#### **AGENDA**

#### CITY COUNCIL MEETING

#### **MONDAY, JUNE 17, 2024**

7:00 p.m.

# CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE BRIDGEPORT, CONNECTICUT 06604

Prayer

Pledge of Allegiance

Roll Call

Mayoral Citation: Recognizing Oola Breen-Ryan as Ms President US Bridgeport 2024 and her "Literacy for Preschoolers" campaign.

City Council Citation: Recognizing Oola Breen-Ryan as Ms President US Bridgeport 2024 and her "Literacy for Preschoolers" campaign.

#### Appointment of:

- City Council Standing Committees
- City Council Officers (e.g., President Pro Tempore, Majority Leader, Deputy Majority Leaders and Sergeant at Arms)
- City Council Liaisons to various City agencies, boards, and commissions
- City Council Representatives on the School Building Committee

#### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: May 13, 2024 (Special Meeting)

#### COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- **98-23** Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.
- 99-23 Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Tamara J. Titre v. City of Bridgeport Docket No. 3:22-CV-01452 (KAD), referred to Miscellaneous Matters Committee.
- 100-23 Communication from Mayor re: Reappointment of Denise Clemons (D) to the Library Board, referred to Miscellaneous Matters Committee.
- 101-23 Communication from Mayor re: Appointment of Kathleen Elizabeth Turner (D) to the Library Board, referred to Miscellaneous Matters Committee.
- 102-23 Communication from Mayor re: Appointment of Kathryn Bukovsky (D) to the Board of Public Purchases, referred to Miscellaneous Matters Committee.
- 103-23 Communication from Mayor re: Appointment of Lisa Anderson (D) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.

#### COMMUNICATIONS TO BE REFERRED TO COMMITTEES (CONTINUED):

- 104-23 Communication from Mayor re: Appointment of Mdsufian Ahmed (U) to the Historic District Commission, referred to Miscellaneous Matters Committee.
- 105-23 Communication from Labor Relations re: Proposed Tentative Agreement with the Bridgeport City Supervisor's Association (BCSA) regarding their Bargaining Unit Contract, referred to Contracts Committee.

#### MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

\*83-23 Public Safety and Transportation Committee Report re: Grant Submission: United States Department of Transportation – Advanced Transportation Technology and Innovation (ATTAIN) Program (#24298).

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 17, 2024 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NA	ME	SUBJECT
1.)	John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Governance – Open, Accountable, Transparent & Honest.
2.)	Jorge Cruz, Sr. 249 Black Rock Avenue, #2-L Bridgeport, CT 06605	Addressing Council Members of the incident that occurred at the last council meeting on June 3, 2024.



#### CITY OF BRIDGEPORT

#### OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace Bridgeport, Connecticut 06604 Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM Mayor

COMM. 98-23 Ref<sup>®</sup>d to Budget & Appropriations Committee on June 17, 2024.

May 29, 2024

To:

Frances Ortiz

Assistant City Clerk

From:

Veronica Jones

Tax Collector

Re:

Municipal Suspense Tax Book

In accordance with Section 12-165 General Statures, State of Connecticut, I submit to the Common Council a list of uncollectable Personal Property and Motor Vehicle Tax Accounts.

I further certify that to the best of my knowledge, and after research and examination by my staff, each tax contained in this listing has not been paid and is uncollectable. Each tax so designated has been transferred to the Suspense Tax Book, but any such tax may be collected by me or subsequent Tax Collector in office.

Each such tax so transferred to the Suspense Tax Book shall not hereafter be included as an asset of the City of Bridgeport.

The total of \$13,960.23 represents the Grand List 2008 through 2022 at the close of day May 31, 2024. I recommend approval of transfer of these accounts to Suspense.

Thank you.

Tax Collector

cc:

Honorable Joseph P. Ganim, Mayor

Kenneth Flatto, Director of Finance

TIEST CITY CLERK

CITY CLERKS OFFIC

Bill #	Name	Prop Loc	AMT DUE		S	Year	Reason
2019-03-0050958	ADOLPHSON MARIAN C	3030 PARK AVE # AW16	\$	-	Υ	\$ -	DE - DECEASED
776NBU			\$	22.50			
. 2019-03-0054241	ARMSTRONG DAVID M	77 HAVEMEYER LN UNIT 55	\$		Υ	\$ -	DE - DECEASED
AE00293			\$	55.80			
2019-03-0054242	ARMSTRONG DAVID M	77 HAVEMEYER LN UNIT 55	\$	•	Υ	\$ -	DE - DECEASED
AV34513			\$	205.66			
2019-03-0055704	BARNES EMMALEE	130 HOLLISTER AVE	\$	4.5	Υ	\$ -	DE - DECEASED
AT23461	CANADA VALEDIE I	104 BORERT ST	\$	743.86			25 2525.252
2019-03-0061331 420HZV	CANADA VALERIE J	101 ROBERT ST	\$	110.05	Y	\$ -	DE - DECEASED
2019-04-0082510	CANADA VALERIE J	101 ROBERT ST	\$	110.25	Y	\$ -	DE - DECEASED
82529	CANADA VALETTE	101 NODENI 31	\$	261.23		Φ -	DE - DECEASED
2011-02-0041188	CORDOVA ERICK	624 LINCOLN AVE	\$	201.20	Y	\$ -	DE - DECEASED
P9990940		32123322	\$	77.08		Ψ.	DE DEGENOED
2012-02-0003218	CORDOVA ERICK	624 LINCOLN AVE	\$		Υ	\$ -	DE - DECEASED
P9990940			\$	156.96			
2013-02-0003218	CORDOVA ERICK	624 LINCOLN AVE	\$	-	Υ	\$ -	DE - DECEASED
P9990940			\$	158.24			
2014-02-0002684	CORDOVA ERICK	624 LINCOLN AVE	\$	-	Υ	\$ -	DE - DECEASED
P9990940			\$	158.24			
2015-02-0002684	CORDOVA ERICK	624 LINCOLN AVE	\$	-	Υ	\$ -	DE - DECEASED
P9990940			\$	203.90			
2016-02-0002684	CORDOVA ERICK	624 LINCOLN AVE	\$	-	Υ	\$ -	DE - DECEASED
P9990940			\$	255.00			
2017-02-0002684	CORDOVA ERICK	624 LINCOLN AVE	\$		Υ	\$ -	DE - DECEASED
P9990940	2011110112210		\$	318.62			
2018-03-0070326	DOMAN SANDRA C	1494 CAPITOL AVE # A10	\$	-	Υ	\$ -	DE - DECEASED
8AWAE6 2019-03-0071899	EARLEY MAURICE	783 SYLVAN AVE APT 6	\$	487.36	Υ	¢	DE DECEASED
AV33850	EARLET MACRICE	703 STEVAN AVE APT 0	\$	82.80	1	\$ -	DE - DECEASED
2019-03-0073859	FEDORYK JAMES P	151 NORTHERN PKWY	\$	-	Υ	\$ -	DE - DECEASED
AT65988		20211011111211111111111	\$	51.60		•	DE DEGENOED
2017-03-0074848	FONSECA JOSEPH T	2066 MAIN ST APT B3	\$	-	Υ	\$ -	DE - DECEASED
AJ80985			\$	54.68			
2018-03-0074969	FONSECA JOSEPH T	340 EAST AVENUE	\$	-	Υ	\$ -	DE - DECEASED
AJ80985			\$	102.60			
2018-03-0074970	FONSECA JOSEPH T	340 EAST AVENUE	\$	-	Υ	\$ -	DE - DECEASED
AG55286			\$	80.55			
2019-03-0075348	FONSECA JOSEPH T	340 EAST AVE	\$	-	Υ	\$ -	DE - DECEASED
AG55286			\$	75.60			
2019-03-0075349	FONSECA JOSEPH T	340 EAST AVE	\$	-	Υ	\$ -	DE - DECEASED
AJ80985	FONCEON LOOFBUT	240 5407 41/5	\$	22.50			05 05051050
2019-03-0075350	FONSECA JOSEPH T	340 EAST AVE	\$	-	Υ	\$ -	DE - DECEASED
AV71975 2019-03-0079174	GONZALEZ WILFREDO	127 CARNEGIE AVE	\$	107.10	V	¢.	DE DECEMBED
C187866	GONZALEZ WILFREDO	127 CARINEGIE AVE	\$	52.88	Υ	\$ -	DE - DECEASED
2019-03-0080656	GULAS ROBIN A	5812 miriam dr	\$	52.00	Υ	\$ -	DE - DECEASED
589TAW	COENCINOENTA	3012 Hilliam di	\$	217.36		Ψ	DE DECENSED
2013-03-0077727	HARRIGAN CHARLENE	557 ATLANTIC ST A/202	\$	-	Υ	\$ -	BK - BANKRUPTCY
77627			\$	661.66		1	
2013-03-0077728	HARRIGAN CHARLENE L	557 ATLANTIC ST A/202	\$	-	Υ	\$ -	BK - BANKRUPTCY
77628			\$	21.10			
2014-03-0078252	HARRIGAN CHARLENE L	557 ATLANTIC ST A/202	\$	-	Υ	\$ -	BK - BANKRUPTCY
929WDB			\$	21.10			
2022-03-0082508	HARRIS RANDOLPH	386 UNION AVE	\$	-	Υ	\$ -	DE - DECEASED
82508	LIABBIG BANG CLEV	000 11111011 1115	\$	16.23			
2022-03-0082509	HARRIS RANDOLPH	386 UNION AVE	\$	40.00	Υ	\$ -	DE - DECEASED
82509			\$	16.23			

