date: October 17, 2022

		CITY OF BRIDGEPORT									
		OFFICE OF POLICY AND MANAGEMENT									
		FINANCIAL IMPACT OF AFSCME 1303-468 UNION TENTATIVE AGREEMENT JULY 1, 2020 THROUGH JUNE 30, 2024									
		COVERS FY2021 THROUGH FY2024									
		FY21 = 2.50%		FY22 = 2.50%		FY23 = 2.50%		FY24 = 2.50%		4 Years Impact	
FISCAL YEARS		FY2021	FY2021	FY2022	FY21&FY22	FY2023	FY21-FY2023	FY2024	FY21-2024	FY21-2024	FY20-FY2025
		7/1/2020	FY2021	7/1/2021	FY21&FY22	7/1/2022	FY21-2023	7/1/2023	FY21-FY2024	FY21-2024	FY20-FY2025
	Pay Annual Salary	Increase	Compounded	Increase	Compounded	Increase	Compounded	Increase	Compounded	Compounded	Compounded
		%	%	%	%	%	%	%	%	%	%
		2.50%	2.50%	2.50%	5.06%	2.50%	7.69%	2.50%	10.38%	10.38%	10.38%
TOTAL AFSCME 1303 UNION SALARY	4,256,606	106,415	106,415	109,076	215,491	111,802	327,290	114,597	441,878	441,878	441,878
TOTAL DOLLAR IMPACT	4,256,606	106,415	106,415	109,076	215,491	111,802	327,290	114,597	441,878	441,878	441,878

AGREEMENT
BETWEEN THE
CITY OF BRIDGEPORT
AND
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
LOCAL 1303-468, COUNCIL 4

JULY 21, ~~2015-2020~~ TO JUNE 30, ~~2020~~2024

File name:
City Proposal 2020-2024 CBA AFSCME 1303-468 01-28-2022
ON THE RECORD

Field Code Changed

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This Agreement is entered into by the City of Bridgeport, (the "City" or the "Employer"), and Local 1303-468 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, (the "Union").

I. THE UNION AND UNION SECURITY

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and conditions of employment for all of those employees of the City indicated in the July 2, 2015 Memorandum of Understanding between the City of Bridgeport and The City of Bridgeport, Local 1303-468 of Council 4, AFSCME, AFL-CIO and Local 1522 of Council 4, AFSCME, AFL-CIO. Copy attached as Appendix C.
- 1.2 The Union recognizes the Mayor of the City or his/her designated representative, or representatives as the sole representative(s) of the Employer for the purpose of collective bargaining.
- 1.3 The Union and the City agree to bargain in good faith on all matters relating to wages, hours and other conditions of employment.

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ARTICLE 2 - CHECK-OFF

- 2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. ~~Such deductions shall continue for the duration of this Agreement.~~ When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by law, Union dues for such deduction period shall be deducted in the first dues deduction pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the City.
- 2.2 The dues deduction for the Union shall be made during each employee's respective pay period and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.
- 2.3 ~~It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing~~

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~~on the effective date of this Agreement shall remain members in good standing of the Union during the term of the Agreement. It shall be a condition of employment that all employees covered by the Agreement who are not members of the Union on the effective date of this Agreement shall, on the thirty first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union during the term of the Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by Union members during the term of the Agreement. All such dues shall be automatically payroll deducted and remitted to the Union.~~

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

ARTICLE 3 – BARGAINING UNIT

- 3.1** This Agreement applies to and includes all positions listed in Schedule A of the 7/2/2015 MOU between the City and the Union (Appendix C)
- 3.2** Part-time employees who work twenty (20) hours or more per week are excluded from the bargaining unit; those who work less than twenty (20) hours per week are excluded.
- 3.3** The inclusion of a newly established classification will be a subject for negotiations between the City and the Union.
- 3.4** Any dispute whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

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ARTICLE 4 – UNION ACTIVITIES

- 4.1** The City agrees that the Union officer or steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself/herself from his/her work area may be withheld by the supervisor only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible.
- 4.2** Union officials may attend meetings for the purpose of negotiations during working hours without loss of pay.
- 4.3** Union officials may attend meetings during working hours without loss of pay, when such meetings are requested and approved by the Labor Relations Director of the City or his/her designee.
- 4.4** Union officers shall be able to consult with the employer, his/her representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.
- 4.5** During each year up to two (2) employees who are chosen by the Union as official delegates to one state labor convention shall be granted no more than three (3) days of leave for the sole purpose of attending the sessions of such state convention as voting delegates. Once in each two (2) year period, up to two (2) employees who are chosen by the Union to be official delegates to the National Convention of AFSCME shall be granted five (5) days of leave for the sole purpose of attending the sessions of such national convention as voting delegates. The Secretary of the Union will certify in writing, transmitted by certified mail, return receipt requested, to the department head of each employee, with a copy to the Director of Labor Relations, the names of the employees chosen by the Union as said delegates. Said certification shall be postmarked no later than fourteen (14) days prior to the first day on which the leave is to become effective.

ARTICLE 5 – VISITS BY UNION REPRESENTATIVES

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

ARTICLE 6 – BULLETIN BOARDS

The City will furnish and maintain suitable bulletin boards in convenient places in each work area which may be used by the Union. The Union agrees

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that the material posted will not contain propaganda against, or attacks upon, the City or any official thereof.

ARTICLE 7 – SENIORITY AND PROBATION

- 7.1 Seniority shall mean the length of service to the municipality. Such seniority shall apply to the employee's rights in case of layoff, re-employment, transfer, bidding, promotion, and vacations as provided in this Agreement.
- 7.2 For the purpose of this article and section, an employee's seniority shall be their most recent date of hire.
- 7.3 New employees (non-seasonal) shall have a probationary period of one hundred and eighty (180) ~~calendar~~ workdays, which shall not include sick or other absent days, and upon successful completion of this period they shall be classified as permanent employees. The probationary period shall be counted as part of the seniority period after the employee is considered permanent. Benefits for probationary employees shall begin on the ninetieth (90th) workday. Termination or other discipline of a probationary employee shall not be arbitrable and the sole and exclusive remedy shall be the grievance procedure under Article 21 through Step 32.
- 7.4 The City shall deliver a list of employees with seniority, classification and rate of pay to the Union within ninety (90) days of the signing or anniversary date of this Agreement.
- 7.5 Employees who are promoted out of the bargaining unit shall have the right, in the event the employee fails the probationary period or becomes ineligible for the position because of testing, to bump back into the bargaining unit position he/she previously held. If said employee returns back to the bargaining unit, he/she shall be the least senior for assignment of positions within the department. Seniority for this purpose shall be the date on which said affected employee returns to the bargaining unit. This period of time shall be no longer than six (6) months.
- 7.6 If the City desires to extend an employee's probationary period beyond that specified above, such extension will not be pursued until the City has consulted with the union. Any dispute regarding an extension of probation shall be subject to the grievance procedure.

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ARTICLE 8 – LAYOFF AND RECALL

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

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- 8.2** Employees shall be laid off in the following order: (a) part-time; (b) probationary; and (c) regular full-time.
- 8.3** In the event that the City makes a reduction in the number of employees in an established job by title for which a Civil Service examination is not required, employees with the least seniority in that job will be laid off first. Subsequent recalls to open positions in that particular job and job title shall be made in the reverse order of the lay-off. An employee shall retain his/her seniority status and right of recall in the specific job title for twenty-four (24) months following the date of his/her lay-off. If the employee refuses recall to an opening in the position from which he was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 8.4** A bargaining unit member subject to being laid off shall have the right to bump to an equal or a lower classification in the Civil Service code group provided he/she has the ability to do the work required without further training and has greater seniority than the least senior employee in the equal or lower classification.
- 8.5** No new persons will be hired for assignment to an open classification that is required to be filled, so long as employees laid off from the classification retain seniority status and right of recall to jobs in that classification

ARTICLE 9 – TOP SENIORITY

Four (4) Officers and six (6) Stewards of the Union shall have top seniority in the event of a layoff and recall. The Union shall notify the City in writing, at least semi-annually, of the names and employment location of each employee covered by this Article.

ARTICLE 10 – SUBCONTRACTING

The City agrees that it will not contract or subcontract any work presently being performed by employees in the bargaining unit in the Department of Public Facilities. This shall not prevent the City from contracting or subcontracting for supplementary or emergency service which employees in the bargaining unit are unable to perform during their regular hours of work.

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II. MANAGEMENT AND THE WORKPLACE

ARTICLE 11 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion to: recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel, determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position, subject to the provisions of Section 13.1, and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; contract for services with other units of government and/or private contractors for the provision of services to or by the City, subject to the provisions of Article 10; determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act, Conn. Gen. Statute. #7-467, et seq).

ARTICLE 12 – DRUG AND ALCOHOL TESTING

The City reserves the right to conduct drug and alcohol testing. The procedures and requirements shall be consistent with the Connecticut General Statutes and U.S. Department of Transportation regulations.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.1 The parties acknowledge the value of job function flexibility and agree to the attached ~~negotiated~~ job descriptions of Maintainer I through Maintainer V. An employee may be assigned to perform work in a higher level and will be paid at the wage step at the "acting" maintainer level, which will increase his/her wage rate by not less than ten percent (10%) over his/her regular wage rate. ~~The percentage applied shall not increase an employee's "acting" wage rate by greater than the maximum wage rate of the maintainer level for which he/she is acting.~~ An employee may be temporarily assigned to perform

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work in a lower level and will not suffer any reduction in pay as a result. The City agrees that assignments shall be for sound business or operating reasons, and, where practicable, seniority. The City shall endeavor in good faith to make these assignments consistent with the principle of distributing them as equitably as practicable. Job function flexibility is designed to increase the flexibility of staff to allow existing employees to cover, for absenteeism on a non-premium pay basis, reduce work practice overtime and increase assignment (job) flexibility.

13.2 All employees covered by this Agreement will work a forty (40) hour week.

13.3 Maintainer III's assigned to operate sanitation vehicles on daily scheduled sanitation routes shall work from 4:30 a.m. to 11:30 p.m., eight (8) hours per day, forty (40) hours per week, Monday through Friday on an incentive basis. The City shall have the right to operate two-man (2) sanitation crews. The City retains the right to assign any appropriate bargaining unit personnel to the sanitation function on a per route basis. However, for assignments to fill the odd position at the start of the sanitation shift, the City shall utilize the following procedure. Individuals in Public Facilities interested in working this assignment shall express this interest by signing a posting that will be made available every six (6) months. If there is no interest expressed in this assignment, it will be filled by using sound business reasons and, where practicable, seniority. The city shall endeavor in good faith to make these assignments consistent with the principal of distributing them as equitably as practicable. Employees who do not avail themselves of the opportunity to work this assignment shall be charged as if they had worked.

Recycling routes will operate from 4:30 AM to 11:30 PM.

No night differential will be paid in conjunction with these hours.

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It is agreed that the work schedules may be changed at the discretion of the Director of Public Facilities at anytime with two (2) weeks' notice to the Union.

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13.4 Unless, in the opinion of the Director of Public Facilities, operating conditions or customer services needs dictate otherwise, summer hours in the below listed areas will be allowed from June 21 thru September 21 of any given year as follows:

- ~~Recycling and Sanitation: 3:00 AM to 11:30 AM~~
- Roadway: 6:00 AM to 2:30 PM
- Airport: 6:00 AM to 2:30 PM

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No night differential will be paid in conjunction with these summer hours.

It is agreed that the work schedules may be changed at the discretion of the Director of Public Facilities at anytime with two (2) weeks' notice to the Union. It is agreed that the work schedules will not be changed during this period of time except by mutual agreement between the City and the Union.

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13.4A Two staggered shifts for Public Facilities mechanics assigned at the City garage - First shift will start at 4AM including seasonal shifts specified in § 13.4, second shift starts three (3) hours later. The number of mechanics assigned to each shift will be determined by the Public Facilities Director and can change depending on the needs of the City. The difference (hours) in starting time between the first and second shifts, and the number of mechanics assigned to each shift may be evaluated annually and adjusted depending upon the needs of the business.
~~Two staggered shifts for Public Facilities mechanics assigned at the City garage - First shift mirrors that for sanitation (4AM to 12:30PM) including seasonal shifts specified in §13.4, Second shift starts three (3) hours later. The number of mechanics assigned to each shift will be determined by the Public Facilities Director and can change depending on the needs of the City. The difference (hours) in starting time between the first and second shifts, and the number of mechanics assigned to each shift may be evaluated annually and adjusted depending upon the needs of the business.~~

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Work hours for mechanics assigned to the Police Dept. garage will be at the discretion of the Police Department based on the needs of the department.

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- 13.5** The City will provide a designated representative of the Union, all requested information concerning scheduling and/or balancing of the routes.
- 13.6** Supervision shall make overtime assignments consistent with the principle of distributing as equitably as practical among the employees holding the job affected by the overtime assignment.
- 13.7** An employee will work overtime when requested to do so by supervision. Employees shall be notified of such assignment as soon as practicable. Employees who do not avail themselves of the opportunity to work overtime shall be charged as if they had worked.
- 13.8** In the event that all employees refuse or are not available to work overtime, the least senior employee in the classification and the area affected by the overtime work, must work such overtime. In the event of a weather-related emergency (e.g., ice storm, hurricane, tornado, etc.) or disastrous event (e.g.,

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public health pandemic, bombing, etc.); or an emergency declared by the Mayor, no one can refuse to work overtime.

- 13.9** A record of overtime hours worked by each employee in each department or division shall be posted monthly in each department's bulletin board. Employees acting in a job shall be considered as working that job for purposes of overtime distribution for: a) the balance of any consecutive work day assignment over five (5) working days; and b) overtime at the beginning or end of a shift for the job to which they are assigned. Such employees will not be eligible for overtime in their regular job assignment when eligible as provided above.
- 13.10** The City and the Union agree that the City shall be broken into five (5) districts for the purpose of Sanitation Collections, Recycling and Public Works. The parties realize that the number of districts, the number of garbage routes and recycling routes are to be monitored and discussed on an ongoing basis. The Union and the City agree that garbage routes will be staffed by a two (2) person crew except in those limited situations where a three (3) person crew is required if any. The parties agree to negotiate concerning these limited situations.

ARTICLE 14 – JOB BIDDING AND POSTING

- 14.1** It is the intent of the City and the Union to provide promotional opportunities through the use of a position bidding and a position posting system. It is in the interest of the City and the Union that the City hire for entry level positions - List A positions; thereafter the employee bids for promotions to list B positions, as promotional vacancies occur subject to job required qualifications and seniority. Any disputes as to qualifications shall be subject to the grievance procedure.
- 14.2** When a vacancy exists in a List "A" (Appendix A) position, the position shall be filled in accordance with established City hiring policies.
- 14.3** When a vacancy exists in a List "B" (Appendix B) position within a department, the City shall post the vacancy for five (5) days. Copies of all List "B" bid postings shall be sent to the Union President. All senior employees within the department may bid for such vacancy. The senior employee who bids, if qualified shall be given the first opportunity to fill the position. If an employee refuses or is found unqualified the position shall go to the next qualified employee. There will be a break-in and probationary period of sixty (60) days. Probationary periods for promoted employees will not be extended without prior consultation with the union.