Bill #	Name	Prop Loc	AMT DUE		S	Year	Reason
2018-04-0089103	HERNANDEZ ROBERT	123 RENNELL ST	\$	-	Y	\$ -	BK - BANKRUPTCY
89205			\$	49.54		.T.	
2019-03-0082654	HERNANDEZ ROBERT	123 RENNELL ST	\$		Υ	\$ -	BK - BANKRUPTCY
AT48547			\$	135.46			
2019-04-0087243	HERNANDEZ ROBERT	123 RENNELL ST	\$	•	Y	\$ -	BK - BANKRUPTCY
87310	LIEDNANDEZ BORERT	100 DENINELL CT	\$	154.98			DIV. DANIED IDTOV
2020-03-0081215 AY03628	HERNANDEZ ROBERT	123 RENNELL ST	\$	307.20	Υ	\$ -	BK - BANKRUPTCY
2019-03-0085547	JACKSON CHARLES	201 ALWYN BLVD	\$	-	Υ	\$ -	DE - DECEASED
412SOU	310.100.101.111.1210	EUT/IEI/III DETD	\$	298.36		Ψ	DE DECENCED
2022-03-0089563	KENNEY WILLIAM F	10 BAXTER ST	\$	-	Υ	\$ -	DE - DECEASED
89563			\$	175.62			
2022-03-0094415	MAGLIOCCO RENATO	930 WESTFIELD AVE	\$		Υ	\$ -	DE - DECEASED
94415			\$	102.41			
2022-03-0095206	MARCOS PAINTING SERVICES LLC	294 RIVER ST	\$	-	Υ	\$ -	DE - DECEASED
95206 2020-03-0093891	MCCRAY MAIGAN A	200110000000000000000000000000000000000	\$	415.16	v		DIV DANIEDUDTOV
AG80434	MCCRAY MAIGAN A	269 HORACE ST # 1FL	\$	499.68	Υ	\$ -	BK - BANKRUPTCY
2020-04-0094131	MCCRAY MAIGAN A	269 HORACE ST 1FL	\$	499.00	Y	\$ -	BK - BANKRUPTCY
93818			\$	628.29		•	Div Drivino 101
2019-03-0096486	MCPHERSON SONYA R	125 ASH ST	\$		Υ	\$ -	DE - DECEASED
4ATMU6			\$	221.40			
2019-03-0096487	MCPHERSON SONYA R	125 ASH ST	\$		Υ	\$ -	DE - DECEASED
AF22615			\$	144.00			
2017-04-0095291	ORTIZ WILLIAM	543 MAPLE ST	\$	-	Υ	\$ -	DE - DECEASED
95679 2018-03-0103848	ORTIZ WILLIAM	543 MAPLE ST	\$	99.90	Υ	\$ -	DE - DECEASED
0ARFF6	ORTIZ WILLIAM	543 MAPLE 31	\$	93.15	1	ф.	DE - DECEASED
2019-03-0104629	ORTIZ WILLIAM	543 MAPLE ST	\$	-	Υ	\$ -	DE - DECEASED
OARFF6			\$	87.30			
2020-03-0101948	ORTIZ WILLIAM	543 MAPLE ST	\$		Υ	\$ -	DE - DECEASED
0ARFF6			\$	80.82			
2022-03-0106579	PALLEY JOSHUA B	PO BOX 929	\$		Υ	\$ -	DE - DECEASED
106579	DODGEDSON STERVEN C	OO DOUTTING AVE	\$	92.51			DE DEGE 1050
2017-04-0097760 98203	RODGERSON STEPHEN C	32 BRITTIN AVE	\$	348.98	Υ	\$ -	DE - DECEASED
2018-03-0112569	RODGERSON STEPHEN C	32 BRITTIN AVE	\$	340.30	Y	\$ -	DE - DECEASED
AL47472			\$	396.00		*	DE DEGENGED
2019-03-0113495	RODGERSON STEPHEN C	32 BRITTIN AVE	\$		Υ	\$ -	DE - DECEASED
AL47472			\$	336.16			
2019-03-0121209	SPENCER LEOGIOVANNI F	PO BOX 55154	\$	- 1	Υ	\$ -	DE - DECEASED
AT19546			\$	150.30			
2022-03-0122572	SPODNIK ANDREW J	100 DOVER ST	\$		Υ	\$ -	DE - DECEASED
122572 2022-03-0123658	SWINTON WANDA	24 SOMERS ST	\$	66.54	Y	\$ -	DE DECEASED
123658	SWINTON WANDA	24 301 EN3 31	\$	600.52	1	<b>D</b> -	DE - DECEASED
2016-03-0121825	TONEJON FLOR F	85 MANHATTAN AVE	\$	-	Υ	\$ -	DE - DECEASED
580WDB			\$	80.73			
2016-03-0121897	TORREJON FLOR Y	70 MARCY RD	\$	-	Υ	\$ -	DE - DECEASED
680XJD			\$	557.70			
2017-03-0127492	VOLONINO JOSEPH A	1 ELIOT PL STE 300	\$		Υ	\$ -	DE - DECEASED
00CDNR	A TTOOS MOS HWA	740 DELACTED CT	\$	22.50			DE DECEMOSO
2020-04-0104634 104015	WILSON SCOTT A	748 BREWSTER ST	\$	159.72	Υ	\$ -	DE - DECEASED
2021-03-0128761	WILSON SCOTT A	748 BREWSTER ST	\$	159.72	Υ	\$ -	DE - DECEASED
128761			\$	119.46			
2021-03-0128762	WILSON SCOTT A	748 BREWSTER ST	\$		Υ	\$ -	DE - DECEASED
128762			\$	364.86			

Bill #	Name	Prop Loc	AMT DUE		S	Year	Reason
2022-03-0132407	WILSON SCOTT A	748 BREWSTER ST	\$	-	Υ	\$ -	DE - DECEASED
132407		867XFU	\$	106.80			
2022-03-0132408	WILSON SCOTT A	748 BREWSTER ST	\$	-	Υ	\$ -	DE - DECEASED
132408		BC53951	\$	317.14			
2022-03-0132409	WILSON SCOTT A	748 BREWSTER ST	\$		Υ	\$ -	DE - DECEASED
132409		BF99827	\$	121.74			
2022-03-0133142	YOUNG LEONARD	46 YARRINGTON CT	\$		Υ	\$ -	DE - DECEASED
133142		BD78808	\$	556.70			
TOTAL - 70			\$	13,960.23			

#### COMM. #99-23 Ref'd to Miscellaneous Matters Committee on 6/17/2024

#### CITY OF BRIDGEPORT

999 Broad Street

#### OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY Tyisha S. Toms

DEPUTY CITY ATTORNEY John P. Bohannon, Jr. Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS Deborah M. Garskof Michael C. Jankovsky

Richard G. Kascak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo



June 4, 2024

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:

Proposed Settlement of Pending Litigation in the Matter of Tamara J. Titre v. City of Bridgeport, Docket No. 3:22-cv-01452 (KAD)

Dear Councilpersons:

Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

#### EXECUTIVE SUMMARY

- a. Submission Title: Request for Litigation Settlement Approval.
- b. Submitting Entity: Office of the City Attorney.
- c. Contact Person: Associate City Attorney John R. Mitola, contact information above.
- d. Approval Deadline: Thirty (30) days from release to avoid statutory interest charges.
- e. <u>Case Summary</u>: Action pursuant to Title 42 USC Section 1981 and 1983 claiming unlawful race and gender discrimination and violation of the Equal Pay Act.

- **f.** Council Action Requested: Approval of proposed settlement in the total amount of \$28,500.00 to Willinger, Willinger & Bucci P.C., as trustee.
- g. Financial Impact Analysis: Total cost to the City will be \$28,500.00.
- **h.** <u>Funding Budget-Line</u>: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty.* #01-01-006-060-000-53010".
- i. <u>Proposed Motion</u>: Motion to authorize and approve payment of \$28,5000.00 to Willinger, Willinger & Bucci P.C., as trustee, in full and final settlement of *Matter of Tamara J. Titre v. City of Bridgeport, Docket No. 3:22-cv-01452 KAD*.

Very truly yours,

John R. Mitola

Associate City Attorney

cc: Lydia Martinez, City Clerk

Tyisha S. Toms, City Attorney Carolina Lopez, Paralegal

## OFFICE OF THE MAYOR CITY OF BRIDGEPORT, CONNECTICUT

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

Comm. #100-23 Ref'd to Miscellaneous Matters Committee on 6/17/2024

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganing

DATE:

June 6, 2024

RE:

**Boards & Commissions** 

Please place the following name on the June 17, 2024 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the **Library Board**:

Denise Clemons (D) 64 BANCROFT AVENUE Bridgeport, CT 06604

This term shall expire on 6/30/2027.

#### OFFICE OF THE MAYOR

### CITY OF BRIDGEPORT, CONNECTICUT 999 BROAD STREET

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

#### Comm. #101-23 Ref'd to Miscellaneous Matters Committee on 6/17/2024

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganim

DATE:

June 6, 2024

RE:

Boards & Commissions

Please place the following name on the June 17, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Library Board**:

Kathleen Elizabeth Turner (D) 519 Palmetto Road Bridgeport, CT 06606

This term shall expire on 6/30/2027

## OFFICE OF THE MAYOR CITY OF BRIDGEPORT, CONNECTICUT

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

#### Comm. #102-23 Ref'd to Miscellaneous Matters Committee on 6/17/2024

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganim

DATE:

June 6, 2024

RE:

Boards & Commissions

Please place the following name on the June 17, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Board of Public Purchases:** 

Kathryn Bukovsky (D) 54 Seaside Avenue Bridgeport, CT 06605

This term shall expire on 12/31/2026

## OFFICE OF THE MAYOR CITY OF BRIDGEPORT, CONNECTICUT

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

#### Comm. #103-23 Ref'd to Miscellaneous Matters Committee on 6/17/2024

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganin

DATE:

June 6, 2024

RE:

**Boards & Commissions** 

Please place the following name on the June 17, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Water Pollution Control Authority:** 

Lisa Anderson (D) 329 Saunders Avenue Bridgeport, CT 06606

This term shall expire on 12/31/2027

### OFFICE OF THE MAYOR CITY OF BRIDGEPORT, CONNECTICUT

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

#### Comm. #104-23 Ref'd to Miscellaneous Matters Committee on 6/17/2024

TO:

Lydia N. Martinez

FROM:

Mayor Joseph P. Ganim

DATE:

June 6, 2024

RE:

Boards & Commissions

Please place the following name on the June 17, 2024 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Historic District Commission**:

Mdsufian Ahmed (U) 850 Clinton Avenue Bridgeport, CT 06604

This term shall expire on 12/31/2028.



#### CITY OF BRIDGEPORT, CONNECTICUT

#### OFFICE OF LABOR RELATIONS

45 Lyon Terrace, Bridgeport, Connecticut 06604 · Telephone (203) 576-7610

EROLL SKYERS, Esq. Director

JOSEPH P. GANIM

Mayor

June 11, 2024

Honorable City Council Members Office of the City Clerk City of Bridgeport

RE: BCSA- Tentative Agreement and CBA

Dear Honorable Members,

CITY CLERKS OFFICE

24 JUN 12 AM 1: 31

ATTEST CITY CLERK

The City of Bridgeport and the **Bridgeport City Supervisors Association (BCSA)** have reached a tentative agreement regarding their bargaining unit contract. Attached for your review is a copy of the signed tentative agreement as well as a red-lined copy of the collective bargaining agreement which shows all additions (underlined text) and deletions (strike throughs). Also attached is the financial impact analysis as required by City Council Resolution: "(g) financial impact analysis- to include best reasonable estimates as to all expenditure and revenue effects of the reference if approved as requested..." This agreement is subject to the ratification by the union membership and approval by the City Council.

Please note that Connecticut General Statute §7-474(b) imposes two (2) important time constraints related to action by a legislative body on this type of agreement. These are:

- 1. [The agreement] shall be submitted by the bargaining representative of the municipality within fourteen days of the date on which such agreement is reached to the legislative body which may approve or reject such request as a whole... This agreement was signed on June 11, 2024.
- 2. Such request [ to approve the agreement] shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body. Based on this language, if the City Council does not accept or reject the agreement by July 11, 2024, the agreement will considered approved by operation of law.

Please note: The statutory time limit for City Council action is rigid and cannot be altered or waived. This is brought to the Council's attention in case a special meeting or agenda modification is necessary to protect the City Council's right to approve or disapprove this agreement. The next scheduled meeting of the full City Council is June 17, 2024 and the next scheduled meeting of the Contracts Committee is June 18, 2024.

This office respectfully requests the City Council approve the attached negotiated agreement.

Sincerely,

Eroll Skyers, Esq.

Director of Labor Relations

cc: Mayor Joseph P. Ganim

Daniel Shamas- Chief of Staff

Tom Gaudette- CAO

Meghan McCloat- Deputy Director of Labor Relations

		quantify	minor insignificant budgetary cost, cannot quantify	icant budgetar	minor insignif			Possible payout of 1 personal day if unused during year
		quantify	some budgetary savings over time, cannot quantify	ry savings over	some budgeta			Workmen's Comp and Leave of Absences capped at 365 days
	ot very large	quantify but no	bable budgetary savings, cannot quantify but not very large	e budgetary sa	some probable			Overtime not paid after 1 day, only if full week over 40 hours
								Other Items with little to no budgetary impacts:
2,995,170	761,075	2,234,095	750,544	1,475,152	740,397	730,624		TOTAL of BSCA all members DOLLAR IMPACT over life of Contract
646,124	158,087	488,037	158,293	321,344	158,501	158,711		TOTAL BOE/WPCA BUDGET DOLLAR IMPACT over life of Contract
82,792	20,387	62,405	20,593	41,812	20,801	21,011	% bump/yr	Health cost post-2013 employees share to 25% level (per older hires) with 1% bump/yr
96,186	23,511	72,674	23,511	47,728	23,511	23,511	20.59%	Employer Merve Pension Contribution on wages+OT on Active employees Employer Merve Pension salary+OT Contribution Rate @ 20.59% 7/1/24
467,147	114,189	352,958	114,189	231,803	114,189	114,189		Total Increase per year, and per year when compounded
							3,806,296	TOTAL BCSA UNION SALARIES as of June, 2024 (approx. 43 BOE and 3 WPCA)
								BOE Budget and WPCA Budgets:
2,349,046	602,987	1,746,058	592,251	1,153,809	581,896	571,912		TOTAL CITY side BUDGET DOLLAR IMPACT over life of Contract
706,687	174,017	532,670	175,775	356,895	177,551	179,344	% bump/yr	Health cost post-2013 employees share to 25% level (per older hires) with 1% bump/yr
280,422	73,244	207,178	71,111	136,068	69,040	67,029	20.59%	Employer Merve Pension salary+OT Contribution Rate @ 20.59% 7/1/24
								Employer Merve Pension Contribution on wages+OT on Active employees
1,361,937	355,726	1,006,211	345,365	660,846	335,306	325,540		Total Increase per year, and per year when compounded
							10,851,327	CITY BUDGET IMPACT: TOTAL BCSA UNION SALARIES as of June, 2024 (approx. 127 members)
12.55%	3.00%	9.27%	3.00%	6.09%	3.00%	3.00%		
%	%	%	%	%	%	%		(BCSA)
Compounde d	7/1/2026 Increase	FY24-2026 Compounded	7/1/2025 Increase	FY24 & FY25 Compounded	7/1/2024 Increase	7/1/2023 Increase	Pay Annual Salary	Bridgeport City Supervisors Association
FY24-2027	FY2027	FY24-FY2026	FY2026	FY24-FY2025	FY2025	FY2024		
4 Years Impac	FY27 =3.0%		FY26 =3.00%		FY25 =3.0%	FY24 =3.0%		FISCAL YEARS FY2024 thru FY2027
			FY2027	COVERS FY2024 THROUGH FY2027	COVERS FY2			
JLY 1, 2026	3 THROUGH JU	VT JULY 1, 202	Bridgeport City Supervisors Association UNION TENTATIVE AGREEMENT JULY 1, 2023 THROUGH JULY 1, 2026	on UNION TENTAT	Association L	y Supervisors	Bridgeport Cit	FINANCIAL IMPACT OF CONTRACT for the
				Tandeporie				



# The City of Bridgeport, Connecticut Office of Labor Relations and Benefits Administration CITY OF BRIDGEPORT CITY HALL

45 Lyon Terrace, Bridgeport, Connecticut 06604 Telephone (203) 576-7843 • Fax (203) 576-7844

#### **REVISED MEMORANDUM**

TO:

Nestor Nkwo, Director of OPM

CC:

Dan Shamas, Chief of Staff; Tom Gaudett, CAO

FROM:

Eroll V. Skyers, Director of Labor Relations

DATE:

June 11, 2024

SUBJECT:

Bridgeport City Supervisor's Association

Please accept this memorandum as formal correspondence of the main proposed tentative agreement terms of the collective bargaining agreement with the Bridgeport City Supervisor's Association.

The City's interest in the proposed contract is represented by Director of Labor Relations Eroll V. Skyers. The Union's interests are represented by PJ Karaffa, Tim McNamara, and BCSA counsel Edward Gavin. The members of this union are scattered throughout numerous departments throughout the City.

The final wage increases agreed to by the parties are tabulated below:

Date	Increase
July 1, 2023	3.0% (Retro)
July 1, 2024	3.0%
July 1, 2025	3.0%
July 1, 2026	3 .0%

There are approximately 173 members of the bargaining unit. Major negotiated issues to note are as follows:

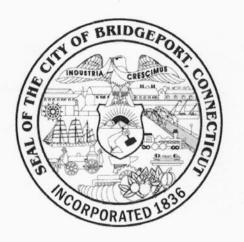
- Certain designated employees may be compensated with overtime pay after working more than forty (40) hours in one regularly scheduled week. (Previous CBA indicated overtime availability after working more than eight (8) hours in a day)
- Employees will receive 4 personal days per year. (Previous CBA was 3)
- All leave (i.e. Workers' Compensation, Leave of Absence, etc.) will be capped at 12 months. (Previous CBA allowed for extensions to be granted after one year)
- Employees may elect to receive a vacation payout of individual vacation days, rather than full vacation weeks, up to a maximum of ten days per year. (Previous CBA is silent on this)
- At the end of each contract year employees may elect to receive a payout for only 1 personal day and the remainder of personal days which are unused will be credited to the employee's sick leave account.
- PCS Contributions by employees paying more than 25% will be reset to 25% with a 1% increase per year up to a cap of 33.33%

Please feel free to contact me if there are any questions or concerns.