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- 14.4 Employees shall be allowed one (1) successful bid per year. Any employee who bids for a position on a List "B" position shall be precluded from bidding for a period of one (1) year from the date of said successful bid. Successful bid for the purposes of this section shall be a bid which assures the employee incumbency in the position bid for.
- 14.5 The seniority and posting provisions of this section will not apply to vacancies for positions outside of the bargaining unit.

ARTICLE 15 – SHIFT PREFERENCE

- 15.1 Shift preference will be granted on the basis of seniority within classifications as openings occur. Such preferences shall be exercised first by employees within a division. If no employees within the division exercise such preference, then employees within the department will be given preference by seniority.
- 15.2 Any employee who is scheduled to report for and who presents him/herself for work, as scheduled shall be assigned at least four (4) hours work on the job for which he/she was scheduled to report. If work in the job is not available, the employee shall be excused from duty, and paid at his/her regular rate - straight or overtime. When an employee reports for and starts to work as scheduled, and is excused from duty before completion of four (4) hours work the employee shall be paid at his/her regular rate, for four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

ARTICLE 16 – TRANSFERS

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

ARTICLE 17 – REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute paid rest period during each ~~the morning one-half shift~~. Effective with the ratification of the 2020-2024 CBA, the afternoon 15-minute rest period will be annexed to the 30-minute lunch period for an effective 45-minute lunch period. ~~Rest-The morning rest periods~~ will not be annexed to lunches. Employees, who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

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ARTICLE 18 – TRAINING

- 18.1 The City shall establish on the job training programs from time to time to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training. If training is conducted outside normal working hours, no compensation will be paid to employees undergoing training. From the qualified applicants, assignments to training will be in order of seniority.
- 18.2 In the selection of trainees, qualified applicants will be determined by the employee's expression of interest, aptitude and work record.
- 18.3 A joint committee will be established to review training issues which may be of mutual interest.

ARTICLE 19 – SAFETY AND HEALTH

- 19.1 Both parties to this agreement shall hold themselves responsible for mutual cooperative enforcement of OSHA safety rules and regulations.
- 19.2 A joint safety committee will be established to study both facilities and equipment utilized by employees who are covered by this agreement. The committee will make reports and recommendations to the Mayor and/or the City's Chief Administrative Officer (CAO) as the situation may require. The Union will appoint three (3) members to the committee. The City's Director of Public Facilities will appoint three (3) members. The Mayor shall appoint the seventh (7th) person to act as chairperson.

ARTICLE 20 – DISCIPLINARY PROCEDURE

- 20.1 The City of Bridgeport and its duly authorized representatives shall exercise full disciplinary authority consistent with its responsibility to direct employees to perform the required work duties in order to achieve department program goals and provide satisfactory municipal service to the general public.
- 20.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which disciplinary action is being applied.
- 20.3 Disciplinary action shall include any verbal warning, written warning, suspension without pay, or discharge. The City and the Union agree that the City may take summary action for grave or serious offenses. However, before any summary action is taken by the City for grave or serious offenses, the City shall meet, if practical, with the Union President or a steward regarding

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the action the City is taking for such offense, in an effort to resolve the dispute.

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

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

20.6 Verbal and written warnings shall be removed from disciplinary record after eighteen (18) months upon the employee's written request.

20.7 Suspensions and terminations for employees who have successfully completed their probationary period of employment will be for just cause only.

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ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE

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

Step 1: The grievance must be reduced to writing and presented to the employee's Department Head within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. Such grievance must contain the following information:

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

The department head shall respond to the Union Steward or the Chief Steward in writing, within five (5) working days.

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

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Step 2: If the grievance remains unadjusted, it shall be submitted by the Chief Steward to the Labor Relations Director of the City within five (5) working days after the response of the department head is due. Within one week after submission, a meeting will be held between the Union Local President and the Staff Representative of Council #4 and a Labor Relations Director or his/her designee. The Labor Relations Director or his/her designee shall respond to the grievance, in writing within five (5) working days with copies to the Local President and the Council #4 Staff Representative. If the grievance is not resolved verbally, it must be reduced to writing. The supervisor shall attempt to adjust the matter and shall respond in writing to the steward and the grievant within ten (10) working days of the initial verbal presentation. Such grievance must contain the following information:

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

Step 3: If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the State Board of Mediation and Arbitration. Said Board shall hear and act on such disputes in accordance with its rules and regulation. The arbitrator(s) shall limit their decision strictly to the application, meaning or interpretation of the provision of this agreement. The arbitrator's shall not add to nor subtract from the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issue(s) submitted. If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Chief Steward, to the department head within five (5) working days after the supervisor's response is due. The department head shall respond to the Union Steward or the Chief Steward in writing, within five (5) working days.

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

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~~Step 5:~~ If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the State Board of Mediation and Arbitration. Said Board shall hear and act on such disputes in accordance with its rules and regulation. The arbitrator(s) shall limit their decision strictly to the application, meaning or interpretation of the provision of this agreement. ~~The arbitrator's shall not add to nor subtract from the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on the issue(s).~~

- 21.2** The decisions of the Arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument.
- 21.3** Expenses for the arbitrator(s) services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).
- 21.4** The City and the Union agree that a permanent arbitrator, or other arbitration panels, such as the American Arbitration Association, or the Federal Mediation and Conciliation Service, may be used upon agreement to comply with the requirements of this Step ~~5~~³. The City may elect to have any grievance concerning discipline heard before the American Arbitration Association ("AAA") in accordance with its rules but all progressive discipline for any employee must be heard as separate hearing(s). In addition, each party may select three (3) grievances per contract year for hearing before the AAA in accordance with its rules. The party electing a hearing before the AAA shall pay the AAA and arbitrators costs.
- 21.5** Grievances initiated by the employer shall be processed in this same manner, but they may be initiated at ~~either Step 23 or Step 4.~~
- 21.6** Nothing contained in this Article shall prevent any employee from processing his/her own grievance through Step ~~3-2~~ of the grievance procedure, providing that the Union shall be promptly notified of such grievance as it is being processed and shall have the right to participate at each step.
- 21.7** Only the Union shall have the right to process the grievance to Step ~~3-4 and 5~~ of the grievance procedure and to final and binding arbitration. The

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employee shall have the right to be present at each step of the grievance procedure including arbitration.

~~21.8 The parties will continue the utilization of an expedited arbitration system for cases which both parties agree. The parties designate Laurie Cain, Esq. and M. Jackson Weber, Esq. as expedited arbitrators. The rules governing expedited arbitration of the State Board of Mediation and Arbitration will apply except that briefs may be filed and the arbitrator will issue an explanatory decision.~~

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II MONETARY PAYMENTS

ARTICLE 22 - WAGES

- 22.1a** Effective July 1, ~~2016~~2020, the annual wages of employees shall be increased by two and one-half percent (2.5%)~~zero percent (0%)~~ (See Appendix D).
- 22.1b** Effective July 1, ~~2017~~2021, the annual wages of employees shall be increased by two and one-half percent (2.5%)~~two percent (2.0%)~~ (See Appendix D).
- 22.1c** Effective July 1, ~~2018~~2022, the annual wages of employees shall be increased by two and one-half percent (2.5%)~~two percent (2.0%)~~ (See Appendix D).
- 22.1d** Effective July 1, ~~2019~~2023, the annual wages of employees shall be increased by two and one-half percent (2.5%)~~two percent (2.0%)~~ (See Appendix D).
- 22.2** The City shall have discretion to hire new employees at a higher step than entry level when recruitment needs so demand. The City shall give the Union notice within thirty (30) days of such hiring.
- 22.3** In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits.
- 22.4** In no event shall any additional monies received as a result of any other provision of this agreement be considered as a portion of an employee's regular annual, weekly, or hourly rate. The single and sole criterion for making a determination of any employee's annual weekly or hourly rate, shall be the salary being paid in accordance with the Wage Appendices.
- 22.5** In the event an employee is promoted, his/her new salary shall be arrived at by following the principle of a promotional increase being equal to at least a step increase in the employee's range prior to promotion.
- 22.6** All employees on an annual salary and who work a full calendar year shall be paid the wages of their classification based upon fifty-two (52) weeks.
- 22.7** Employees required to work in a higher classification than their normal classification shall be paid for the period of time worked. In the event an employee is required to work in a higher classification for more than three (3) consecutive months, he/she shall be paid the rate of the higher classification for all work time, vacation, holidays and sick time. If an employee is working out of classification in the same job for six (6) consecutive months without

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such assignment being broken for not less than ten (10) consecutive working days, then such job shall be posted in accordance with Article 14.

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

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

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

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

22.9 Effective July 1, 2016 all union members will be paid via direct deposit. Direct deposit advice (pay stubs) will be delivered via E-mail to an address provided by the member.

22.10 Regarding the step increases on the salary chart included as Appendix D in this CBA:

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

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

C. If the employee was a temporary seasonal employee hired without a break in pay, the time in service as a seasonal employee will be credited up to one year of service for eligibility for the merit increase to the next step. When

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an employee is promoted, that employee's anniversary date, for step increases purposes, will be the effective date of the promotion.

~~22.11 Furloughs – All bargaining unit members will have deducted from any retroactive pay received in 2015–2016 the equivalent of three (3) days of pay. In exchange for this deduction the bargaining unit members will take three (3) unpaid furlough days, the value of which is being subtracted from any retroactive payment as stated above. Said furlough days must be taken prior to December 1, 2016 or the right to take such time will be lost. The use of the three (3) furlough days will not be subject to the City's Attendance Policy. Using furlough days shall not be unreasonably denied by any supervisors.~~

ARTICLE 23 – NIGHT BONUS/WEEKEND DIFFERENTIAL

23.1 The night bonus rate for employees at Maintainer III step 7 shall be reflected in their base rate. New employees hired after January 18, 1995, other than those at Maintainer III step 7, shall be paid the night bonus only for those hours actually worked on the second or third shift. Employees hired prior to January 18, 1995, other than these at Maintainer III step 7, shall receive the night bonus as per current practice.

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

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

ARTICLE 24 – RETROACTIVE PAYMENTS

The following provision shall be paid retroactively under this contract unless otherwise noted: all regular earnings, overtime, holiday pay, vacation pay, sick pay, and night bonus for second and third shift which may have been worked or earned between July 21, 2015-2020 and the date on which this contract becomes effective. Retroactive payments shall be limited to employees actively on the City's payroll as of the date of execution of this agreement by both parties.

ARTICLE 25 – CALL-BACK PAY

When an employee is called in for work outside of his/her regular scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back

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results in hours worked which are not annexed consecutively, to one end or the other of the working day.

ARTICLE 26 – LONGEVITY

- 26.1 Effective December 1, 2004, employees with ten (10) or more years of continuous service shall be paid annual longevity pay based upon seventy dollars (\$70.00) for each year of continuous service. Such payment shall not exceed eighteen hundred dollars (\$1,800.00), per annum
- 26.2 Employees hired after May 23, 2001 shall only be eligible to receive longevity pay as provided above after ten (10) years of continuous service.
- 26.3 Employees who leave the municipal service prior to December of any year shall receive longevity pay pro-rate for the period qualified.
- 26.4 In the case of an employee's death before December, the longevity payment shall be made on a pro-rata basis to the CMERS Beneficiary.
- 26.5 Any employee entitled to payment under the provisions of this Article shall be paid only once so that there will be no pyramiding of longevity payments.

ARTICLE 27 – TUITION CDL TRAINING COST REIMBURSEMENT

27.1 Effective October 1, 2020, for any employee who attends a truck driving school for Connecticut commercial driver's license (CDL) training and who successfully earns a CDL based on that training, the City shall reimburse the employee up to one thousand dollars (\$1,000) for the cost of tuition or course fees paid by the employee to the truck driving school. Payment shall be made within sixty (60) days of the City's receipt from the employee of the following:

- 1. Evidence that they have satisfactorily acquired a valid Connecticut CDL, and
- 2. Copies of receipts, or other acceptable documents, showing the training costs paid by the employee to the truck driving school.

~~The City shall reimburse each employee in a degree-granting program of an accredited college or university for the cost of tuition up to one hundred fifty (\$150) dollars per credit for undergraduate courses and two hundred (\$200) dollars per credit for graduate level courses plus the cost of all registration, lab and other fees related to the course. Payment shall be made within sixty (60) days of submission of their cost to the Director of Labor Relations and upon satisfactory completion at a Grade C or better for each course, at an accredited college or university in subjects which are designed to increase his/her proficiency in his/her present or potential assignment at his/her respective departments and shall be related to his/her responsibilities. Each employee will be limited to nine (9) credits per fiscal year.~~

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27.2 The employee must apply and obtain written approval of the Director of Labor Relations in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. ~~The Total~~ tuition reimbursement expenditures shall be capped at one thousand dollars (\$1,000) per employee and ten thousand (\$10,000) dollars per fiscal year for all the entire bargaining unit members per fiscal year. The employee must remain in City employment for a period of one year after payment for course(s). If the employee leaves prior to one year, he/she will reimburse the City ~~of for any tuition reimbursement received for such course(s) training.~~

IV BENEFITS

ARTICLE 28 - MEDICAL HEALTH AND LIFE BENEFITS

28.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents ~~as follows described below.~~ Hereinafter in this article and CBA, the term 'Health Benefits' shall include all benefits listed in this article.

A) ~~"Medical and Prescription Benefits" in accordance with the City of Bridgeport / Bridgeport Board of Education Medical Connecticut Partnership Plan (including Schedule of Benefits, a copy summary of which Schedule is attached to this Agreement as Appendix E (the "Medical Plan").~~

B) ~~Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment shall be five dollars (\$5.00) for generic drugs; ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy 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 doubles at retail. Such double co-payment shall only apply to drugs which can be ordered by mail. There shall be a limit of a thirty (30) day supply for any single prescription or refill of a prescription for prescription drugs at retail.~~

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

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~~DC~~ The VSP (Vision Service Plan), or its equivalent, as outlined and attached hereto as Appendix F.

- 28.2** The City provide and pay for the cost of a Group Life Insurance Policy the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment for all employees.
- 28.3** Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s).
- 28.4** For eligible employees who retire on or after the first day of this Agreement and their enrolled eligible surviving spouses, if any, the City will provide and pay for benefits under the ~~Medical Plan~~ Connecticut Partnership Plan or a supplemental plan to Medicare Part B offering benefits equal to the Connecticut Partnership Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein until they reach Medicare eligibility. For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: (A) "retiree" shall mean employees who: (1) have completed fifteen (15) years of continuous municipal service and are age fifty five (55) or who have completed twenty five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and (B) retirees must accept and pay for any premiums for Medicare Part B coverage if eligible.

The parties agree to attach a schedule of existing Union employees who are covered under this Agreement when the collective bargaining agreement is executed.

Effective July 1, 2011, for employees hired on or after July 1, 2011, for purposes of this article "retirees" shall mean employees who: (a) have completed twenty-five years of continuous municipal service regardless of

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age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of CMERS.

It is the intent of this provision that all ~~current~~ Union members hired prior to 7/1/2011 shall be "grandfathered" under the terms of this new agreement. Any ~~newly member~~ hired or promoted ~~employees~~ into the Union between 7/1/20221 and 7/31/2015 shall only receive retiree medical benefits after twenty-five years of service.