#### **AGREEMENT**

#### between

#### THE CITY OF BRIDGEPORT



and

#### BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION

July 1, 2018 2023 to June 30, 2023 2026

#### Contents

PI	REAMBLE	4
I.	THE UNION AND UNION SECURITY	4
	ARTICLE 1 – RECOGNITION	4
	ARTICLE 2 – CHECK-OFF	4
	ARTICLE 3 – TOP SENIORITY	5
	ARTICLE 4 – SENIORITY	6
	ARTICLE 5 – LAY-OFF AND RECALL	7
	ARTICLE 6 – BARGAINING UNIT	7
	ARTICLE 7 – ASSOCIATION ACTIVITIES	8
	ARTICLE 8 – BULLETIN BOARDS	8
Π.	MANAGEMENT AND THE WORK PLACE	9
	ARTICLE 9 – MANAGEMENT RIGHTS	9
	ARTICLE 10 – SUB-CONTRACTING	9
	ARTICLE 11 – HOURS OF WORK AND OVERTIME	10
	ARTICLE 12 – DISCIPLINARY PROCEDURE	11
	ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE	12
	ARTICLE 14 – TRANSFERS	13
	ARTICLE 15 – SHIFT PREFERENCE	
	ARTICLE 16 – REST PERIODS	14
	ARTICLE 17 – DRUG TESTING	14
III	. MONETARY PAYMENTS	15
	ARTICLE 18 – WAGES	15
	ARTICLE 19 – CALL BACK PAY	16
	ARTICLE 20 – LONGEVITY	16
	ARTICLE 21 – NIGHT BONUS	17
	ARTICLE 22 – RETROACTIVE PAYMENTS	17
	ARTICLE 23 – PUBLIC HEALTH NURSING SUPERVISORS	17
	ARTICLE 24 – PAYMENT OF TUITION	17
IV	BENEFITS	18
	ARTICLE 25 – INSURANCE	
	ARTICLE 26 – PENSION PLAN	23
	ARTICLE 27 – EMPLOYEE ASSISTANCE PROGRAM (EAP)	23

	ARTICLE 28 – WEARING APPAREL	25
V.	HOLIDAYS AND LEAVES	25
	ARTICLE 29 – HOLIDAYS	25
	ARTICLE 30 – VACATIONS	26
	ARTICLE 31 – SICK LEAVE	27
	ARTICLE 32 – PERSONAL LEAVE	28
	ARTICLE 33 – BEREAVEMENT LEAVE	28
	ARTICLE 34 – LEAVES OF ABSENCES	29
	ARTICLE 35 – PREGNANCY LEAVE	29
	ARTICLE 36 – WORKER'S COMPENSATION	30
	ARTICLE 37 – JURY DUTY	31
VI	. MISCELLANEOUS	32
	ARTICLE 38 – CIVIL SERVICE APPLICABILITY	32
	ARTICLE 39 – NONDISCRIMINATION	32
	ARTICLE 40 – COPIES OF THE CONTRACT	32
	ARTICLE 41 – SAVINGS CLAUSE	32
	ARTICLE 42 – TERMINATION	33
	ARTICLE 43 – APPLICATION TO RETIREES AND OTHERS SEPARATED FROM CITY SERVICE.	
	ARTICLE 44 – AMERICANS WITH DISABILITIES ACT	33
	ARTICLE 45 – SUPERVISORY TRAINING	33
	EXHIBIT A – JOB TITLES	35
	EXHIBIT B – THIRTY-FIVE HOUR PER WEEK EMPLOYEES	38
	EXHIBIT C – EMPLOYEES SUBJECT TO CITY HALL HOURS	39
	EXHIBIT D – OVERTIME	40
	EXHIBIT E – DISTRIBUTION OF OVERTIME	42
	EXHIBIT G – MEDICAL PLAN	44
	EXHIBIT H – VISION PLAN	56
	EXHIBIT I – BCSA MEMBERS ON JANUARY 30, 2009	59
	EXHIBIT J – NEW BCSA MEMBERS AFTER JANUARY 30, 2009	61
	EXHIBIT K – EMPLOYEE WITH LONG TERM / SHORT TERM INSURANCE	E
	• • • • • • • • • • • • • • • • • • • •	
	EXHIBIT L – CLERICAL ERROR AGREEMENT	
	EXHIBIT M TEMPORARY ACREEMENT	70

EXHIBIT N – MOU REGARDING HEALTHCARE PLAN CHANGE	74
${\bf EXHIBIT~O-BUILDING~DEPARTMENT~OVERTIME~AGREEMENT}$	75
EXHIBIT P – PREMIUM COST SHARE (PCS) AGREEMENT	77

#### **PREAMBLE**

This Agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and the Bridgeport City Supervisors Association, hereinafter referred to as the Association or Bridgeport City Supervisor Association (BCSA).

#### I. THE UNION AND UNION SECURITY

#### ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of those supervisory and professional employees in the City of Bridgeport, (listed by classifications herein, (see Exhibit A attached hereto).
- 1.2 The Association recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matter relating to wages, hours and other terms and conditions of employment.
- 1.3 Any acting or provisional employees who occupies a position recognized in the BCSA after 121 consecutive days in said position shall thereafter be considered a member of the BCSA, and be subject to the obligations and benefits of this collective bargaining agreement. No employee shall be placed in an acting role in any such position unless said employee is eligible to fill that position on a provisional basis, and provided that no permanent member of BCSA on its layoff or recall list is eligible to serve in that position.

#### 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 Association. When an employee does not have sufficient money due him/her, after deductions have been made for Pension or other deductions required by law, Association dues for such deduction period shall be deducted in a pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the

processing of deductions unless a claim of error is made in writing to the City within thirty (30) days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Association to receive such funds from the City.

- 2.2 <u>Deduction Period:</u> The remittance to the Association for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Association, together with a list of names of employees from whose wages such deductions have been made, no later than the fifteenth (15th) day of the following month.
- 2.3 Association Security Agency Shop: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of the Association during the term of the Agreement. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Association or pay to the Association an amount equal to dues payable by Association members during the term of the Agreement.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the 181st day following the beginning of such employment become and remain members in good standing in the Association, or pay to the Association an amount equal to dues payable by members during the term of Agreement. All such dues shall be automatically payroll deducted and remitted to the Association.

2.4 The Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

#### ARTICLE 3 - TOP SENIORITY

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

#### ARTICLE 4 - SENIORITY

- 4.1 The City shall prepare a list of employees represented by the Association, showing their seniority in time of service with the City, their classification and rate of pay, and deliver the same to the Association within ninety (90) days of signing or anniversary date of the contract.
- All new employees (non-seasonal) shall have a probationary period of six (6) 4.2 months, and upon successful completion of this period they shall be classified as permanent employees. The probationary period may be extended by the City for an additional six (6) months. The probationary period shall be counted as part of the seniority after the employee is considered permanent. Probationary employees shall not be eligible for vacation benefits during their probationary period; however they will be eligible to receive vacation benefits upon completion of their probationary period. During probation, the City may dismiss an employee who is a new hire, or remove an employee from a promotional position, as unsatisfactory, provided that the City, during the probation, shall perform at least two (2) evaluations where the employee is apprised, in writing, of any performance-related problems and will provide the employee with a fair opportunity to correct any such performance deficiency prior to dismissal. Such decisions shall be in the sole discretion of the City and shall not be subject to the grievance and arbitration procedure. It is understood that this does not limit the city's ability to immediately dismiss employees for acts of misconduct, in accordance with the provisions of this agreement. The City's failure to comply with the foregoing evaluation procedure shall be subject to grievance and arbitration but the sole remedy shall be a new probationary period as determined by the arbitrator but not to exceed six (6) months. Nothing in this Section shall limit the City's ability to terminate, or otherwise discipline, a new probationary employee for acts of misconduct and such discipline shall not be arbitrable.
- 4.3 All employees promoted to a new or higher classification shall serve a probationary period of ninety (90) days, and upon successful completion of this period they shall be classified as permanent employees. Should the employee fail the probationary period, he/she shall revert to the previously held position. Nevertheless, any employee who has served in a provisional capacity in a position for not less than twelve (12) consecutive months prior to becoming permanent in that position, shall not, upon becoming permanent in said position, be required to serve a probationary period.
- 4.4 Seniority shall mean length of service to the municipality as a member of the Association. Such seniority shall apply to the employee's rights in cases of lay-offs, re-employment, transfers and vacation.

#### ARTICLE 5 - LAY-OFF AND RECALL

- 5.1 In the event that the City makes reduction in the number of employees in an established job by title, employees with the least seniority as determined by Article 4.4 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-offs. An employee shall retain his/her seniority status and right of recall in the specific job title for thirty-six (36) months following the date of his/her layoff. If the employee refuses recall to an opening in the position from which he/she was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 5.2 No new persons will be hired or assigned 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.
- 5.3 Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump down to a job classification previously held, provided they have greater seniority than employees occupying the lower classification. Employees in the classified civil service, who bump into a position not within the classified civil service, or a grants position, shall retain their civil service status including time in grade, without interruption in seniority for purposes of recall, promotion or transfer.
- 5.4 If it becomes necessary to lay-off, the following shall be the order of lay-off:
  - 1. Part time bargaining unit employees;
  - 2. Probationary employees;
  - 3. Acting or other temporary employees, not including provisionals;
  - 4. Provisional employees;
  - 5. Regular full-time bargaining unit employees.
- **5.5** For purposes of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination or funding elimination.

#### ARTICLE 6 - BARGAINING UNIT

- 6.1 This Agreement applies to and includes all employees of the City of Bridgeport listed in Exhibit A (Recognition) of this Contract, as amended by Article 13.6.
- 6.2 Part-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per

week are excluded.

- **6.3** The inclusion in the bargaining unit of a newly established supervisory or professional classification will be a subject for negotiations between the City and the Association.
- 6.4 Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute. If a newly established classification is determined to be a part of the bargaining unit, such classification shall be included as a part of the bargaining unit without having to resort to an election.

#### ARTICLE 7 - ASSOCIATION ACTIVITIES

- 7.1 The City agrees that an Association Officer or Steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself from his/her work area may be withheld by the department head only, because of operation requirements, but in no event later than the start of the next regular shift. The Association agrees that the complaint will be handled as quickly as possible.
- 7.2 Four (4) Association officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.
- 7.3 Appropriate Association officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Director or his/her designee.
- 7.4 Association officers shall be able to consult with the Employer, his/her representative, Local Association officers, or other Association representatives concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relation Officer or his/her designee is notified in advance of such meetings and consultations.

#### ARTICLE 8 – BULLETIN BOARDS

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

#### II. MANAGEMENT AND THE WORK PLACE

#### ARTICLE 9 – MANAGEMENT RIGHTS

- 9.1 Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent 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, organizational structure and technology required to provide services; define the duties and responsibilities of each position and department; acquire and maintain the essential equipment, technology and facilities to conduct the business of providing services; contract for services with other units of government and/or with private contractors for the provision of services to or by the City subject to the provisions of Section 10.1 hereof; 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 statue, charter and ordinance to municipal corporations. The 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 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 CT Municipal Relations Act. Conn. Gen. Stat #7-467, et seg.). The reference to the 'City" herein shall be deemed to include the Civil Service Commission of the City of Bridgeport but shall not expand such Commission's powers under the City Charter.
- **9.2** Department Heads retain sole discretion/authority for the assigning of takehome vehicles.

#### ARTICLE 10 - SUB-CONTRACTING

10.1 The City agrees that it will not contract or subcontract any work presently being performed by employees in the bargaining unit in the following departments or categories: Department of Public Facilities; General Clerical Group; Building and Maintenance Group.

This shall not prevent the City from contracting or subcontracting supplementary or emergency service which employees in the bargaining unit are unable to perform

during their regular hours of work.

10.2 The provisions of this Article as they apply to Building and Maintenance Group may be reopened and again subject to collective bargaining under MERA at any time after July 1, 2001 upon notice by the City.

#### ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.1 All employees covered by this Agreement will work (not including an unpaid lunch) a forty (40) hour week except for employees listed on Exhibit B who work thirty-five (35) hours per week as indicated on the Exhibit (not including an unpaid lunch). The starting and finishing time of the hours of work may be changed by the City for seasonal or operating reasons or the convenience of the Public after the City meets and confers with the Association regarding such changes (See Exhibit C).
- 11.2 If Employees identified in Exhibit D are required to work more than eight (8) hours in one regularly scheduled day or more than forty (40) hours in one regularly scheduled week, they shall be compensated for such overtime at time and one half (1½) their regular hourly rate, except as otherwise indicated.
- 11.3 Within a division, as defined in Exhibit E, department heads, shall make overtime assignments consistent with the principle of distributing overtime as equitably as practicable among the employees within that specific division, holding the job affected by the overtime assignment, regardless of the employee's status as permanent, provisional or acting.
- 11.4 An employee will work overtime when requested to do so by his/her supervisor. Employees shall be notified of such assignment as soon as practicable.
- 11.5 In the event that all employees refuse, or are not available to work overtime, the least senior employee in the classification and area affected by the overtime work must work such overtime. In the event of an emergency declared by the Mayor, no one can refuse to work overtime.
- 11.6 Subject to the approval by the Director of Labor Relations, employee may work a flexible work schedule, provided such approval shall be subject to the condition that the economy and efficiency of operations are not thereby impaired (See Exhibit F).
- 11.7 The parties agree to study the various positions in the bargaining unit to determine which employees, if any, are exempt from overtime payments or are entitled to comp time, pursuant to the Connecticut and Federal Fair Labor Standards Acts. Not later than sixty (60) days following the approval of the new

collective bargaining agreement, the Association and the Director of Labor Relations agree to appoint a joint committee to investigate and thereafter negotiate such issues. In the event that a committee is not appointed within said sixty (60) days period or in the further event that said committee does not reach a negotiated agreement with respect to said issues within one hundred and eighty (180) days of the appointment of said committee, then either party may claim said issues for mid-term binding interest arbitration. Said negotiations shall be without prejudice to any outstanding or presently pending claims of comp time or payment in lieu thereof.

11.8 Notwithstanding any other provision in this Article, no overtime may be worked unless the employee has been directed, in advance and in writing, by the employee's department head, to work said overtime. The hours of such overtime must be submitted by the employee to the department head by the end of the work week so that the department head may verify, in writing, the amount of said overtime worked by the employee during the work week. Failure of the employee to submit their overtime hours at the end of the work week as provided above shall subject the employee to disciplinary action (See Exhibit F).

#### ARTICLE 12 - DISCIPLINARY PROCEDURE

- 12.1 The City shall exercise full disciplinary authority consistent with its responsibilities to direct employees to perform their required work duties in order to achieve department program goals and provide satisfactory municipal service to the general public.
- 12.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which the disciplinary action is being applied.
- 12.3 Disciplinary action shall include (a) a verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge. The City and the Association recognize the concept of a progressive discipline policy; however, both parties agree that there are certain grave offenses wherein the discipline imposed by the City does not require compliance to the aforementioned provisions. In the case of any employee who has received a verbal warning or a written warning when a maximum period of one (1) year has lapsed without the employee receiving further discipline, the City shall remove all memoranda of discipline; i.e., written warning or verbal warning, from the employee's file at the request of the employee.
- 12.4 All disciplinary actions may be appealed through the established grievance procedure within ten (10) days of their occurrence through Step III, (binding arbitration) or through the Civil Service Commission, but not both.

12.5 All suspensions and discharges must be stated in writing and a copy given to the employee and the Association President.

#### ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

13.1 Any grievance or dispute, which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the following manner:

STEP I – The employee or the Association Representative, with or without the employee, shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee or the Association Representative, with or without the employee, to attempt to adjust the matter and shall respond in writing to the Association within seven (7) working days of the date of receipt of a written grievance or the meeting whichever is later. Grievances resolved at Step 1 will be without practice or precedent unless otherwise agreed in writing by the City's Director of Labor Relations.

STEP II - If the grievance still remains unadjusted, it shall be presented by the Association Representative to the City's Labor Relations Director or his/her designee, in writing, ten (10) days after the response of the Department Head is due. Within one (1) week after submission, a meeting shall be held between the Association Representative and the Labor Relations Director or his/her designee for the purpose of adjusting the grievance. The City's Labor Relations Director of his/her designee shall respond in writing to the Association Representative, (with a copy of the response to the local Association President) at the meeting or within seven (7) working days of the date of the meeting.

STEP III - If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Director or his/her designee is due, or within fifteen (15) days following receipt of the written reply by the Labor Relations Director or his/her designee, whichever period is later, by written notice to the other, request arbitration by a mutually agreed upon arbitrator or arbitration forum. If the parties are unable to agree on an arbitrator within five (5) days, the matter shall be submitted to the American Arbitration Association under the rules of voluntary arbitration of the American Arbitration Association. The parties agree that time is of the essence in resolving labor complaints and all arbitration shall be handled on an expedited basis unless otherwise agreed. Said arbitrator(s) shall hear and act on such dispute in accordance with applicable rules and regulations, or rules and regulations agreed upon by the City and the Association. The arbitrator(s) shall limit the decision strictly to the application, meaning or

interpretation of the provisions of this agreement. The arbitrator(s) shall not add to, nor subtract from, the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issues submitted. Failure to file a grievance to arbitration within the timelines specified above shall render the grievance not arbitrable.

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

- 13.2 Each party shall be responsible for compensating its own Representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).
- 13.3 Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II.
- 13.4 Upon mutual agreement by the City and the Association, any of the time limits in this Article may be waived.
- 13.5 The City and the Association agree that every attempt shall be made to schedule arbitration hearings in discharge cases within one hundred and twenty (120) days of the filing date for arbitration.
- 13.6 The parties agree that the positions identified hereinafter shall be granted all of the rights, privileges and benefits of this collective bargaining agreement with the express understanding that at the end of their appointment term the City shall not be required to re-appoint said person by the terms of this agreement. The positions are Building Officer, Director of Aging, Supervisor of Aging, Director of Community Development, Assistant Tax Assessor, City Engineer, Assistant City Engineer, and Traffic Engineer. The position of Tax Assessor will not be in the bargaining unit.

#### ARTICLE 14 - TRANSFERS

- 14.1 Employees desiring to transfer to other jobs shall submit an application in writing to their department head. The application shall state the reason for the requested transfer.
- 14.2 Employees requesting transfer or involuntarily transferred for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job

effectively without further training.

- 14.3 Employees requesting transfers or involuntarily transferred because of elimination of their jobs or elimination of funding for their jobs, shall be transferred to the same job or any other job of an equal classification on the basis of seniority.
- 14.4 Transfers under this Article are at the sole discretion of the City.

#### ARTICLE 15 – SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification 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.

#### ARTICLE 16 - REST PERIODS

- 16.1 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.
- 16.2 Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods occurring during the shift.