- 28.5** Members of the bargaining unit hired after December 31, 2015 will not be entitled to ~~post-retirement~~post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall receive be-eligible for post-retirement health benefits upon retirement if they meet the eligibility requirements described in this article.
- 28.6** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension. For terminated employees, the City shall provide such coverage for the employee only but not for dependents, provided that the employee has filed a timely grievance and timely appeals through Step 5-3 of the grievance procedure and for that period of time until a final decision on the grievance has been rendered in arbitration.
- 28.7** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 28.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans as specified in Section 28.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.
- 28.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 28.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 28.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the

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substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 28.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 28.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

28.9 The City shall provide a payment in lieu of health benefits for employees who waive such coverage, in the amount of two thousand (\$2,000) dollars per year, payable in installments of \$1,000 in December and \$1,000 in June. Effective as of the first day of this contract, the City shall provide a payment in lieu of health benefits for employees who waive such coverage, in the amount of one thousand (\$1,000) dollars per year, payable in installments of \$500 in December and \$500 in June.

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28.10 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.

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

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

Effective upon ratification of this 2020-2024 CBA, members of the Union hired on or after July 1, 2011, who currently pay a premium cost share (PCS) higher than 25%, shall have their health benefits premium cost share (PCS) contribution reduced to 25%. Thereafter, this PCS percentage shall increase by 1% per year on July 1st of each year, until a cap of 33 and 1/3 % is reached.

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

~~New members (hired after July 1, 2011), during the term of this bargaining agreement, shall start at twenty-five percent (25%) PCS contribution. There will be one percent (1%) increase each year for the PCS contribution up to fifty percent (50%). This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during the entire period of retirement.~~

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

For purposes of this Section (and wherever applicable elsewhere in this Article), "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or, if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").

28.12 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.

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

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B) If any employee who retires on or after July 1, 2001 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage shall not exceed in premium cost to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in such coverage. The Medical Benefits provided by the City of Bridgeport shall remain secondary to those other Medical Benefits obtained by the retiree, except that in the event the retiree shall not be eligible for alternate coverage, where the retirees' premium cost would be less than the retiree's premium cost for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have alternate coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contributions.

~~28.14 Effective July 1, 2016, the parties agree to reopen the contract to solely bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract solely on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.~~

ARTICLE 29 – PENSION PLAN

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

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

ARTICLE 30 – EMPLOYEE ASSISTANCE PROGRAM (“EAP”)

30.1 The City recognizes that a wide range of problems not directly associated with one's job function can have an undesirable effect on an employee's job performance. The City also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems. It is in the interest of the employee, the employee's family and the City to provide an employee with a service which deals with such persistent problems.

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

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- 30.3** The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.
- 30.4** Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.
- 30.5** To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

ARTICLE 31 - WEARING APPAREL

- 31.1** The City shall provide to any City employee required to wear protective clothing, his/her own protective clothing of good quality and condition. Such clothing shall consist of rain gear, boots, gloves and goggles. Sanitation employees shall be provided by the City with work clothes of good quality consisting of shirt, jacket and pants. A committee of two (2) union representatives and two (2) City representatives shall be formed to review the protective clothing requirements of all bargaining unit jobs.
- 31.2** The City shall provide work clothes of good quality, consisting of shirt, pants, and jacket, to any employee covered by this agreement, who in order to perform his/her job is required to perform manual labor, or any employee who is required to wear a uniform.
- 31.3** The City will issue safety boots to employees as required by OSHA. Boots will be replaced on a one (1) year cycle. If an employee can demonstrate that their boots have worn out or been damaged beyond use by City job activity, then at the discretion of management, the boots can be replaced off-cycle at the City's expense.

V. HOLIDAYS AND LEAVES

ARTICLE 32 - HOLIDAYS

- 32.1** All members of the bargaining unit shall be paid and have the following days off as holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Juneteenth, Memorial Day, Independence Day, Labor Day,

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Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and any holidays officially proclaimed as such by the President of the United States of America, the Governor of the State of Connecticut, or by the Mayor of the City.

- 32.2** If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. Employees in seven (7) day operations will celebrate the holidays on the days they occur.
- 32.3** If any employee is required to work on a holiday, he/she shall be paid ~~double-time~~ at the overtime rate of 1.5X plus holiday pay.
- 32.4** Employees are required to work the day before a holiday and the day after a holiday, as defined in Section 32.1 in order to receive pay for the holiday, unless excused in advance on either day for reasons acceptable to the City. Such excusal shall not be unreasonably withheld. Any dispute arising hereunder shall be subject to the provisions of Article 21.
- 32.5** Any employee in seven (7) day operation who has been scheduled and has worked on nine (9) holidays, five of which must be the following: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, in any contract year shall receive a premium payment of three (3) days pay, or if agreed to by the affected employee and his/her supervisor, three (3) days off, in the last pay period of the contract year.

ARTICLE 33 – VACATIONS

- 33.1** Vacations of employees covered by this contract shall be in accordance with the ordinances of the City, which are now in effect, and which provide for such vacations, including pro-rated vacations for all part-time employees covered by this agreement.
- 33.2a** Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the contract year such service is rendered.
- 33.2b** In each contract year any employee with one (1) or more years of continuous municipal service, but less than five (5) completed years of such service, shall receive two (2) weeks vacation with pay.
- 33.2c** In each contract year any employee with five (5) years or more of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks vacation with pay.

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

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

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

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

~~33.5. Employees with four (4) weeks or more vacation in addition to the carryover option set forth above, may elect to work two (2) vacation weeks at their regular weekly compensation and to receive, in addition, vacation pay for the weeks 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.~~

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~~33.6 Employees who have not carried over from the prior year who are eligible and elect the payout option will be paid in accordance with the current contract year/vacation year weekly rate. An employee who has carried over a week from the prior year and properly elected the payout option, shall be paid at the rate in effect when the vacation time was earned. All payouts shall be paid to the employee at the end of the vacation year in which the election is made.~~

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~~33.7 All vacation carry-over or payout elections made pursuant to this article must comply with the provisions of the existing City's Vacation Carry-Over policy. Non-compliant elections shall be null and void.~~

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

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ARTICLE 34 – SICK LEAVE

34.1 For employees hired prior to July 1, 1992, sick leave shall be earned at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months of employment. For employees hired after July 1, 1992, sick leave shall be earned, at the rate of ten (10) days per year. (.833 days for each calendar month of service). These days shall be granted five (5) days on July 1st and five (5) days on January 1st of each year. Work performed for less than these six (6) month periods shall render these amounts adjusted on a pro-rata basis. For employees hired on or after the ratification date of this 2020-2024 CBA, unused sick leave days as of December 31st of any year will be lost and may not be carried forward or accumulated from year to year.

34.2 For employees hired prior to the ratification date of this 2020-2024 CBA, ~~a~~All unused sick leave of any employee during continuous employment shall be accumulated to two hundred and thirty (230) days. Sick Leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.

- A. A medical certificate, acceptable to the appointing authority will be required for any absence of three (3) or more consecutive working days.
- B. In order to be paid sick leave benefits an employee must call in one (1) hour prior to the start of his/her shift.
- C. An employee who is absent without leave or without calling in for five (5) days or longer will be considered to have resigned from employment with the City.

34.3 For employees hired on or after the ratification date of this 2020-2024 CBA, the City will provide a short term/long terms disability plan under which the plan administrator/insurer will pay for any absence due to off-duty sickness or injury after such absence shall exceed seven (7) working days in duration. Such payment will be at the rate of sixty percent (60%) of the employee regular straight time salary and shall not be subject to federal income taxation in accordance with applicable federal tax law. The terms and conditions of the short term/long term disability plan shall be provided for in the insurance policy and provided to the union. The City may change insurance carriers for such plan provided that the essential terms and conditions are not adversely affected thereby. The employees will be responsible for applicable income taxes on the premium value for the short term/long term disability policy. Employees must submit to the plan

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administrator any required claim form and medical and/or other documentation of their claim and disability.

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34.34 Upon Retirement, for employees hired prior to the ratification date of this 2020-2024 CBA, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated.

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

B. Upon the death of the employee, the amount of sick leave time accumulated pursuant to the provisions of Section 34.2 shall be payable to his/her beneficiary as designated under CMERS.

Employees hired on or after the ratification date of this 2020-2024 CBA, with an existing accumulated balance of sick leave based upon municipal service with the City, shall have such accumulated balance frozen at the current rate of pay in effect on January 1, 2022.

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A. Such accumulated balance shall be paid out to any retiring employee upon retirement from City service on a lump sum basis of fifty percent (50%) of such accumulated balance.

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B. Upon the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her beneficiary, as designated by the employee, under the terms of the Connecticut Municipal Employees Retirement System ("CMERS"), as if such employee had retired.

~~34.4 The City shall be responsible for the administration of all provisions of this Article. An employee may request a report of his/her sick leave accumulation and use annually. Such request shall be submitted in writing with a copy to the Labor Relations Office. The City shall respond to the employee in writing within thirty (30) days.~~

34.5 Employees who have no absences on sick leave and/or short term/long term disability and/or worker's compensation leave during any one (1) year period from January 1st to December 31st, commencing with January 1, 2022, will be paid a perfect attendance bonus of Four hundred dollars (\$400.00). The City will use its best efforts to make such payment prior to January 31st.

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34.6 The City shall maintain a system for tracking employees' accumulation and use of sick leave and shall periodically advise the employees of this

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information. Employees may make an individual inquiry to such information annually.

ARTICLE 35 - PERSONAL LEAVE

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

ARTICLE 36 - BEREAVEMENT

Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing with the day of death. If there are unusual circumstances, the employee may request additional time off. For the purpose of this Article, the term "immediate family" shall mean and include the following: spouse, mother, father, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, step-parents and foster parents. In addition, such employee shall be granted leave with pay of one (1) day to attend to funeral or wake of an aunt, uncle, daughter-in-law and son-in-law

ARTICLE 37 - LEAVES OF ABSENCE

37.1 The department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one year, except that a six (6) month hardship extension may be granted with the approval of the Director of Labor Relations. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be approved in writing by the department head and the Director of Labor Relations.

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

37.2 Any employee who becomes medically disabled and is unable to perform their normally assigned duties shall submit a written statement from their

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physician indicating their present physical condition, the nature of the medical disability, the limitations to which that disability imposes upon their ability to continue with their normally assigned duties, and the probable duration of the disability.

- 37.2a** Any employee so medically disabled shall be granted any benefits provided for short term disabilities (which, during the duration of this contract there are none) and paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such disability.
- 37.2b** Any employee medically disabled and who uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.
- 37.2c** Any employee previously disabled must return to their position when they are physically able to perform their duties. The City may require medical proof of any disability which it considers unduly long in duration.

ARTICLE 38 – FAMILY LEAVE AND MEDICAL LEAVE

All eligible employees covered by this contract are entitled to all benefits provided by the 1993 Federal Family and Medical Leave Act (FMLA).

ARTICLE 39 – WORKER'S COMPENSATION

- 39.1** In the event that an employee is required to be absent from work due to a job related accident, and as a result thereof, has been determined to be entitled to compensatory Worker's Compensation payment pursuant to the State Statute, such employee shall be paid the difference between eighty percent (80%) of that employees regular straight time weekly earnings and the amount of the weekly Worker's Compensation pay for each of the third (3rd) to twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases, and no differential payment shall be made in any such case.
- 39.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 34.2 of this Agreement.
- 39.3** Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation Managed Care Plan, as it may be modified from time to time,

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by the Plan Administrator with the approval of the Workers' Compensation Commission.

- 39.4** If an employee on Workers' Compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally no longer than three (3) months, and are designed to return the employee back to his/her regular work.
- 39.5** Subject to the limitations provided in Section 37.1 of this Agreement, Workers Compensation leave will be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical improvement.

ARTICLE 40 – JURY DUTY

For each of its employees who is summoned to serve on a jury in the Superior Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period, subject to the following provisions: Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the City reimbursement provided herein for required jury duty more often than once in a fiscal year.

VI. MISCELLANEOUS

ARTICLE 41 – NON-DISCRIMINATION

During the term of the Agreement, neither party shall discriminate against any employee because of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation political affiliation or union membership in a manner contrary to state or federal law. The Union agrees to fully cooperate with the City regarding its obligation under the Americans with Disabilities Act or its obligation under any other provision of law affecting this article. Use of the male or female gender in this Agreement is intended to apply equally to the other.

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ARTICLE 42 – RESIDENCY

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

ARTICLE 43 – SAVINGS CLAUSE

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

ARTICLE 44 – SUCCESSORS AND ASSIGNS

- 44.1 This Agreement and its provisions to the extent allowed by applicable law shall be binding upon the City, all the City's successors and assigns and upon Local 1303-468 and all the Local's successors and assigns.
- 44.2 Unless otherwise limited by the contract, the City agrees that it will not sell, lease, assign or transfer any part, division, sub-division, department or unit of the Local 1303-468 bargaining unit without the requirement that the buyer lease or assignee agrees in writing that it will retain all present employees and recognize Local 1303-468 as the collective bargaining representative. In order to ~~insure~~ensure compliance with this requirement the City agrees to allow Local 1303-468 to review all contracts entered into between the third party and the City.
- 44.3 This clause may be enforceable under the arbitration clause of this Agreement or the Municipal Employees Relations Act.
- 44.4 The City agrees that in addition to any and all other legal actions and causes available, specific performance of the obligations under the successors and assigns article shall be a remedy available to Local 1303-468 in the event of a violation. Said specific performance may be preceded by injunctive relief prohibiting the sale, lease assign, transfer, or relinquishment.

ARTICLE 45 – TERMINATION

This Agreement shall be effective as of July ~~21, 2015-2020~~ and shall remain in full force and effect until June 30, ~~2020~~2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred and fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to

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modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

ARTICLE 46 – COPIES OF THIS AGREEMENT

Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this Agreement at time of hire. Council #4 Office is to receive five (5) signed copies of this Agreement from the City.

SIGNATURES

Dated: _____, ~~2018~~2022

For the City of Bridgeport:

For AFSCME, Council 4:

Joseph P. Ganim, Mayor

~~Patrick Sampson~~Norris Person, Staff
Representative

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

Ron Lupica, President
AFSCME, Local 1303-468

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APPENDIX A – LIST A

Entry Level Positions

- Airport Attendant
- Automotive Servicer
- Maintainer I Grade I
- Maintainer I Grade II

APPENDIX B – LIST B

Promotional Positions Requiring Posting (Article 14)

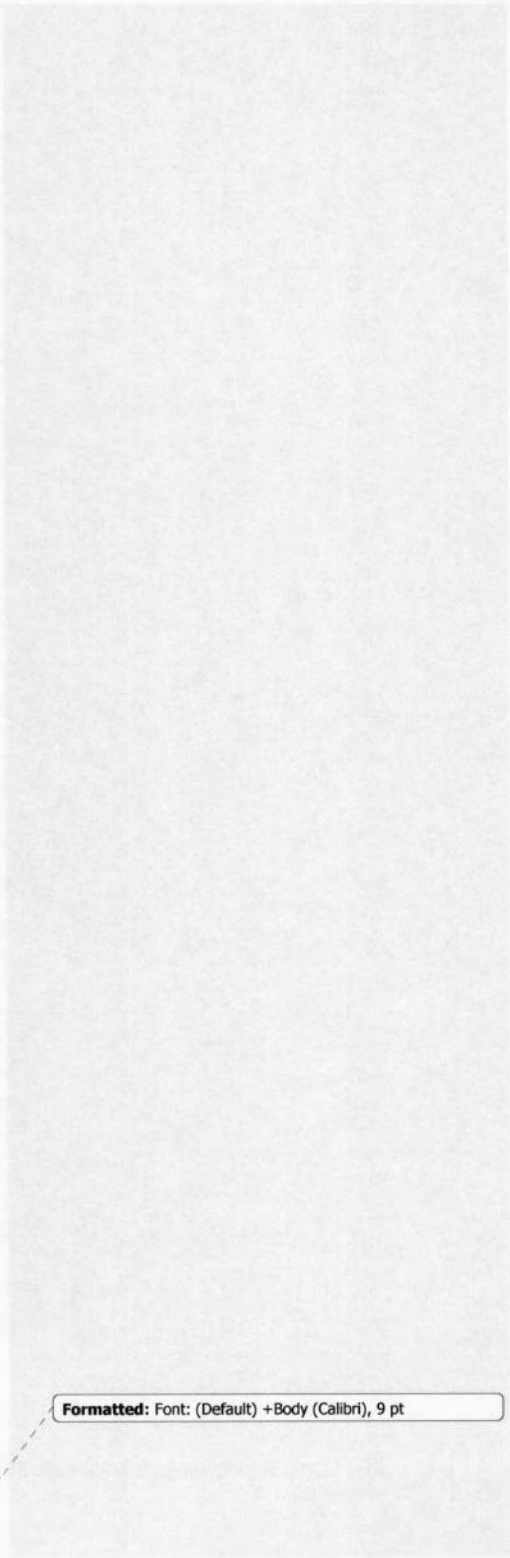
- Airport Serviceman I
- Airport Serviceman II
- Crane Operator
- Fleet Mechanic
- Kennel Person (Animal Shelter)
- Maintainer II
- Maintainer III
- Maintainer IV
- Maintainer V
- Sanitation Helper
- Tree Climber I
- Tree Climber II
- Welder

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APPENDIX C – MOU Establishing AFSCME 1303-468

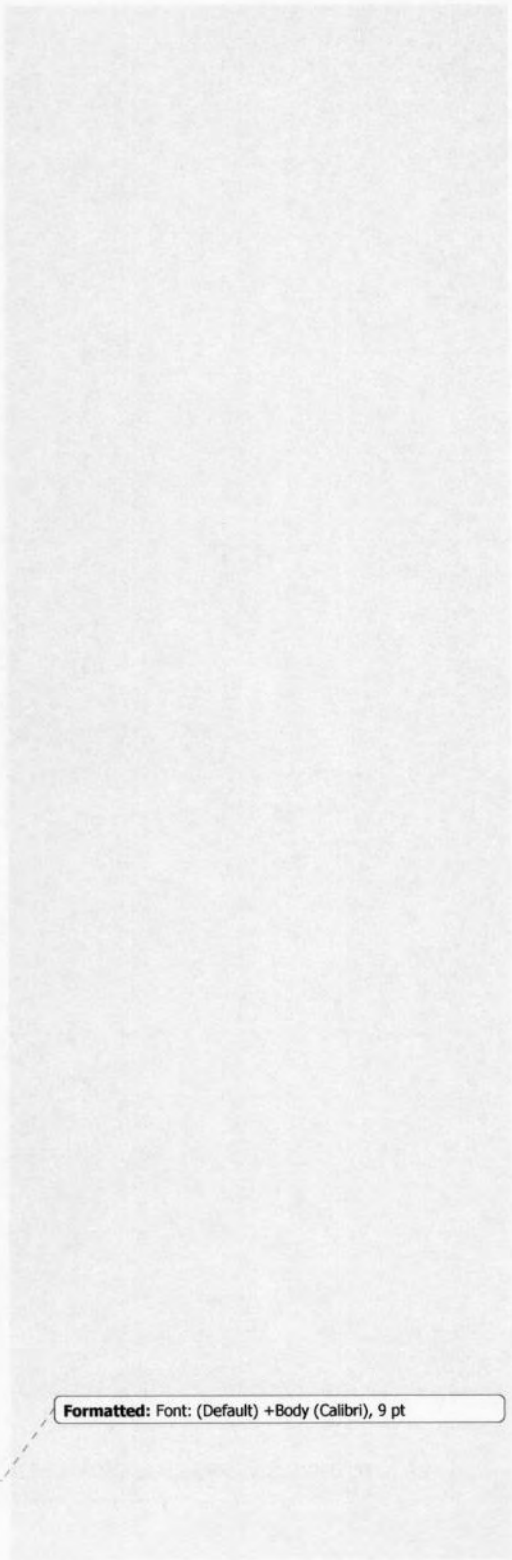
APPENDIX C
MOU Establishing
AFSCME 1303-468

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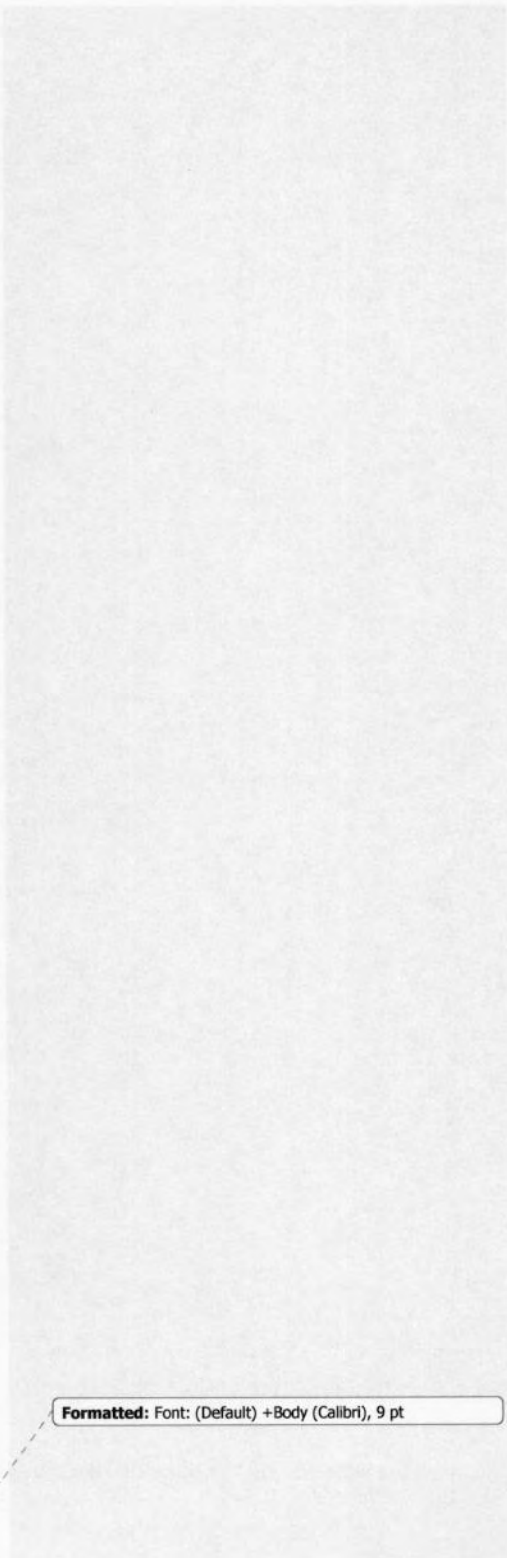
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APPENDIX D - Wage Tables



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APPENDIX E - Schedule of ~~Medical~~ Health Benefits

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APPENDIX F – Vision Benefits



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SIDE LETTER RE: 9293-MBA-410

**MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME, LOCAL 1303-468
AND CITY OF BRIDGEPORT**

DATED: May ____, 2018

The decision of the State Board of Mediation and Arbitration Labor Department Case No. 9293-MBA-410, dated February 16, 1995 entitled in the Matter of the City of Bridgeport and AFSCME, Council 4, Local 1522 is hereby incorporated by reference into this Agreement for AFSCME 1303-468, dated July 21, 2015-2020 to June 30, 2020-2024.

FOR THE CITY

FOR THE UNION

~~Janene Hawkins~~Eric Amado
Staff Representative
Labor Relations Director

~~Norris Person~~Patrick Sampson,
AFSCME, Council 4

Ronald Lupica, President
AFSCME, Local 1303-468

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AGREEMENT
BETWEEN THE
CITY OF BRIDGEPORT
AND
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
LOCAL 1303-468, COUNCIL 4

JULY 1, 2020 TO JUNE 30, 2024

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This Agreement is entered into by the City of Bridgeport, (the "City" or the "Employer"), and Local 1303-468 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, (the "Union").

I. THE UNION AND UNION SECURITY

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and conditions of employment for all of those employees of the City indicated in the July 2, 2015 Memorandum of Understanding between the City of Bridgeport and The City of Bridgeport, Local 1303-468 of Council 4, AFSCME, AFL-CIO and Local 1522 of Council 4, AFSCME, AFL-CIO. Copy attached as Appendix C.
- 1.2 The Union recognizes the Mayor of the City or his/her designated representative, or representatives as the sole representative(s) of the Employer for the purpose of collective bargaining.
- 1.3 The Union and the City agree to bargain in good faith on all matters relating to wages, hours and other conditions of employment.

ARTICLE 2 – CHECK-OFF

- 2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by law, Union dues for such deduction period shall be deducted in the first dues deduction pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the City.
- 2.2 The dues deduction for the Union shall be made during each employee's respective pay period and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.

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

ARTICLE 3 – BARGAINING UNIT

- 3.1** This Agreement applies to and includes all positions listed in Schedule A of the 7/2/2015 MOU between the City and the Union (Appendix C)
- 3.2** Part-time employees who work twenty (20) hours or more per week are excluded from the bargaining unit; those who work less than twenty (20) hours per week are excluded.
- 3.3** The inclusion of a newly established classification will be a subject for negotiations between the City and the Union.
- 3.4** Any dispute whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

ARTICLE 4 – UNION ACTIVITIES

- 4.1** The City agrees that the Union officer or steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself/herself from his/her work area may be withheld by the supervisor only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible.
- 4.2** Union officials may attend meetings for the purpose of negotiations during working hours without loss of pay.
- 4.3** Union officials may attend meetings during working hours without loss of pay, when such meetings are requested and approved by the Labor Relations Director of the City or his/her designee.

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

ARTICLE 5 – VISITS BY UNION REPRESENTATIVES

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

ARTICLE 6 – BULLETIN BOARDS

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

ARTICLE 7 – SENIORITY AND PROBATION

- 7.1 Seniority shall mean the length of service to the municipality. Such seniority shall apply to the employee's rights in case of layoff, re-employment, transfer, bidding, promotion, and vacations as provided in this Agreement.
- 7.2 For the purpose of this article and section, an employee's seniority shall be their most recent date of hire.
- 7.3 New employees (non-seasonal) shall have a probationary period of one hundred and eighty (180) workdays, which shall not include sick or other absent days, and upon successful completion of this period they shall be classified as permanent employees. The probationary period shall be counted as part of the seniority period after the employee is considered permanent.

Benefits for probationary employees shall begin on the ninetieth (90th) workday. Termination or other discipline of a probationary employee shall not be arbitrable and the sole and exclusive remedy shall be the grievance procedure under Article 21 through Step 2.

- 7.4 The City shall deliver a list of employees with seniority, classification and rate of pay to the Union within ninety (90) days of the signing or anniversary date of this Agreement.
- 7.5 Employees who are promoted out of the bargaining unit shall have the right, in the event the employee fails the probationary period or becomes ineligible for the position because of testing, to bump back into the bargaining unit position he/she previously held. If said employee returns back to the bargaining unit, he/she shall be the least senior for assignment of positions within the department. Seniority for this purpose shall be the date on which said affected employee returns to the bargaining unit. This period of time shall be no longer than six (6) months.
- 7.6 If the City desires to extend an employee's probationary period beyond that specified above, such extension will not be pursued until the City has consulted with the union. Any dispute regarding an extension of probation shall be subject to the grievance procedure.

ARTICLE 8 – LAYOFF AND RECALL

- 8.1 For purposes of this Section, seniority shall mean total length of service within the municipality as defined above.
- 8.2 Employees shall be laid off in the following order: (a) part-time; (b) probationary; and (c) regular full-time.
- 8.3 In the event that the City makes a reduction in the number of employees in an established job by title for which a Civil Service examination is not required, employees with the least seniority in that job will be laid off first. Subsequent recalls to open positions in that particular job and job title shall be made in the reverse order of the lay-off. An employee shall retain his/her seniority status and right of recall in the specific job title for twenty-four (24) months following the date of his/her lay-off. If the employee refuses recall to an opening in the position from which he was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 8.4 A bargaining unit member subject to being laid off shall have the right to bump to an equal or a lower classification in the Civil Service code group

provided he/she has the ability to do the work required without further training and has greater seniority than the least senior employee in the equal or lower classification.

- 8.5 No new persons will be hired for assignment to an open classification that is required to be filled, so long as employees laid off from the classification retain seniority status and right of recall to jobs in that classification

ARTICLE 9 – TOP SENIORITY

Four (4) Officers and six (6) Stewards of the Union shall have top seniority in the event of a layoff and recall. The Union shall notify the City in writing, at least semi-annually, of the names and employment location of each employee covered by this Article.

ARTICLE 10 – SUBCONTRACTING

The City agrees that it will not contract or subcontract any work presently being performed by employees in the bargaining unit in the Department of Public Facilities. This shall not prevent the City from contracting or subcontracting for supplementary or emergency service which employees in the bargaining unit are unable to perform during their regular hours of work.

II. MANAGEMENT AND THE WORKPLACE

ARTICLE 11 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion to: recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel, determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position, subject to the provisions of Section 13.1, and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; contract for services with other units of government and/or private contractors for the provision of services to or by the City, subject to the provisions of Article 10; determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's

exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act, Conn. Gen. Statute. #7-467, et seq).

ARTICLE 12 – DRUG AND ALCOHOL TESTING

The City reserves the right to conduct drug and alcohol testing. The procedures and requirements shall be consistent with the Connecticut General Statutes and U.S. Department of Transportation regulations.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

- 13.1** The parties acknowledge the value of job function flexibility and agree to the negotiated job descriptions of Maintainer I through Maintainer V. An employee may be assigned to perform work in a higher level and will be paid at the wage step at the "acting" maintainer level, which will increase his/her wage rate by not less than ten percent (10%) over his/her regular wage rate. The percentage applied shall not increase an employee's "acting" wage rate by greater than the maximum wage rate of the maintainer level for which he/she is acting. An employee may be temporarily assigned to perform work in a lower level and will not suffer any reduction in pay as a result. The City agrees that assignments shall be for sound business or operating reasons, and, where practicable, seniority. The City shall endeavor in good faith to make these assignments consistent with the principle of distributing them as equitably as practicable. Job function flexibility is designed to increase the flexibility of staff to allow existing employees to cover, for absenteeism on a non-premium pay basis, reduce work practice overtime and increase assignment (job) flexibility.
- 13.2** All employees covered by this Agreement will work a forty (40) hour week.
- 13.3** Maintainer III's assigned to operate sanitation vehicles on daily scheduled sanitation routes shall work from 3:00 a.m. to 11:30 p.m., eight (8) hours per day, forty (40) hours per week, Monday through Friday on an incentive basis. The City shall have the right to operate two-man (2) sanitation crews. The City retains the right to assign any appropriate bargaining unit personnel to the sanitation function on a per route basis. However, for assignments to fill the odd position at the start of the sanitation shift, the City shall utilize the following procedure. Individuals in Public Facilities interested in working this assignment shall express this interest by signing a posting that will be made available every six (6) months. If there is no interest expressed in this assignment, it will be filled by using sound business reasons and, where

practicable, seniority. The city shall endeavor in good faith to make these assignments consistent with the principal of distributing them as equitably as practicable. Employees who do not avail themselves of the opportunity to work this assignment shall be charged as if they had worked.