#### ARTICLE 17 – DRUG TESTING

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

#### III. MONETARY PAYMENTS

#### **ARTICLE 18 - WAGES**

- 18.1A Effective July 1, 2018 2023, the annual salary of employees covered by this agreement shall be increased by two three percent (2.0% 3.0%)
- 18.1B Effective July 1, 2019 2024, the annual salary of the employees covered by this agreement shall be increased by two three percent (2.0% 3.0%)
- 18.1C Effective July 1, 2020 2025, the annual salary covered by this agreement shall be increased by two three percent (2.0% 3.0%)
- 18.1D Effective July 1, 2021 2026, the annual salary covered by this agreement shall be increased by two three percent (2.0% 3.0%).
- 18.1E Effective July 1, 2022, the annual salary covered by this agreement shall be increased by one and one quarter percent (1.25%).
- 18.2 For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his/her regular annual salary which he/she receives each week. An employee's regular hourly rate shall be that portion of his/her regular weekly earnings reduced to an hourly rate.
- 18.3 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.
- 18.4 In no event shall additional monies be received as a result of any other provisions of this Agreement be considered as a portion of an employee's regular annual, weekly or hourly rate. Except that any employee working City Hall hours whose salary is increased in accordance with the formula set forth in Article 11.1 shall be entitled to have such increase considered as a portion of such employee's regular annual, weekly or hourly rate.
- 18.5 In the event a bargaining unit 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.
- 18.6 All employees shall be paid the wages of their classification based on fifty-two (52) weeks.
- 18.7 Employees required to perform the majority of the job duties of a position in a higher classification than their normal classification shall be paid the rate of pay of the higher classification for that period of time. Such working out of classification

shall be specifically authorized by the department head and the Director of Labor Relations. Without prior approval, the City shall not be liable for any claims of working out of classification. No department head shall request or require an employee to work out of classification without the specific authorization of the Director of Labor Relations. In the event the department head requests an employee to work out of classification, other than in any emergency situation, without the prior specific authority of the Director of Labor Relations, said employee shall not be penalized by his or her refusal to perform said tasks. Any employee required to work out of classification in any emergency situation, without approval of the Director of Labor Relations shall perform said tasks and shall be entitled to grieve said assignment under Article 13.

- 18.8 Employees after one hundred-twenty (120) days in an acting or provisional status shall receive the acting or provisional pay rate for purposes of all leaves and vacations. Acting and provisional employees shall also receive all pay step increases afforded the classification after one (1) year in that status which they are actors or provisional.
- 18.9 Merit increases may be granted, by the appointing authority, should the employee have maintained an exceptional standard of attendance and job performance. Should the employee fail to receive the recommended merit increase, the reasons therefore shall be reduced to writing and provided to the employee. Should the employee feel that the reasons for the denial are arbitrary, capricious or discriminatory; the Union may file a grievance concerning this matter.
- 18.10 All bargaining unit members shall be paid by "direct deposit" effective upon execution of this contract. All necessary paperwork must be completed by May 1, 2016.

#### ARTICLE 19 - CALL BACK PAY

When an hourly employee, identified in Exhibit D, is called in for work outside of his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such callback results in hours worked are not annexed consecutively to one end or the other of the working day. Such employee shall be entitled to any applicable night bonuses as set forth in Article 21.

#### ARTICLE 20 – LONGEVITY

20.1 Each employee who has or will have five (5) or more years of continuous municipal service by October 1, of said contract year, shall receive an annual

payment calculated by multiplying the sum of seventy-five dollars (\$75.00) by the number of years of such continuous municipal service. All employees hired after July 1, 1992, shall be required to attain ten (10) years of service to be eligible for longevity payments.

20.2 This longevity pay will be payable in each December.

#### ARTICLE 21 - NIGHT BONUS

There shall be paid to the employees identified in Exhibit D, a night bonus of one dollar and fifteen cents (\$1.15) for each hour worked between the hours of 4:00 p.m. and 8:00 a.m... For any employee regularly scheduled to work between 4:00 p.m. and 8:00 a.m., the above bonus shall be added to the employee's rate for the purpose of computing pay for sick leave days, for paid holidays, for paid personal days, for vacation days, for call back pay, and for work on substitute shifts, under this agreement.

#### ARTICLE 22 - RETROACTIVE PAYMENTS

The City will use its best efforts to pay all sums due retro-active to July 1, 2018, in one lump sum within ninety (90) days of the acceptance of this agreement by the parties.

#### ARTICLE 23 – PUBLIC HEALTH NURSING SUPERVISORS

Public Health Nursing Supervisors shall receive transportation allowance and educational incentive to the same extent, and under the same conditions as Public Health Nurses. Public Health Nursing Supervisors shall continue to receive vacation benefits during Christmas recess, provided however that adequate coverage for the Public Health Nursing Department is maintained.

#### ARTICLE 24 - PAYMENT OF TUITION

24.1 The City shall reimburse each employee for the cost of tuition up to a limit of one hundred fifty dollars (\$150.00) per credit for undergraduate courses and two hundred dollars (\$200.00) per credit graduate level courses. Payments shall be made within sixty (60) days of submission of their cost to the Director of Labor Relations or his/her designee 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. The employee must apply and obtain written approval of the City's Chief Labor Negotiator in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. The tuition reimbursement expenditures for the bargaining unit shall be capped at fifteen thousand dollars (\$15,000) per fiscal year for all BCSA members.

24.2 Each employee shall be limited to nine (9) credits per fiscal year. Employees must remain in City employment for a period of one (1) year after completion of a course or the employee shall reimburse the City for any tuition reimbursement received during the one (1) year period prior to separation from employment.

# IV. BENEFITS

# ARTICLE 25 - INSURANCE

- 25.1 The City shall provide and pay for Health Benefits for all employees and their enrolled eligible dependents as follows:
- A) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V- Schedule of Benefits, Revision 11/6/06).
- B) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, eighty percent (80%) is paid by the City and twenty percent (20%) is paid by the employee. The co-payment by the employee shall be five (\$5.00) for generic drugs; ten (\$10.00) dollars for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs (the "Prescription Drug Plan"). Prescription shall be limited to a thirty (30) day supply at retail. Mail order shall be mandatory for maintenance drugs on the list maintained by the City's pharmacy benefits manager after the third refill or the co-payments and employee payment provided above shall double at retail.
- C) The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
- D) The vision plan, or its equivalent, as outlined and attached hereto as Exhibit H.
- E) Effective January 1, 2019 the healthcare plan described in Sections A and B

above shall be changed to the State of Connecticut Partnership 2.0 Plan. (Summary attached as Exhibit G)

- 25.2 The City will 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.
- 25.3 Retirees, who are eligible for Retiree Medical benefits, 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).
- 25.4 All Retiree benefits are subject to the eligibility requirements of Article 25.6 of this contract. For employees, and their surviving spouses, if any, who retire on or after July 1, 2004, and on or prior to the last day of this agreement, the City will provide and pay for benefits under the Medical Plan or for those over the age of sixtyfive (65), a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. (Retirees' benefits are referenced under Section 25.6 of this Agreement). Retirees must accept, and pay for, any premiums for Medicare Part B. Coverage for surviving spouses shall terminate upon remarriage. Retirees must accept Medicare Part B coverage if eligible; provided, however, otherwise eligible retirees over sixty- five (65) years of age with enrolled dependents shall be covered by the Medical Plan if: (a) the retiree or the enrolled dependents are not eligible for Medicare; and (b) the retiree or the enrolled dependents shall have so notified the City prior to December 31st, of the calendar year of such person's sixty-fifth (65) birthday. It is expressly agreed between the Union and the City that this contractual provision shall not alter or modify in any way the existing benefits agreed to in predecessor contracts.

Retired employee contributions shall be equal to the dollar amount of such contributions at retirement.

#### 25.5

A) For employees, if eligible under Article 25.6, who retire on or after July 1, 2004 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, for those over the age over 65, a Supplemental Plan to Medicare Part B offering benefits equal to the Healthcare Plan (medical and prescription drugs). Retirees must accept, and pay for, any

premiums for Medicare Part B. Retired employee contributions shall be equal to the dollar amount of such contributions at retirement.

For BCSA members who retire on or after October 31, 2015, the parties agree that Medicare eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplemental plan in place of the City's insurance plan. At that time the premium cost share shall be based on the supplemental plan. The premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in and the following language shall apply.

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 provide to such dependents.

- B) If any employee who retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, 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.
- 25.6 Eligibility for Retiree Healthcare Benefits For purposes of this Collective Bargaining Agreement, all provisions that apply to employees retiring under the terms of this contract or in the future shall define retirees as follows for the purposes of retiree health benefits eligibility. It is the intention of the parties to recognize that there are currently two classes of employees for health benefits eligibility:
  - A) For BCSA members hired after January 30, 2009, benefits eligible retirees shall mean employees who
    - a) have completed twenty-five (25) years of continuous municipal service

- regardless of age; and
- b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS).
- B) BCSA members who were employees on January 30, 2009 shall be eligible for retiree healthcare benefits when they have attained the following:
  - a. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of age; and
  - b. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of the Connecticut Municipal Employees Retirement System (CMERS).
- C) All members of the bargaining unit hired after December 31, 2015 will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall be entitled to post-retirement health benefits.

BCSA members as of January 30, 2009 who are covered under the terms of Section B of this article are attached hereto as Exhibit I. Any City employee who was an active full time City employee on January 30, 2009 and subsequently becomes a BCSA member by virtue of an intra-City transfer will be treated the same as those members listed in Exhibit I.

The parties recognize that retiree eligibility for financial benefits under the Connecticut Municipal Employees Retirement System (CMERS) is governed by the rules of that plan and is not affected by the above eligibility criteria for retiree health benefits.

- 25.7.A Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.
- 25.7.B 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 25.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plans Insurance as specified in Section 25.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

- The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 25.1 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 25.1 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 25.1 of this Article, if 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 25.1 of this Article and substitution may be proposed for any one or more of the specified coverages.
- 25.9 The City shall provide a payment in lieu of health benefits for employees who waive such coverage, in the amount of five hundred (\$500) dollars per year. Effective July 1, 2009 the amount shall increase to one-thousand dollars (\$1,000). Effective July 1, 2010 the amount shall increase to one-thousand five hundred dollars (\$1,500). Effective July 1, 2011 the amount shall increase to two thousand dollars (\$2,000) and will be capped at two thousand dollars.
- **25.10** The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments subject to Section 25.8.

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.