Recycling routes will operate from 3:00 AM to 11:30 PM.
No night differential will be paid in conjunction with these hours.

It is agreed that the work schedules may be changed at the discretion of the Director of Public Facilities at any time with two (2) weeks' notice to the Union.

- 13.4 Unless, in the opinion of the Director of Public Facilities, operating conditions or customer services needs dictate otherwise, summer hours in the below listed areas will be allowed from June 21 thru September 21 of any given year as follows:

- Roadway: 6:00 AM to 2:30 PM
- Airport: 6:00 AM to 2:30 PM

No night differential will be paid in conjunction with these hours.

It is agreed that the work schedules may be changed at the discretion of the Director of Public Facilities at any time with two (2) weeks' notice to the Union.

- 13.4A Two staggered shifts for Public Facilities mechanics assigned at the City garage - First shift will start at 4AM including seasonal shifts specified in § 13.4, second shift starts three (3) hours later. The number of mechanics assigned to each shift will be determined by the Public Facilities Director and can change depending on the needs of the City. The difference (hours) in starting time between the first and second shifts, and the number of mechanics assigned to each shift may be evaluated annually and adjusted depending upon the needs of the business.

Work hours for **mechanics assigned to the Police Dept. garage** will be at the discretion of the Police Department based on the needs of the department.

- 13.5 The City will provide a designated representative of the Union, all requested information concerning scheduling and/or balancing of the routes.
- 13.6 Supervision shall make overtime assignments consistent with the principle of distributing as equitably as practical among the employees holding the job affected by the overtime assignment.

- 13.7 An employee will work overtime when requested to do so by supervision. Employees shall be notified of such assignment as soon as practicable. Employees who do not avail themselves of the opportunity to work overtime shall be charged as if they had worked.
- 13.8 In the event that all employees refuse or are not available to work overtime, the least senior employee in the classification and the area affected by the overtime work, must work such overtime. In the event of a weather-related emergency (e.g., ice storm, hurricane, tornado, etc.) or disastrous event (e.g., public health pandemic, bombing, etc.); or an emergency declared by the Mayor, no one can refuse to work overtime.
- 13.9 A record of overtime hours worked by each employee in each department or division shall be posted monthly in each department's bulletin board. Employees acting in a job shall be considered as working that job for purposes of overtime distribution for: a) the balance of any consecutive work day assignment over five (5) working days; and b) overtime at the beginning or end of a shift for the job to which they are assigned. Such employees will not be eligible for overtime in their regular job assignment when eligible as provided above.
- 13.10 The City and the Union agree that the City shall be broken into five (5) districts for the purpose of Sanitation Collections, Recycling and Public Works. The parties realize that the number of districts, the number of garbage routes and recycling routes are to be monitored and discussed on an ongoing basis. The Union and the City agree that garbage routes will be staffed by a two (2) person crew except in those limited situations where a three (3) person crew is required if any. The parties agree to negotiate concerning these limited situations.

ARTICLE 14 – JOB BIDDING AND POSTING

- 14.1 It is the intent of the City and the Union to provide promotional opportunities through the use of a position bidding and a position posting system. It is in the interest of the City and the Union that the City hire for entry level positions - List A positions; thereafter the employee bids for promotions to list B positions, as promotional vacancies occur subject to job required qualifications and seniority. Any disputes as to qualifications shall be subject to the grievance procedure.
- 14.2 When a vacancy exists in a List "A" (Appendix A) position, the position shall be filled in accordance with established City hiring policies.
- 14.3 When a vacancy exists in a List "B" (Appendix B) position within a department, the City shall post the vacancy for five (5) days. Copies of all List

"B" bid postings shall be sent to the Union President. All senior employees within the department may bid for such vacancy. The senior employee who bids, if qualified shall be given the first opportunity to fill the position. If an employee refuses or is found unqualified the position shall go to the next qualified employee. There will be a break-in and probationary period of sixty (60) days. Probationary periods for promoted employees will not be extended without prior consultation with the union.

- 14.4 Employees shall be allowed one (1) successful bid per year. Any employee who bids for a position on a List "B" position shall be precluded from bidding for a period of one (1) year from the date of said successful bid. Successful bid for the purposes of this section shall be a bid which assures the employee incumbency in the position bid for.
- 14.5 The seniority and posting provisions of this section will not apply to vacancies for positions outside of the bargaining unit.

ARTICLE 15 – SHIFT PREFERENCE

- 15.1 Shift preference will be granted on the basis of seniority within classifications as openings occur. Such preferences shall be exercised first by employees within a division. If no employees within the division exercise such preference, then employees within the department will be given preference by seniority.
- 15.2 Any employee who is scheduled to report for and who presents him/herself for work, as scheduled shall be assigned at least four (4) hours work on the job for which he/she was scheduled to report. If work in the job is not available, the employee shall be excused from duty, and paid at his/her regular rate - straight or overtime. When an employee reports for and starts to work as scheduled, and is excused from duty before completion of four (4) hours work the employee shall be paid at his/her regular rate, for four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

ARTICLE 16 – TRANSFERS

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

ARTICLE 17 – REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute paid rest period during the morning one-half shift. Effective with the ratification of

the 2020-2024 CBA, the afternoon 15-minute rest period will be annexed to the 30-minute lunch period for an effective 45-minute lunch period. The morning rest period will not be annexed to lunches. Employees, who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 18 – TRAINING

- 18.1** The City shall establish on the job training programs from time to time to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training. If training is conducted outside normal working hours, no compensation will be paid to employees undergoing training. From the qualified applicants, assignments to training will be in order of seniority.
- 18.2** In the selection of trainees, qualified applicants will be determined by the employee's expression of interest, aptitude and work record.
- 18.3** A joint committee will be established to review training issues which may be of mutual interest.

ARTICLE 19 – SAFETY AND HEALTH

- 19.1** Both parties to this agreement shall hold themselves responsible for mutual cooperative enforcement of OSHA safety rules and regulations.
- 19.2** A joint safety committee will be established to study both facilities and equipment utilized by employees who are covered by this agreement. The committee will make reports and recommendations to the Mayor and/or the City's Chief Administrative Officer (CAO) as the situation may require. The Union will appoint three (3) members to the committee. The City's Director of Public Facilities will appoint three (3) members. The Mayor shall appoint the seventh (7th) person to act as chairperson.

ARTICLE 20 – DISCIPLINARY PROCEDURE

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

- 20.2** All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which disciplinary action is being applied.
- 20.3** Disciplinary action shall include any verbal warning, written warning, suspension without pay, or discharge. The City and the Union agree that the City may take summary action for grave or serious offenses. However, before any summary action is taken by the City for grave or serious offenses, the City shall meet, if practical, with the Union President or a steward regarding the action the City is taking for such offense, in an effort to resolve the dispute.
- 20.4** All disciplinary actions shall be appealed through the established grievance procedure.
- 20.5** All suspensions and discharges will be stated in writing and transmitted by certified mail, return receipt requested, to the address last provided by the employee. In suspension and discharge cases the Union will be notified of the action, by copy of the letter directed to the employee, transmitted to the Union office by certified mail, return receipt requested.
- 20.6** Verbal and written warnings shall be removed from disciplinary record after eighteen (18) months upon the employee's written request.
- 20.7** Suspensions and terminations for employees who have successfully completed their probationary period of employment will be for just cause only.

ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE

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

Step 1: The grievance must be reduced to writing and presented to the employee's Department Head within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. Such grievance must contain the following information:

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

The department head shall respond to the Union Steward or the Chief Steward in writing, within five (5) working days.

Any disposition at this verbal level will not be cited as precedent by either party.

Step 2: If the grievance remains unadjusted, it shall be submitted by the Chief Steward to the Labor Relations Director of the City within five (5) working days after the response of the department head is due. Within one week after submission, a meeting will be held between the Union Local President and the Staff Representative of Council #4 and a Labor Relations Director or his/her designee. The Labor Relations Director or his/her designee shall respond to the grievance, in writing within five (5) working days with copies to the Local President and the Council #4 Staff Representative.

Step 3: If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the State Board of Mediation and Arbitration. Said Board shall hear and act on such disputes in accordance with its rules and regulation. The arbitrator(s) shall limit their decision strictly to the application, meaning or interpretation of the provision of this agreement. The arbitrator's shall not add to nor subtract from the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issue(s) submitted.

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

21.3 Expenses for the arbitrator(s) services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

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

- 21.5** Grievances initiated by the employer shall be processed in this same manner, but they may be initiated at Step 2.
- 21.6** Nothing contained in this Article shall prevent any employee from processing his/her own grievance through Step 2 of the grievance procedure, providing that the Union shall be promptly notified of such grievance as it is being processed and shall have the right to participate at each step.
- 21.7** Only the Union shall have the right to process the grievance to Step 3 of the grievance procedure and to final and binding arbitration. The employee shall have the right to be present at each step of the grievance procedure including arbitration.

II MONETARY PAYMENTS

ARTICLE 22 – WAGES

- 22.1a** Effective July 1, 2020, the annual wages of employees shall be increased by two and one-half percent (2.5%) (See Appendix D).
- 22.1b** Effective July 1, 2021, the annual wages of employees shall be increased by two and one-half percent (2.5%) (See Appendix D).
- 22.1c** Effective July 1, 2022, the annual wages of employees shall be increased by two and one-half percent (2.5%) (See Appendix D).
- 22.1d** Effective July 1, 2023, the annual wages of employees shall be increased by two and one-half percent (2.5%) (See Appendix D).
- 22.2** The City shall have discretion to hire new employees at a higher step than entry level when recruitment needs so demand. The City shall give the Union notice within thirty (30) days of such hiring.
- 22.3** In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits.
- 22.4** In no event shall any additional monies received as a result of any other provision of this agreement be considered as a portion of an employee's regular annual, weekly, or hourly rate. The single and sole criterion for making a determination of any employee's annual weekly or hourly rate, shall be the salary being paid in accordance with the Wage Appendices.

- 22.5** In the event an employee is promoted, his/her new salary shall be arrived at by following the principle of a promotional increase being equal to at least a step increase in the employee's range prior to promotion.
- 22.6** All employees on an annual salary and who work a full calendar year shall be paid the wages of their classification based upon fifty-two (52) weeks.
- 22.7** Employees required to work in a higher classification than their normal classification shall be paid for the period of time worked. In the event an employee is required to work in a higher classification for more than three (3) consecutive months, he/she shall be paid the rate of the higher classification for all work time, vacation, holidays and sick time. If an employee is working out of classification in the same job for six (6) consecutive months without such assignment being broken for not less than ten (10) consecutive working days, then such job shall be posted in accordance with Article 14.
- 22.8** Overtime pay shall be paid to all employees who are required to work under any of the following conditions:
- A.** Time and one-half shall be paid for all work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week.
 - B.** Time and one-half shall be paid for all work performed on Saturday and/or Sunday as such, except that such rate shall not be paid to employees who are on a seven (7) day continuous operation wherein Saturdays and Sundays are part of the regular scheduled four (4) or five (5) day operation. These Employees shall be paid time and one-half for all work performed on the sixth (6th) and seventh (7th) day, as such, of their regular work week.
 - C.** Overtime shall be paid only once for the hours actually worked in accordance with the above overtime provisions so that there will be no pyramiding of overtime.
- 22.9** Effective July 1, 2016 all union members will be paid via direct deposit. Direct deposit advice (pay stubs) will be delivered via E-mail to an address provided by the member.
- 22.10** Regarding the step increases on the salary chart included as Appendix D in this CBA:
- A.** All new hired and promoted employees will remain at their hire or promotional rate, for one year. On the first day of the next month following their anniversary date (date of hire or date of promotion), the new hire or

promoted employee will be eligible for a merit increase to the next step, assuming the employee has satisfactorily completed his/her probationary period.

- B. The Union and the City agree that all existing employees covered by the salary charts, shall be considered for merit salary steps or grade increases on an annual basis, either in January or July of each year as applicable, except existing Maintainer I – Grade I's who are not at the top salary Step at the date of the signing of this Agreement.
- C. If the employee was a temporary seasonal employee hired without a break in pay, the time in service as a seasonal employee will be credited up to one year of service for eligibility for the merit increase to the next step. When an employee is promoted, that employee's anniversary date, for step increases purposes, will be the effective date of the promotion.

ARTICLE 23 – NIGHT BONUS/WEEKEND DIFFERENTIAL

- 23.1** The night bonus rate for employees at Maintainer III step 7 shall be reflected in their base rate. New employees hired after January 18, 1995, other than those at Maintainer III step 7, shall be paid the night bonus only for those hours actually worked on the second or third shift. Employees hired prior to January 18, 1995, other than these at Maintainer III step 7, shall receive the night bonus as per current practice.
- 23.2** There shall be paid to each eligible employee who works the second shift, a night bonus of one dollar and fifteen cents (\$1.15) for each hour worked on the second shift.
- 23.3** There shall be paid to each eligible employee who works a third shift, a night bonus of one dollar and thirty cents (\$1.30) per hour for each hour worked on the third shift.

ARTICLE 24 – RETROACTIVE PAYMENTS

The following provision shall be paid retroactively under this contract unless otherwise noted: all regular earnings, overtime, holiday pay, vacation pay, sick pay, and night bonus for second and third shift which may have been worked or earned between July 1, 2020 and the date on which this contract becomes effective. Retroactive payments shall be limited to employees actively on the City's payroll as of the date of execution of this agreement by both parties.

ARTICLE 25 – CALL-BACK PAY

When an employee is called in for work outside of his/her regular scheduled working hours, he/she shall be paid a minimum of four (4) hours at the

applicable overtime rate. This provision applies only when such call-back results in hours worked which are not annexed consecutively, to one end or the other of the working day.

ARTICLE 26 – LONGEVITY

- 26.1** Effective December 1, 2004, employees with ten (10) or more years of continuous service shall be paid annual longevity pay based upon seventy dollars (\$70.00) for each year of continuous service. Such payment shall not exceed eighteen hundred dollars (\$1,800.00), per annum
- 26.2** Employees hired after May 23, 2001 shall only be eligible to receive longevity pay as provided above after ten (10) years of continuous service.
- 26.3** Employees who leave the municipal service prior to December of any year shall receive longevity pay pro-rate for the period qualified.
- 26.4** In the case of an employee's death before December, the longevity payment shall be made on a pro-rata basis to the CMERS Beneficiary.
- 26.5** Any employee entitled to payment under the provisions of this Article shall be paid only once so that there will be no pyramiding of longevity payments.

ARTICLE 27 – CDL TRAINING COST REIMBURSEMENT

- 27.1** Effective October 1, 2020, for any employee who attends a truck driving school for Connecticut commercial driver's license (CDL) training and who successfully earns a CDL based on that training, the City shall reimburse the employee up to one thousand dollars (\$1,000) for the cost of tuition or course fees paid by the employee to the truck driving school. Payment shall be made within sixty (60) days of the City's receipt from the employee of the following:
1. Evidence that they have satisfactorily acquired a valid Connecticut CDL, and
 2. Copies of receipts, or other acceptable documents, showing the training costs paid by the employee to the truck driving school.
- 27.2** The employee must apply and obtain written approval of the Director of Labor Relations in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. Total tuition reimbursement expenditures shall be capped at one thousand dollars (\$1,000) per employee and ten thousand (\$10,000) dollars for the entire bargaining unit per fiscal year. The employee must remain in City employment for a period of one year after payment for course(s). If the employee leaves prior to one year, he/she will reimburse the City for any reimbursement received for such training.

IV BENEFITS

ARTICLE 28 – HEALTH AND LIFE BENEFITS

28.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as described below. Hereinafter in this article and CBA, the term 'Health Benefits' shall include all benefits listed in this article.

A) "Medical and Prescription Benefits" in accordance with the Connecticut Partnership Plan, a summary of which is attached to this Agreement as Appendix E.

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

C) The VSP (Vision Service Plan), or its equivalent, as outlined and attached hereto as Appendix F.

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

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

28.4 For eligible employees who retire on or after the first day of this Agreement and their enrolled eligible surviving spouses, if any, the City will provide and pay for benefits under the Connecticut Partnership Plan or a supplemental plan to Medicare Part B offering benefits equal to the Connecticut Partnership Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein until they reach Medicare eligibility. For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: (A) "retiree" shall mean employees who: (1) have completed fifteen (15) years of continuous municipal service and are age fifty

five (55) or who have completed twenty five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and (B) retirees must accept and pay for any premiums for Medicare Part B coverage if eligible.

The parties agree to attach a schedule of existing Union employees who are covered under this Agreement when the collective bargaining agreement is executed.

Effective July 1, 2011, for employees hired on or after July 1, 2011, for purposes of this article "retirees" shall mean employees who: (a) have completed twenty-five years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of CMERS.

It is the intent of this provision that all Union members hired prior to 7/1/2011 shall be "grandfathered" under the terms of this new agreement. Any member hired or promoted into the Union before December 31, 2015 shall only receive retiree medical benefits after twenty-five years of service.

- 28.5** Members of the bargaining unit hired after December 31, 2015 will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall receive post-retirement health benefits upon retirement if they meet the eligibility requirements described in this article.
- 28.6** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension. For terminated employees, the City shall provide such coverage for the employee only but not for dependents, provided that the employee has filed a timely grievance and timely appeals through Step 3 of the grievance procedure and for that period of time until a final decision on the grievance has been rendered in arbitration.
- 28.7** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 28.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans as specified in Section 28.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City

agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

- 28.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 28.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 28.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 28.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 28.1 of this Article and substitution may be proposed for any one or more of the specified coverages.
- 28.9** The City shall provide a payment in lieu of health benefits for employees who waive such coverage, in the amount of two thousand (\$2,000) dollars per year, payable in installments of \$1,000 in December and \$1,000 in June.
- 28.10** 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.
- 28.11** Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement) shall make a percentage contribution of Premium Cost for Health Benefits.

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

Effective upon ratification of this 2020-2024 CBA, members of the Union hired on or after July 1, 2011, who currently pay a premium cost share (PCS) higher than 25%, shall have their health benefits premium cost share (PCS) contribution reduced to 25%. Thereafter, this PCS percentage shall increase by 1% per year on July 1st of each year, until a cap of 33 and 1/3 % is reached.

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

For purposes of this Section (and wherever applicable elsewhere in this Article), "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or, if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").

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

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

B) If any employee who retires on or after July 1, 2001 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage shall not exceed in premium cost to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of

any buy-out program in such coverage. The Medical Benefits provided by the City of Bridgeport shall remain secondary to those other Medical Benefits obtained by the retiree, except that in the event the retiree shall not be eligible for alternate coverage, where the retirees' premium cost would be less than the retiree's premium cost for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have alternate coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contributions.

ARTICLE 29 – PENSION PLAN

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

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

ARTICLE 30 – EMPLOYEE ASSISTANCE PROGRAM (“EAP”)

30.1 The City recognizes that a wide range of problems not directly associated with one’s job function can have an undesirable effect on an employee’s job performance. The City also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems. It is in the interest of the employee, the employee's family and the City to provide an employee with a service which deals with such persistent problems.

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

30.3 The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.

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

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

ARTICLE 31 – WEARING APPAREL

- 31.1** The City shall provide to any City employee required to wear protective clothing, his/her own protective clothing of good quality and condition. Such clothing shall consist of rain gear, boots, gloves and goggles. Sanitation employees shall be provided by the City with work clothes of good quality consisting of shirt, jacket and pants. A committee of two (2) union representatives and two (2) City representatives shall be formed to review the protective clothing requirements of all bargaining unit jobs.
- 31.2** The City shall provide work clothes of good quality, consisting of shirt, pants, and jacket, to any employee covered by this agreement, who in order to perform his/her job is required to perform manual labor, or any employee who is required to wear a uniform.
- 31.3** The City will issue safety boots to employees as required by OSHA. Boots will be replaced on a one (1) year cycle. If an employee can demonstrate that their boots have worn out or been damaged beyond use by City job activity, then at the discretion of management, the boots can be replaced off-cycle at the City's expense.

V. HOLIDAYS AND LEAVES

ARTICLE 32 – HOLIDAYS

- 32.1** All members of the bargaining unit shall be paid and have the following days off as holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Juneteenth, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and any holidays officially proclaimed as such by the President of the United States of America, the Governor of the State of Connecticut, or by the Mayor of the City.
- 32.2** If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. Employees in seven (7) day operations will celebrate the holidays on the days they occur.

- 32.3** If any employee is required to work on a holiday, he/she shall be paid at the overtime rate of 1.5X plus holiday pay.
- 32.4** Employees are required to work the day before a holiday and the day after a holiday, as defined in Section 32.1 in order to receive pay for the holiday, unless excused in advance on either day for reasons acceptable to the City. Such excusal shall not be unreasonably withheld. Any dispute arising hereunder shall be subject to the provisions of Article 21.
- 32.5** Any employee in seven (7) day operation who has been scheduled and has worked on nine (9) holidays, five of which must be the following: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, in any contract year shall receive a premium payment of three (3) days pay, or if agreed to by the affected employee and his/her supervisor, three (3) days off, in the last pay period of the contract year.

ARTICLE 33 – VACATIONS

- 33.1** Vacations of employees covered by this contract shall be in accordance with the ordinances of the City, which are now in effect, and which provide for such vacations, including pro-rated vacations for all part-time employees covered by this agreement.
- 33.2a** Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the contract year such service is rendered.
- 33.2b** In each contract year any employee with one (1) or more years of continuous municipal service, but less than five (5) completed years of such service, shall receive two (2) weeks vacation with pay.
- 33.2c** In each contract year any employee with five (5) years or more of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks vacation with pay.
- 33.2d** In each contract year any employee with ten (10) years or more of continuous municipal service, but less than twenty (20) years of service, shall receive four (4) weeks of vacation with pay.
- 33.2e** In each contract year any employee with twenty (20) years or more of continuous municipal service shall receive five (5) weeks of vacation with pay.
- 33.3** Employees covered by this Agreement who receive two (2) or more weeks of vacation may exercise the option of carrying over from one vacation year to

the next vacation year, one week of unused vacation time. Any employee exercising this option is not eligible for advanced vacation payment for such week carried over.

- 33.4** Employees with three (3) weeks or more vacation in addition to the carry-over option set forth above, may elect to work one vacation week at their regular weekly compensation and to receive, in addition vacation pay for that week worked. An employee eligible for both carryover and pay out options may elect to take one or both options in any vacation year. Each employee must take at least one week of actual vacation.
- 33.5.** Employees with four (4) weeks or more vacation in addition to the carryover option set forth above, may elect to work two (2) vacation weeks at their regular weekly compensation and to receive, in addition, vacation pay for the weeks 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.
- 33.6** An employee who has carried over a week from the prior year and properly elected the payout option, shall be paid at the rate in effect when the vacation time was earned. All payouts shall be paid to the employee at the end of the vacation year in which the election is made.
- 33.7** All vacation carry-over or payout elections made pursuant to this article must comply with the provisions of the existing City's Vacation Carry-Over policy. Non-compliant elections shall be null and void.
- 33.8** If any holiday under this agreement shall occur during vacation of any employee, the employee shall not be charged a vacation day in lieu thereof.

ARTICLE 34 – SICK LEAVE

- 34.1** For employees hired prior to July 1, 1992, sick leave shall be earned at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months of employment. For employees hired after July 1, 1992, sick leave shall be earned, at the rate of ten (10) days per year. (.833 days for each calendar month of service). These days shall be granted five (5) days on July 1st and five (5) days on January 1st of each year. Work performed for less than these six (6) month periods shall render these amounts adjusted on a pro-rata basis. For employees hired on or after the ratification date of this 2020-2024 CBA, unused sick leave days as of December 31st of any year will be lost and may not be carried forward or accumulated from year to year.

34.2 For employees hired prior to the ratification date of this 2020-2024 CBA, all unused sick leave during continuous employment shall be accumulated to two hundred and thirty (230) days. Sick Leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.

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

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

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

34.3 For employees hired on or after the ratification date of this 2020-2024 CBA, the City will provide a short term/long terms disability plan under which the plan administrator/insurer will pay for any absence due to off-duty sickness or injury after such absence shall exceed seven (7) working days in duration. Such payment will be at the rate of sixty percent (60%) of the employee regular straight time salary and shall not be subject to federal income taxation in accordance with applicable federal tax law. The terms and conditions of the short term/long term disability plan shall be provided for in the insurance policy and provided to the union. The City may change insurance carriers for such plan provided that the essential terms and conditions are not adversely affected thereby. The employees will be responsible for applicable income taxes on the premium value for the short term/long term disability policy. Employees must submit to the plan administrator any required claim form and medical and/or other documentation of their claim and disability.

34.4 Upon Retirement, for employees hired prior to the ratification date of this 2020-2024 CBA, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated.

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

- B. Upon the death of the employee, the amount of sick leave time accumulated pursuant to the provisions of Section 34.2 shall be payable to his/her beneficiary as designated under CMERS.

Employees hired on or after the ratification date of this 2020-2024 CBA, with an existing accumulated balance of sick leave based upon municipal service with the City, shall have such accumulated balance frozen at the current rate of pay in effect on January 1, 2022.

- A. Such accumulated balance shall be paid out to any retiring employee upon retirement from City service on a lump sum basis of fifty percent (50%) of such accumulated balance.
 - B. Upon the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her beneficiary, as designated by the employee, under the terms of the Connecticut Municipal Employees Retirement System ("CMERS"), as if such employee had retired.
- 34.5 Employees who have no absences on sick leave and/or short term/long term disability and/or worker's compensation leave during any one (1) year period from January 1st to December 31st, commencing with January 1, 2022, will be paid a perfect attendance bonus of Four hundred dollars (\$400.00). The City will use its best efforts to make such payment prior to January 31st.
- 34.6 The City shall maintain a system for tracking employees' accumulation and use of sick leave and shall periodically advise the employees of this information. Employees may make an individual inquiry to such information annually.

ARTICLE 35 – PERSONAL LEAVE

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

ARTICLE 36 – BEREAVEMENT

Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing with the day of death. If there are unusual circumstances, the employee may request additional time off. For the purpose of this Article, the term "immediate family" shall mean and include the following: spouse, mother, father, mother-in-law,

father-in-law, sister, brother, child, grandparents, grandchildren, step-parents and foster parents. In addition, such employee shall be granted leave with pay of one (1) day to attend to funeral or wake of an aunt, uncle, daughter-in-law and son-in-law

ARTICLE 37 – LEAVES OF ABSENCE

37.1 The department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one year, except that a six (6) month hardship extension may be granted with the approval of the Director of Labor Relations. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be approved in writing by the department head and the Director of Labor Relations.

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

37.2 Any employee who becomes medically disabled and is unable to perform their normally assigned duties shall submit a written statement from their physician indicating their present physical condition, the nature of the medical disability, the limitations to which that disability imposes upon their ability to continue with their normally assigned duties, and the probable duration of the disability.

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

37.2b Any employee medically disabled and who uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

37.2c Any employee previously disabled must return to their position when they are physically able to perform their duties. The City may require medical proof of any disability which it considers unduly long in duration.

ARTICLE 38 – FAMILY LEAVE AND MEDICAL LEAVE

All eligible employees covered by this contract are entitled to all benefits provided by the 1993 Federal Family and Medical Leave Act (FMLA).

ARTICLE 39 – WORKER'S COMPENSATION

- 39.1** In the event that an employee is required to be absent from work due to a job related accident, and as a result thereof, has been determined to be entitled to compensatory Worker's Compensation payment pursuant to the State Statute, such employee shall be paid the difference between eighty percent (80%) of that employees regular straight time weekly earnings and the amount of the weekly Worker's Compensation pay for each of the third (3rd) to twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases, and no differential payment shall be made in any such case.
- 39.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 34.2 of this Agreement.
- 39.3** Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation Managed Care Plan, as it may be modified from time to time, by the Plan Administrator with the approval of the Workers' Compensation Commission.
- 39.4** If an employee on Workers' Compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally no longer than three (3) months, and are designed to return the employee back to his/her regular work.
- 39.5** Subject to the limitations provided in Section 37.1 of this Agreement, Workers Compensation leave will be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical improvement.

ARTICLE 40 – JURY DUTY

For each of its employees who is summoned to serve on a jury in the Superior Court (in the absence of solicitation by the employee to be listed as a

prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period, subject to the following provisions: Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the City reimbursement provided herein for required jury duty more often than once in a fiscal year.

VI. MISCELLANEOUS

ARTICLE 41 – NON-DISCRIMINATION

During the term of the Agreement, neither party shall discriminate against any employee because of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation political affiliation or union membership in a manner contrary to state or federal law. The Union agrees to fully cooperate with the City regarding its obligation under the Americans with Disabilities Act or its obligation under any other provision of law affecting this article. Use of the male or female gender in this Agreement is intended to apply equally to the other.

ARTICLE 42 – RESIDENCY

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

ARTICLE 43 – SAVINGS CLAUSE

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

ARTICLE 44 – SUCCESSORS AND ASSIGNS

44.1 This Agreement and its provisions to the extent allowed by applicable law shall be binding upon the City, all the City's successors and assigns and upon Local 1303-468 and all the Local's successors and assigns.