25.11 Effective July 1, 2009 each active employee, and each eligible employee as defined by Article 25.6, who has retired on or after the first day of this Agreement and on or prior to the last day of this Agreement, shall contribute fifteen percent (15%) of the Premium Cost as defined in this Section for the Medical Plan and the Prescription Drug Plan. Effective July 1, 2010 the contribution shall increase to eighteen percent (18%) of Premium Cost. Effective July 1, 2011 the contribution shall increase to twenty-one percent (21%) of Premium Cost. Effective July 1, 2012 the contribution shall increase to twenty-five percent (25%) of Premium Cost. 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 purpose of establishing premiums pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

25.12 BCSA members who were on payroll as of January 30, 2009, will have their PCS contribution capped at twenty-five percent (25%) contributions as of July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement. (See Exhibit P)

25.13 BCSA members with a fixed PCS of 25% of the actual premium paid by the City will permanently stay at 25% of the actual premium paid by the City. BCSA members with a PCS greater than 25% will be rolled back to 25% PCS contribution effective July 1, 2024 that will thereafter increase by one percent (1%) each year up to a maximum of thirty-three and a third percent (33.33%).

The parties agree to continue negotiations on any future 1% per year increases for the "rolled back" BCSA members. The parties will meet, whether in person or remotely via video and/or audio conferencing, not less frequently than once per month commencing not later than 60 days after this Agreement becomes effective and continuing thereafter until the next agreement has been reached.

#### 25.14

- A) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for child care from the gross income of the employee for tax purposes.
- B) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.
- 25.15 Divorced employees must notify the City within thirty (30) days of the effective date of the decree in a dissolution action or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

#### ARTICLE 26 - PENSION PLAN

26.1 All eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement System (CMERS).

# ARTICLE 27 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

- **27.1** The City of Bridgeport recognizes that a wide range of problems not directly associated with one's job function can have undesirable effect on an employee's job performance.
- 27.2 The City of Bridgeport 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 is one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems.
- 27.3 Therefore, the City of Bridgeport believes it is in the interest of the employees, the employee's family and the City to provide an employee services which deals with such persistent problems.
- **27.4** The Employee Assistance Program may establish, and therefore eliminate, and provide its services to all City employees and their immediate family members at no cost to employee or family.
- 27.5 The decision to seek the assistance of the 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.
- 27.6 No employee shall be required to seek the assistance of the EAP by his/her supervisor nor penalized for refusal to voluntarily seek such assistance.
- 27.7 No reference or record shall be made or stored in any Personnel, Payroll, Supervisor's, Civil Service Commission, or other file regarding an employees' need for, access to or use of the EAP.
- 27.8 All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission Board, or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.
- 27.9 Employees are assured that their job, future and reputation will not be jeopardized by utilizing this employee service. Strict record confidentiality will be observed at all times.
- **27.10** Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established Bargaining Agreement procedure. There is no conflict or contradiction with the prevailing bargaining unit procedures.
- 27.11 To insure consistency and cooperation, the appropriate union steward will, if the employee consents, become involved when necessary. It should be understood

from the outset that this service is a cooperative effort supported by administration and unions representing City employees.

**27.12** The Employee Assistance Program will offer Employees may receive the services of a designated retirement counsellor and receive retirement counseling services to individuals when said employees are preparing to retire.

### ARTICLE 28 – WEARING APPAREL

- 28.1 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, or any other protective clothing deemed necessary by the Occupational Safety and Health Administration (O.S.H.A.).
- 28.2 Sanitation employees shall be provided by the City with work clothes of good quality consisting of shirt, jacket, and pants.
- 28.3 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 job is required to perform manual labor.

# V. HOLIDAYS AND LEAVES

#### ARTICLE 29 – HOLIDAYS

- 29.1 The following days shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the President of the United States of America, or by the Governor of the State of Connecticut and or by the Mayor of the City.
- **29.2** If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.
- **29.3** Employees required to work on a holiday at the Director's assignment and/or approval shall be compensated for such work at two (2) times their hourly rate plus holiday pay (1 day's pay) for such work actually performed on the holiday.
- 29.4 If any such holiday shall occur during the vacation of any employee, the

employee shall receive an additional day's vacation in lieu thereof.

29.5 Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

# ARTICLE 30 - VACATIONS

- **30.1** Vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.
- 30.2 Employees with continuous Municipal Service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the contract year such service is rendered. In each contract year, any employee with one (1) or more years of such Municipal service, but less than five (5) years of such service shall receive two (2) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous Municipal Service but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any employee with ten (10) or more years of continuous Municipal Service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Employees with twenty (20) or more years of continuous Municipal Service shall receive five (5) weeks vacation with pay.
- **30.3 a)** Employees with one (1) week vacation are not eligible for either the option of carryover or payout as set forth below.
- b) Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year but are not eligible for the option of payout for unused vacation time.
- c) Employees with three (3) weeks or more vacation in addition to the carryover option set forth in (b) above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carryover and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.
- d) Employees with four (4) weeks or more weeks vacation, in addition to the carry over option set forth in (b) above, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those

weeks worked. An employee eligible for both carry over and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.

e) Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payouts shall be paid to the employee at the end of the vacation year in which the election is made. Employees may elect to receive a vacation payout of individual vacation days, rather than full vacation weeks, up to a maximum of ten days per year.

# ARTICLE 31 - SICK LEAVE

- 31.1 <u>Sick Leave Allowance</u>. Employees hired prior to July 1, 1992 shall earn sick leave each 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. Except as specified in Article 31.6 below, employees hired after July 1, 1992 shall be granted ten (10) sick days per year. These days shall be credited to the employee on July 1st of each year.
- 31.2 <u>Sick leave accumulation.</u> Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- **31.3** A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive working days.
- **31.4** Sick leave accumulated at retirement or death or other separation from City service.
- a) Effective July 1, 1992, upon retirement, death or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. The above stated credit shall be paid on a lump sum basis of fifty (50%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of retirement or separation date. Calculation of current year allotment for payment purposes will be made by multiplying the number of full months worked by eighty-three one hundredths (.83). However, sick leave days may be accumulated in excess of two hundred and fifteen days (215) for use when an employee is actually sick.
- b) All accumulated and unused sick leave as of June 30, 1992, shall be paid out at retirement, death or other separation from City service at eighty-five percent

(85%) of accumulation and at the dollar value of wages earned as of June 30, 1992.

c) On the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

# 31.5 Administration:

- a) The City shall be responsible for the administration of these provisions.
- b) The City shall maintain a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to him.
- c) During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following:
  - 1) A record of an employee's accumulated sick leave shall be submitted to him upon request at least once annually.
  - 2) A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City but not less than once annually.
- 31.6 Employees listed in Exhibit K will be have the Long Term/Short Term Insurance instead of accumulating sick time as per Section 31.1

#### ARTICLE 32 - PERSONAL LEAVE

Up to three four (3 4) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied. At the end of the contract year, for employees not covered by Article 31.6, employees may elect to receive a payout for only 1 personal day and the remainder of personal days which are unused, will be credited to the employee's sick leave account.

#### ARTICLE 33 – BEREAVEMENT LEAVE

33.1 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 on the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following Mother, father, mother-in-law, sister, brother, spouse, child, grandparent,

grandchildren, step-parents and foster parents. Any other bereavement leave, or any extension of the above leave shall be charged to the employee's sick leave account.

33.2 Employees shall be granted one (1) day leave with pay for the death of any aunt or uncle.

# ARTICLE 34 - LEAVES OF ABSENCES

34.1 A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay. No leave without pay shall be granted except upon written request of the employee and a guarantee by that employee that the employee will serve the City for at least one (1) year after the employee returns from such leave. Whenever granted, such leave shall be approved in writing and signed 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 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. Failure on the part of an employee on leave to report promptly at its expiration shall be considered as a resignation.

**34.2** No Leave of absence granted to any employee for any reason shall exceed twelve (12) months.

#### ARTICLE 35 - PREGNANCY LEAVE

- 35.1 Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.
- **35.2** Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.
- 35.3 Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been

accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

- **35.4** Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.
- 35.5 Parental leave, shall, upon written request to the department head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 31.
- 35.6 During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this agreement at their own expense, and (b) accrue seniority for all benefits thereto provided by this agreement.
- **35.7** Family and Medical Leave shall be granted in accordance with the City's Family and Medical Leave Policy.

# ARTICLE 36 - WORKER'S COMPENSATION

- **36.1** In the event that an employee is required to be absent from work due to a jobrelated accident, the employee shall be entitled to workers compensation payments pursuant to the State Statute.
- **36.2** 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 31.2 of Article 31, "Sick Leave", of this Agreement.
- 36.3 If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion request the employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, not to exceed three (3) months in duration and prepare the employee to return to full duty.

- 36.4 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 modified from time to time by the Plan Administrator and approved by the Workers' Compensation Commissioner.
- **36.5** Employees on Workers Compensation shall be granted a leave until they have reached maximum medical improvement, unless otherwise provided under this Agreement. However, no leave granted to any employee for any reason shall exceed twelve (12) months.

# ARTICLE 37 - JURY DUTY

For each of its employees who is summoned to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received from the Court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions:

Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the City reimbursement provided herein required for jury duty more often than once in a fiscal year.

# VI. MISCELLANEOUS

#### ARTICLE 38 - CIVIL SERVICE APPLICABILITY

The City and the Association agree that City employees who are covered by the civil service provisions of the City charter shall continue to remain covered by such Civil Service provisions of the City charter except where such provisions are superseded by this contract. This provision shall not be construed to limit or infringe any of the provisions of this contract.