- 44.2 Unless otherwise limited by the contract, the City agrees that it will not sell, lease, assign or transfer any part, division, sub-division, department or unit of the Local 1303-468 bargaining unit without the requirement that the buyer lease or assignee agrees in writing that it will retain all present employees and recognize Local 1303-468 as the collective bargaining representative. In order to ensure compliance with this requirement the City agrees to allow Local 1303-468 to review all contracts entered into between the third party and the City.
- 44.3 This clause may be enforceable under the arbitration clause of this Agreement or the Municipal Employees Relations Act.
- 44.4 The City agrees that in addition to any and all other legal actions and causes available, specific performance of the obligations under the successors and assigns article shall be a remedy available to Local 1303-468 in the event of a violation. Said specific performance may be preceded by injunctive relief prohibiting the sale, lease assign, transfer, or relinquishment.

ARTICLE 45 – TERMINATION

This Agreement shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred and fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

ARTICLE 46 – COPIES OF THIS AGREEMENT

Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this Agreement at time of hire. Council #4 Office is to receive five (5) signed copies of this Agreement from the City.

SIGNATURES

Dated: _____, 2022


For the City of Bridgeport:

For AFSCME, Council 4:

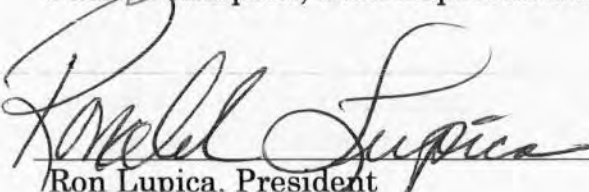
Joseph P. Ganim, Mayor



Patrick Sampson, Staff Representative



Eric Amado
Director of Labor Relations



Ron Lupica, President
AFSCME, Local 1303-468

APPENDIX A – LIST A

Entry Level Positions

- Airport Attendant
- Automotive Servicer
- Maintainer I Grade I
- Maintainer I Grade II

APPENDIX B – LIST B

Promotional Positions Requiring Posting (Article 14)

- Airport Serviceman I
- Airport Serviceman II
- Crane Operator
- Fleet Mechanic
- Kennel Person (Animal Shelter)
- Maintainer II
- Maintainer III
- Maintainer IV
- Maintainer V
- Sanitation Helper
- Tree Climber I
- Tree Climber II
- Welder

APPENDIX C
MOU Establishing
AFSCME 1303-468

MEMORANDUM OF UNDERSTANDING

The City of Bridgeport (the "City"), Local 1522 of Council 4, AFSCME, AFL-CIO ("Local 1522"), and Local 1303 of Council 4, AFSCME, AFL-CIO ("Local 1303") have reached an agreement in connection with the petition filed by certain members of Local 1522 with the State Board of Labor Relations (the "Board") seeking a modification of the Local 1522 bargaining unit. The terms of the agreement are as follows:

WHEREAS, the City and Local 1522 are parties to a collective bargaining agreement with a term of July 1, 2011 to June 30, 2014 (the "CBA");

WHEREAS, certain members of Local 1522 employed by the City in its Department of Public Facilities have petitioned the Board for a modification of the existing bargaining unit (the "Petition"), specifically to obtain separate representation by Local 1303;

THEREFORE, in lieu of proceeding to a formal hearing before the Board, and having negotiated in good faith, the parties agree to the following:

1. Effective upon the execution of this Agreement by the City, Local 1522 and Local 1303, the City shall recognize Local 1303 as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and conditions of employment for the members of Local 1522 who are employed by the City Department of Public Facilities (which includes the following: Roadways, Sanitation and Recycling, Lines and Signs, Parks and Recreation, Transfer Station, Airport, Municipal Garage, Police Garage, Animal Control, Maintenance/Maintainers) in the classifications listed in Schedule A, attached hereto and incorporated herein. These employees shall comprise the membership of Local 1303.
2. The parties agree that all classifications listed in Schedule B, attached hereto and incorporated herein, which are currently contained in the CBA between the City and Local 1522 shall remain in Local 1522 and shall not move to Local 1303.
3. The terms and conditions of the CBA between the City and Local 1522 shall remain in full force and effect to govern the salaries, wages, hours, and conditions of employment of the members of Local 1303 until such time as the City and Local 1303 negotiate and ratify a separate collective bargaining agreement. However, the parties agree that any practices established between Local 1303 and the City after the execution of this agreement shall not be applied to the bargaining relationship between the Local 1522 and the City.
4. The terms and conditions of the CBA between the City and Local 1522 shall remain in full force and effect to govern the salaries, wages, hours, and conditions of employment of the members of Local 1522 until such time as the City and Local 1522 negotiate and ratify a successor collective bargaining agreement. However, the

parties agree that any practices established between Local 1522 and the City after the execution of this agreement shall not be applied to the bargaining relationship between the Local 1303 and the City.

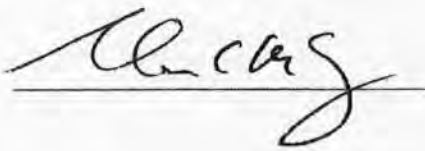
5. Any and all seniority accrued by the members of Local 1303 during their time as members of Local 1522 pursuant to Articles 7 (Seniority), Article 8 (Layoff and Recall), and Article 9 (Top Seniority) of the CBA between the City and Local 1522 shall be retained and carried over to Local 1303 by the members of Local 1303.

6. Any and all accrued time accrued by the members of Local 1303 during their time as members of Local 1522 pursuant to Articles 33 (Vacations), 34 (Sick Leave), and 35 (Personal Leave) of the CBA between the City and Local 1522 shall be retained and carried over to Local 1303 by the members of Local 1303.

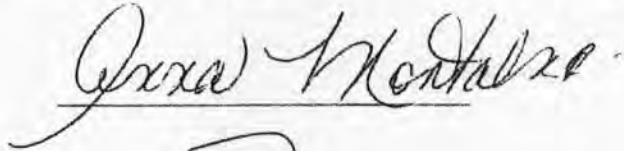
7. Negotiations for a contract between the City and Local 1303 shall commence no later than August 1, 2015.

Dated this 2nd day of July, 2015,

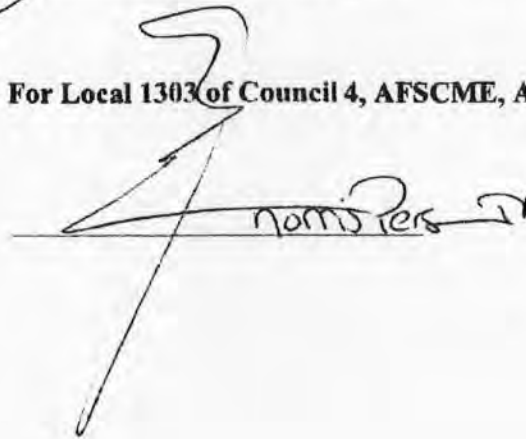
For the City of Bridgeport:



For Local 1522 of Council 4, AFSCME, AFL-CIO:



For Local 1303 of Council 4, AFSCME, AFL-CIO:



SCHEDULE A

Classifications Migrating From Local 1522 to Local 1303

(For the following departments only: Public Facilities, Roadways, Sanitation and Recycling, Lines and Signs, Parks and Recreation, Transfer Station, Airport, Municipal Garage, Police Garage, Animal Control, Maintenance/Maintainers)

Airport Attendant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Maintainer I Grade I (Public Facilities Only)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Maintainer I Grade II (Public Facilities Only)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Sanitation Helper	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Treeclimber I	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Airport Serviceman I	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Airport Serviceman II	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Treeclimber II	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Crane Operator	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Maintainer II (Public Facilities Only)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Maintainer III (Public Facilities Only)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Maintainer IV (Public Facilities Only)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Maintainer V (Public Facilities Only)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Fleet Mechanic	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Welder	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport

SCHEDULE A (Page 2 of 2)

Kennel Person (Animal Shelter)	<u>am</u> Local 1522	<u>nl</u> Local 1303	<u>Tee</u> City of Bridgeport
Automotive Servicer	<u>am</u> Local 1522	<u>nl</u> Local 1303	<u>Tee</u> City of Bridgeport

SCHEDULE B (Page 1 of 6):

Classifications Remaining with Local 1522

(Including, but not limited to the following departments: City/ Board of Education, Fire Department, Zoo)

Police Matron	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Annex Mail Carrier	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Attendant Handicapped Children	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Ticket Seller	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Golf Course Ranger	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Museum Caretaker	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Zoo Attendant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Locker Room Attendant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
General Chauffeur	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Janitor/Janitress	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Custodial Assistant I	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Assistant, Security	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Maintainer I Grade I (Board of Education)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Media Specialist	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Reproduction Specialist	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Clerical Assistant (10 Months)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport

SCHEDULE B (Page 2 of 6)

Clerical Assistant (12 Months)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Accounting Specialist	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Maintainer I Grade I (Board of Education)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Instructional Assistant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Payroll Assistant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Captain Golf Course Rangers	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Parking Attendant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Parking Cashier	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Messenger	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Custodial Assistant II	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Time Keeper	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Greenhouseman I	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Assistant Reading	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Sewage Plant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Sewage Plant Lubricator	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Engineering Aide IV	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport

SCHEDULE B (Page 3 of 6)

Spanish Speaking Social Worker	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TA</u> City of Bridgeport
Instrument Technician Sewage Plan	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Technician	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Dispatcher	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Zoo Keeper	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Greenhouseman II	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Secretarial Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Clerical Specialist (10 Months)	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Clerical Specialist (12 Months)	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Special Education Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Math Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Reading Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Early Childhood Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Bilingual Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Young Parents Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport
Warehouseman/Truck Driver	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TCM</u> City of Bridgeport

SCHEDULE B (Page 4 of 6)

Sewage Treatment Plan Technician	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Academic Behavioral Support Facilitator	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Ombudsperson	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Payroll Support Partner (35 Hrs)	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Payroll Support Partner (37.5)	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Systems Support Coordinator	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Bookmobile Driver	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Sewer Inspector	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Recreation Specialist	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Warehouse Men	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Program Assistant	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Transportation Specialist	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Data Processing Specialist	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Accounting Assistant	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Incinerator Operator	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Library Program Assistant	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>

SCHEDULE B (Page 5 of 6)

Home School Coordinator	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Special Education Van Drive	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Boat Captain (City and Board of Education)	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Attendance Intervention Liason	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Speech/Hearing Assistant	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Caddie Master	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Elevator Operator	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
C.I.E. Program Assistant	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Grants Support Partner	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Behavioral Specialist	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Media Specialist	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Program Assistant	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Recreation Therapist	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Senior Zookeeper	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Therapeutic Support Facilitator	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>
Behavior Specialist	<u>Local 1522</u>	<u>Local 1303</u>	<u>City of Bridgeport</u>

SCHEDULE B (Page 6 of 6)

PC Support Technician	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
PC Network Engineer	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Network Engineer	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Full Time Computer Technician	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Budget Support Partner	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Dispatch Coordinator	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Schools-to-Careers Program Assistant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Stable Attendant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Migratory Program Assistant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Payroll Specialist	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Insurance Coordinator	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport

Appendix D - Wage Tables

EFF DATE	DESCRIPTION	FULL DESC	HRS/PERIOD	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
07/01/2020	AIRPORT ATTEND	AIRPORT ATTENDANT	40	\$ 33,724	\$ 35,154	\$ 36,905	\$ 38,792		
07/01/2021	AIRPORT ATTEND	AIRPORT ATTENDANT	40	\$ 34,567	\$ 36,032	\$ 37,827	\$ 39,762		
07/01/2022	AIRPORT ATTEND	AIRPORT ATTENDANT	40	\$ 35,431	\$ 36,933	\$ 38,773	\$ 40,756		
07/01/2023	AIRPORT ATTEND	AIRPORT ATTENDANT	40	\$ 36,317	\$ 37,856	\$ 39,742	\$ 41,775		
07/01/2020	AIRPORT SERV I	AIRPORT SERVICEMAN I	40	\$ 35,843	\$ 37,727	\$ 39,618	\$ 41,500	\$ 43,388	\$ 45,400
07/01/2021	AIRPORT SERV I	AIRPORT SERVICEMAN I	40	\$ 36,739	\$ 38,670	\$ 40,608	\$ 42,538	\$ 44,472	\$ 46,535
07/01/2022	AIRPORT SERV I	AIRPORT SERVICEMAN I	40	\$ 37,658	\$ 39,637	\$ 41,623	\$ 43,601	\$ 45,584	\$ 47,698
07/01/2023	AIRPORT SERV I	AIRPORT SERVICEMAN I	40	\$ 38,599	\$ 40,628	\$ 42,664	\$ 44,691	\$ 46,724	\$ 48,891
07/01/2020	AIRPORT SERV II	AIRPORT SERVICEMAN II	40	\$ 38,469	\$ 40,494	\$ 42,513	\$ 44,543	\$ 46,566	\$ 48,719
07/01/2021	AIRPORT SERV II	AIRPORT SERVICEMAN II	40	\$ 39,431	\$ 41,507	\$ 43,576	\$ 45,656	\$ 47,730	\$ 49,937
07/01/2022	AIRPORT SERV II	AIRPORT SERVICEMAN II	40	\$ 40,416	\$ 42,544	\$ 44,665	\$ 46,798	\$ 48,923	\$ 51,185
07/01/2023	AIRPORT SERV II	AIRPORT SERVICEMAN II	40	\$ 41,427	\$ 43,608	\$ 45,782	\$ 47,968	\$ 50,147	\$ 52,465
07/01/2020	AUTO SERVICER	AUTOMOTIVE SERVICER	40	\$ 41,287	\$ 43,458	\$ 45,633	\$ 47,804	\$ 49,974	\$ 52,276
07/01/2021	AUTO SERVICER	AUTOMOTIVE SERVICER	40	\$ 42,319	\$ 44,545	\$ 46,774	\$ 48,999	\$ 51,223	\$ 53,583
07/01/2022	AUTO SERVICER	AUTOMOTIVE SERVICER	40	\$ 43,377	\$ 45,658	\$ 47,943	\$ 50,224	\$ 52,504	\$ 54,922
07/01/2023	AUTO SERVICER	AUTOMOTIVE SERVICER	40	\$ 44,462	\$ 46,800	\$ 49,142	\$ 51,480	\$ 53,816	\$ 56,295
07/01/2020	CRANE OPERATOR	CRANE OPERATOR	40	\$ 47,554	\$ 50,057	\$ 52,558	\$ 55,062	\$ 57,566	\$ 60,197
07/01/2021	CRANE OPERATOR	CRANE OPERATOR	40	\$ 48,743	\$ 51,308	\$ 53,872	\$ 56,439	\$ 59,006	\$ 61,701
07/01/2022	CRANE OPERATOR	CRANE OPERATOR	40	\$ 49,961	\$ 52,591	\$ 55,219	\$ 57,850	\$ 60,481	\$ 63,244
07/01/2023	CRANE OPERATOR	CRANE OPERATOR	40	\$ 51,210	\$ 53,906	\$ 56,600	\$ 59,296	\$ 61,993	\$ 64,825
07/01/2020	FLEET MECH	FLEET MECHANIC	40	\$ 67,351	\$ 68,803	\$ 70,250	\$ 71,830		
07/01/2021	FLEET MECH	FLEET MECHANIC	40	\$ 69,034	\$ 70,523	\$ 72,007	\$ 73,626		
07/01/2022	FLEET MECH	FLEET MECHANIC	40	\$ 70,760	\$ 72,286	\$ 73,807	\$ 75,466		
07/01/2023	FLEET MECH	FLEET MECHANIC	40	\$ 72,529	\$ 74,093	\$ 75,652	\$ 77,353		
07/01/2020	KENNELPERSON	KENNELPERSON	40	\$ 33,395	\$ 35,154	\$ 36,905	\$ 38,666	\$ 40,424	\$ 42,312
07/01/2021	KENNELPERSON	KENNELPERSON	40	\$ 34,230	\$ 36,032	\$ 37,827	\$ 39,632	\$ 41,434	\$ 43,370
07/01/2022	KENNELPERSON	KENNELPERSON	40	\$ 35,085	\$ 36,933	\$ 38,773	\$ 40,623	\$ 42,470	\$ 44,454
07/01/2023	KENNELPERSON	KENNELPERSON	40	\$ 35,962	\$ 37,856	\$ 39,742	\$ 41,639	\$ 43,532	\$ 45,565

Appendix D - Wage Tables

EFF DATE	DESCRIPTION	FULL DESC	HRS/PERIOD	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
07/01/2020	MAINT LEADMAN	MAINTENANCE LEADMAN	40	\$ 75,699					
07/01/2021	MAINT LEADMAN	MAINTENANCE LEADMAN	40	\$ 77,591					
07/01/2022	MAINT LEADMAN	MAINTENANCE LEADMAN	40	\$ 79,531					
07/01/2023	MAINT LEADMAN	MAINTENANCE LEADMAN	40	\$ 81,520					
07/01/2020	MT I GRADE I	MAINTAINER I (GRADE I)	40	\$ 33,395	\$ 35,154	\$ 36,905	\$ 38,666	\$ 40,424	\$ 42,312
07/01/2021	MT I GRADE I	MAINTAINER I (GRADE I)	40	\$ 34,230	\$ 36,032	\$ 37,827	\$ 39,632	\$ 41,434	\$ 43,370
07/01/2022	MT I GRADE I	MAINTAINER I (GRADE I)	40	\$ 35,085	\$ 36,933	\$ 38,773	\$ 40,623	\$ 42,470	\$ 44,454
07/01/2023	MT I GRADE I	MAINTAINER I (GRADE I)	40	\$ 35,962	\$ 37,856	\$ 39,742	\$ 41,639	\$ 43,532	\$ 45,565
07/01/2020	MT I GR II	MAINTAINER I (GRADE II)	40	\$ 35,843	\$ 37,727	\$ 39,619	\$ 41,500	\$ 43,388	\$ 45,400
07/01/2021	MT I GR II	MAINTAINER I (GRADE II)	40	\$ 36,739	\$ 38,670	\$ 40,609	\$ 42,538	\$ 44,472	\$ 46,535
07/01/2022	MT I GR II	MAINTAINER I (GRADE II)	40	\$ 37,658	\$ 39,637	\$ 41,624	\$ 43,601	\$ 45,584	\$ 47,698
07/01/2023	MT I GR II	MAINTAINER I (GRADE II)	40	\$ 38,599	\$ 40,628	\$ 42,665	\$ 44,691	\$ 46,724	\$ 48,891
07/01/2020	MAINTAINER II	MAINTAINER II	40	\$ 38,469	\$ 40,494	\$ 42,513	\$ 44,543	\$ 46,566	\$ 48,719
07/01/2021	MAINTAINER II	MAINTAINER II	40	\$ 39,431	\$ 41,507	\$ 43,576	\$ 45,656	\$ 47,730	\$ 49,937
07/01/2022	MAINTAINER II	MAINTAINER II	40	\$ 40,416	\$ 42,544	\$ 44,665	\$ 46,798	\$ 48,923	\$ 51,185
07/01/2023	MAINTAINER II	MAINTAINER II	40	\$ 41,427	\$ 43,608	\$ 45,782	\$ 47,968	\$ 50,147	\$ 52,465
07/01/2020	MAINTAINER III	MAINTAINER III	40	\$ 41,287	\$ 43,458	\$ 45,633	\$ 47,804	\$ 49,974	\$ 52,276
07/01/2021	MAINTAINER III	MAINTAINER III	40	\$ 42,319	\$ 44,545	\$ 46,774	\$ 48,999	\$ 51,223	\$ 53,583
07/01/2022	MAINTAINER III	MAINTAINER III	40	\$ 43,377	\$ 45,658	\$ 47,943	\$ 50,224	\$ 52,504	\$ 54,922
07/01/2023	MAINTAINER III	MAINTAINER III	40	\$ 44,462	\$ 46,800	\$ 49,142	\$ 51,480	\$ 53,816	\$ 56,295

Appendix D - Wage Tables

EFF DATE	DESCRIPTION	FULL DESC	HRS/PERIOD	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
07/01/2020	MAINTAINER IV	MAINTAINER IV	40	\$ 44,309	\$ 46,643	\$ 48,973	\$ 51,306	\$ 53,639	\$ 56,094
07/01/2021	MAINTAINER IV	MAINTAINER IV	40	\$ 45,417	\$ 47,809	\$ 50,198	\$ 52,589	\$ 54,980	\$ 57,496
07/01/2022	MAINTAINER IV	MAINTAINER IV	40	\$ 46,552	\$ 49,005	\$ 51,453	\$ 53,904	\$ 56,354	\$ 58,933
07/01/2023	MAINTAINER IV	MAINTAINER IV	40	\$ 47,716	\$ 50,230	\$ 52,739	\$ 55,251	\$ 57,763	\$ 60,407
07/01/2020	MAINTAINER V	MAINTAINER V	40	\$ 47,554	\$ 50,057	\$ 52,558	\$ 55,062	\$ 57,566	\$ 60,197
07/01/2021	MAINTAINER V	MAINTAINER V	40	\$ 48,743	\$ 51,308	\$ 53,872	\$ 56,439	\$ 59,006	\$ 61,701
07/01/2022	MAINTAINER V	MAINTAINER V	40	\$ 49,961	\$ 52,591	\$ 55,219	\$ 57,850	\$ 60,481	\$ 63,244
07/01/2023	MAINTAINER V	MAINTAINER V	40	\$ 51,210	\$ 53,906	\$ 56,600	\$ 59,296	\$ 61,993	\$ 64,825
07/01/2020	TREE CLIMBER I	TREE CLIMBER I	40	\$ 38,469	\$ 40,494	\$ 42,513	\$ 44,543	\$ 46,566	\$ 48,719
07/01/2021	TREE CLIMBER I	TREE CLIMBER I	40	\$ 39,431	\$ 41,507	\$ 43,576	\$ 45,656	\$ 47,730	\$ 49,937
07/01/2022	TREE CLIMBER I	TREE CLIMBER I	40	\$ 40,416	\$ 42,544	\$ 44,665	\$ 46,798	\$ 48,923	\$ 51,185
07/01/2023	TREE CLIMBER I	TREE CLIMBER I	40	\$ 41,427	\$ 43,608	\$ 45,782	\$ 47,968	\$ 50,147	\$ 52,465
07/01/2020	TREE CLIMBER II	TREE CLIMBER II	40	\$ 41,287	\$ 43,458	\$ 45,633	\$ 47,804	\$ 50,104	
07/01/2021	TREE CLIMBER II	TREE CLIMBER II	40	\$ 42,319	\$ 44,545	\$ 46,774	\$ 48,999	\$ 51,357	
07/01/2022	TREE CLIMBER II	TREE CLIMBER II	40	\$ 43,377	\$ 45,658	\$ 47,943	\$ 50,224	\$ 52,641	
07/01/2023	TREE CLIMBER II	TREE CLIMBER II	40	\$ 44,462	\$ 46,800	\$ 49,142	\$ 51,480	\$ 53,957	
07/01/2020	WELDER	WELDER	40	\$ 65,320					
07/01/2021	WELDER	WELDER	40	\$ 66,953					
07/01/2022	WELDER	WELDER	40	\$ 68,627					
07/01/2023	WELDER	WELDER	40	\$ 70,342					



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.

(continued on next page)

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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/statect 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/statect.

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/statect.
- 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/statect.

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):

<https://www.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. 05/19



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 66
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 Coloscopy 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.

www.cthep.com



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.

Cigna Dental Benefit Summary
Employees of City of Bridgeport
Plan Renewal Date: 07/01/2020



Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

Cigna Dental PPO				
Network Options	In-Network: Total Cigna DPPO Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Maximum Reimbursable Charge	
Calendar Year Benefits Maximum Applies to: Class I, II & III expenses	\$1,000		\$1,000	
Calendar Year Deductible				
Individual	\$25		\$25	
Family	\$75		\$75	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	100% No Deductible	No Charge	100% No Deductible	No Charge
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments	80% After Deductible	20% After Deductible	80% After Deductible	20% After Deductible
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Benefit Plan Provisions:				
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 90th percentile of all provider charges in the geographic area. The dentist may balance bill up to their usual fees.			
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			
Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.			
Carryover Provision	Dental Expenses incurred and applied toward the Individual or Family Deductible during the last 3 months of the calendar year will be applied toward the next year's Deductible.			
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.			
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.			

Oral Health Integration Program (OHIP)	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Missing Tooth Limitation	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 24 months; thereafter, considered a Class III expense.
Oral Evaluations	2 per calendar year
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy
Fluoride Application	1 per calendar year for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 14
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Inlays, Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;	
Periodontics: bite registrations; splinting;	
Prosthodontic: precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;	
Implants: implants or implant related services; Orthodontics: orthodontic treatment;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;	
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs	
Charges in excess of the Maximum Reimbursable Charge.	

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

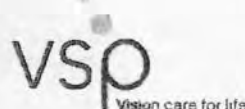
All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

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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.



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.

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.

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 PROGRAM™	<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.

©2020 Vision Service Plan. All rights reserved. VSP, VSP Vision Care for life, Eyeconic, and WellVision Exam are registered trademarks, VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flexo is a registered trademark of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners.

SIDE LETTER RE: 9293-MBA-410

**MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME, LOCAL 1303-468
AND CITY OF BRIDGEPORT**

DATED: April _____, 2022

The decision of the State Board of Mediation and Arbitration Labor Department Case No. 9293-MBA-410, dated February 16, 1995 entitled in the Matter of the City of Bridgeport and AFSCME, Council 4, Local 1522 is hereby incorporated by reference into this Agreement for AFSCME 1303-468, dated July 1, 2020 to June 30, 2024.

FOR THE CITY

FOR THE UNION

Eric Amado
Labor Relations Director

Patrick Sampson, Staff Representative
AFSCME, Council 4

Ronald Lupica, President
AFSCME, Local 1303-468

Item# *129-21 Consent Calendar

Settlement of Pending Litigation in the matter of Mesa
Greenidge Docket No. FBT-CV-21-6111475-S.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 17, 2022

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

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

Date Signed: 10/14/22

RECEIVED
CITY CLERKS OFFICE
22 OCT 18 PM 3:43
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. *129-21 Consent Calendar


WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

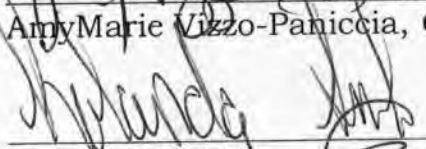
RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Mesa Greenidge	Personal Injury	Tremont Sheldon, P.C. 64 Lyon Terrace Bridgeport, CT 06604	\$21,875.00

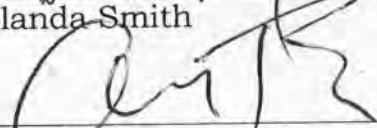
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS




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



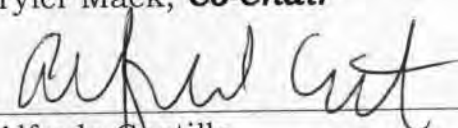
Rolanda Smith



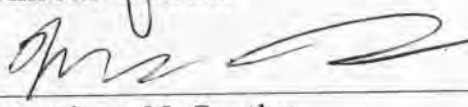
Aikeem G. Boyd



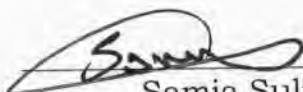
Tyler Mack, **Co-Chair**



Alfredo Castillo



Matthew McCarthy



Samia Suliman

City Council Date: October 17, 2022

Item# *130-21 Consent Calendar

Settlement of Pending Litigation in the matter of Leopold Bamouni Docket No. FBT-CV-21-6105768-S.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 17, 2022

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

Approved by: *[Signature]*
Joseph P. Ganim, Mayor

Date Signed: *10/19/22*

RECEIVED
CITY CLERKS OFFICE
22 OCT 18 PM 3:43
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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. *130-21 Consent Calendar

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

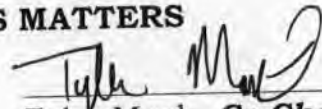
RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Leopold Bamouni	Personal Injury	Michael E. Skiber, Esq Steve Kobak, Esquire 152 East Avenue Norwalk, CT 06851	\$19,680.00


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



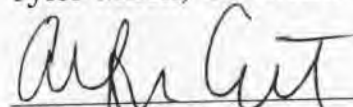
Amy Marie Vizzo-Paniccia, **Co-Chair**



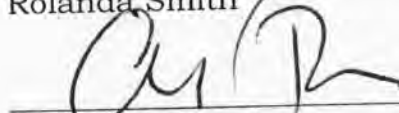
Tyler Mack, **Co-Chair**



Rolanda Smith



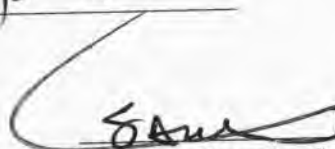
Alfredo Castillo



Aikeem G. Boyd



Matthew McCarthy



Samia Suliman

City Council Date: October 17, 2022

Item# *132-21 Consent Calendar

Settlement of Pending Litigation in the matter of Christopher Goulden, as Administrator of the Estate of Jayson Negron Docket No. 3:20 cv 00400 (JBA).



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: October 17, 2022

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

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

Date Signed: 10/14/22

RECEIVED
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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:

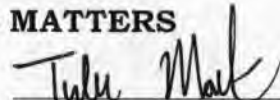
Item No. *132-21 Consent Calendar

RESOLVED, That the full and final settlement in the matter of Christopher Goulden, as Administrator of the Estate of Jayson Negron v. Armando Perez, et al., 3:20 cv 00400 (JBA) be, and hereby is approved in accordance with the terms discussed in Executive Session and authorized by affirmative vote of the City Council.

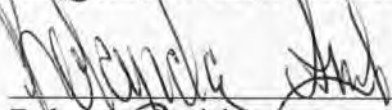
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



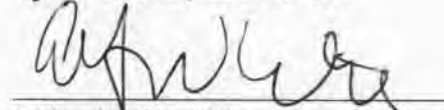
Amy Marie Vizzo Paniccia, **Co-Chair**



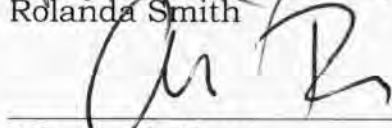
Tyler Mack, **Co-Chair**



Rolanda Smith



Alfredo Castillo



Aikeem G. Boyd



Matthew McCarthy



Samia Suliman

City Council Date: October 17, 2022