#### ARTICLE 39 – NONDISCRIMINATION

- 39.1 During the term of this Agreement, neither party shall discriminate against employees because of race, color, sex, sexual orientation, age, religion, ethnic or national origin, marital status, handicap or union membership in a manner contrary to state or federal law. Any claimed violation of this Article shall be processed through the step prior to arbitration under the grievance procedure. Thereafter, any claimed violation of this Article may be arbitrated if agreed by both parties. Use of the male or female gender in this Agreement is intended to apply equally to the other.
- **39.2** Any claimed violation of this Article over which the CT Commission on Human Rights & Opportunities and/or the Federal EEOC would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration but will only be arbitrable if both parties so agree in writing.

#### ARTICLE 40 – COPIES OF THE CONTRACT

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

#### ARTICLE 41 – 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 42 - TERMINATION

All provisions of this agreement shall be effective as of the first (1st) day of July 2018 and shall remain in full force and effect until the thirtieth (30th) day of June 2023. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date.

# ARTICLE 43 – APPLICATION TO RETIREES AND OTHERS SEPARATED FROM CITY SERVICE

The provisions of this agreement shall apply equally to all employees who have retired or separated from City service following the expiration of the prior agreement and before the effective date of this agreement, unless otherwise stated herein or agreed by the parties.

#### ARTICLE 44 - AMERICANS WITH DISABILITIES ACT

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

#### ARTICLE 45 – SUPERVISORY TRAINING

The City shall establish in-house training programs, scheduled annually, to enhance present employee skills, knowledge and abilities to their current position. Such City courses shall include, but not be limited to: Management Skills for New Supervisors, Management Skills for Experienced Supervisors, Sexual Harassment, OSHA required course, computer skills for managers and other courses developed to enhance and improve the supervisory/management skills of City Supervisors.

New Probationary supervisory employees shall be required to complete Management Skills for New Supervisors course (2 days) within their probationary periods. Experienced supervisor employees shall be encouraged to attend four (4) days (25) hours of courses developed by City supervisors per year.

If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training.

The selection of candidates, for training programs, shall be determined by the employee's expression of interest, aptitude, and work record. All requested training

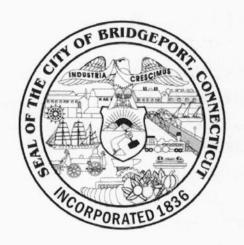
shall be approved by employee's Department Head. For qualified applicant, assignments to training will be determined by order of seniority. Probationary supervisory employees shall be provided Management Skills for New Supervisors within their probationary period.

IN WITNESS WHEREOF, the part day of	rties have caused their names to be signed this the, 2024
FOR THE CITY	FOR THE UNION
Joseph P. Ganim Mayor	Peter J. Karaffa President, BCSA
Eroll V. Skyers Director, Labor Relations	Edward J. Gavin, Esq. Counselor, BCSA

# AGREEMENT

between

# THE CITY OF BRIDGEPORT



and

# BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION

July 1, 2023 to June 30, 2026

# Contents

	REAMBLE	
I.	THE UNION AND UNION SECURITY	
	ARTICLE 1 – RECOGNITION	
	ARTICLE 2 – CHECK-OFF	
	ARTICLE 3 – TOP SENIORITY	5
	ARTICLE 4 – SENIORITY	6
	ARTICLE 5 – LAY-OFF AND RECALL	
	ARTICLE 6 – BARGAINING UNIT	7
	ARTICLE 7 – ASSOCIATION ACTIVITIES	8
	ARTICLE 8 – BULLETIN BOARDS	8
Π.	MANAGEMENT AND THE WORK PLACE	9
	ARTICLE 9 – MANAGEMENT RIGHTS	
	ARTICLE 10 – SUB-CONTRACTING	9
	ARTICLE 11 – HOURS OF WORK AND OVERTIME	. 10
	ARTICLE 12 – DISCIPLINARY PROCEDURE	. 11
	ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE	. 12
	ARTICLE 14 – TRANSFERS	. 13
	ARTICLE 15 – SHIFT PREFERENCE	. 14
	ARTICLE 16 – REST PERIODS	. 14
	ARTICLE 17 – DRUG TESTING	. 14
III	. MONETARY PAYMENTS	. 15
	ARTICLE 18 – WAGES	. 15
	ARTICLE 19 – CALL BACK PAY	. 16
	ARTICLE 20 – LONGEVITY	. 16
	ARTICLE 21 – NIGHT BONUS	. 17
	ARTICLE 22 – RETROACTIVE PAYMENTS	. 17
	ARTICLE 23 – PUBLIC HEALTH NURSING SUPERVISORS	. 17
	ARTICLE 24 – PAYMENT OF TUITION	. 17
IV	BENEFITS	. 18
	ARTICLE 25 – INSURANCE	
	ARTICLE 26 – PENSION PLAN	. 23
	ARTICLE 27 – EMPLOYEE ASSISTANCE PROGRAM (EAP)	. 23

	ARTICLE 28 – WEARING APPAREL	. 25
V.	HOLIDAYS AND LEAVES	.25
	ARTICLE 29 – HOLIDAYS	.25
	ARTICLE 30 – VACATIONS	.26
	ARTICLE 31 – SICK LEAVE	.27
	ARTICLE 32 – PERSONAL LEAVE	.28
	ARTICLE 33 – BEREAVEMENT LEAVE	.28
	ARTICLE 34 – LEAVES OF ABSENCES	.29
	ARTICLE 35 – PREGNANCY LEAVE	.29
	ARTICLE 36 – WORKER'S COMPENSATION	.30
	ARTICLE 37 – JURY DUTY	.31
VI	. MISCELLANEOUS	.32
	ARTICLE 38 – CIVIL SERVICE APPLICABILITY	.32
	ARTICLE 39 – NONDISCRIMINATION	.32
	ARTICLE 40 – COPIES OF THE CONTRACT	.32
	ARTICLE 41 – SAVINGS CLAUSE	.32
	ARTICLE 42 – TERMINATION	.33
	ARTICLE 43 – APPLICATION TO RETIREES AND OTHERS SEPARATED FROM CITY SERVICE	. 33
	ARTICLE 44 – AMERICANS WITH DISABILITIES ACT	.33
	ARTICLE 45 – SUPERVISORY TRAINING	.33
	EXHIBIT A – JOB TITLES	.35
	EXHIBIT B – THIRTY-FIVE HOUR PER WEEK EMPLOYEES	.38
	EXHIBIT C – EMPLOYEES SUBJECT TO CITY HALL HOURS	.39
	EXHIBIT D – OVERTIME	.40
	EXHIBIT E – DISTRIBUTION OF OVERTIME	.42
	EXHIBIT G – MEDICAL PLAN	.44
	EXHIBIT H – VISION PLAN	. 56
	EXHIBIT I – BCSA MEMBERS ON JANUARY 30, 2009	. 59
	EXHIBIT J – NEW BCSA MEMBERS AFTER JANUARY 30, 2009	.61
	EXHIBIT K – EMPLOYEE WITH LONG TERM / SHORT TERM INSURANC	E
	EXHIBIT L – CLERICAL ERROR AGREEMENT	.69
	EXHIBIT M _ TEMPORARY AGREEMENT	70

EXHIBIT N – MOU REGARDING HEALTHCARE PLAN CHANGE	.74
EXHIBIT O – BUILDING DEPARTMENT OVERTIME AGREEMENT	. 75
EXHIBIT P – PREMIUM COST SHARE (PCS) AGREEMENT	.77

# **PREAMBLE**

This Agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and the Bridgeport City Supervisors Association, hereinafter referred to as the Association or Bridgeport City Supervisor Association (BCSA).

# I. THE UNION AND UNION SECURITY

#### ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of those supervisory and professional employees in the City of Bridgeport, (listed by classifications herein, (see Exhibit A attached hereto).
- 1.2 The Association recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matter relating to wages, hours and other terms and conditions of employment.
- 1.3 Any acting or provisional employees who occupies a position recognized in the BCSA after 121 consecutive days in said position shall thereafter be considered a member of the BCSA, and be subject to the obligations and benefits of this collective bargaining agreement. No employee shall be placed in an acting role in any such position unless said employee is eligible to fill that position on a provisional basis, and provided that no permanent member of BCSA on its layoff or recall list is eligible to serve in that position.

#### 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 Association. When an employee does not have sufficient money due him/her, after deductions have been made for Pension or other deductions required by law, Association dues for such deduction period shall be deducted in a pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the

processing of deductions unless a claim of error is made in writing to the City within thirty (30) days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Association to receive such funds from the City.

- 2.2 <u>Deduction Period:</u> The remittance to the Association for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Association, together with a list of names of employees from whose wages such deductions have been made, no later than the fifteenth (15th) day of the following month.
- 2.3 Association Security Agency Shop: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of the Association during the term of the Agreement. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Association or pay to the Association an amount equal to dues payable by Association members during the term of the Agreement.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the 181st day following the beginning of such employment become and remain members in good standing in the Association, or pay to the Association an amount equal to dues payable by members during the term of Agreement. All such dues shall be automatically payroll deducted and remitted to the Association.

2.4 The Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

# ARTICLE 3 - TOP SENIORITY

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

#### ARTICLE 4 - SENIORITY

- 4.1 The City shall prepare a list of employees represented by the Association, showing their seniority in time of service with the City, their classification and rate of pay, and deliver the same to the Association within ninety (90) days of signing or anniversary date of the contract.
- 4.2 All new employees (non-seasonal) shall have a probationary period of six (6) months, and upon successful completion of this period they shall be classified as permanent employees. The probationary period may be extended by the City for an additional six (6) months. The probationary period shall be counted as part of the seniority after the employee is considered permanent. Probationary employees shall not be eligible for vacation benefits during their probationary period; however they will be eligible to receive vacation benefits upon completion of their probationary period. During probation, the City may dismiss an employee who is a new hire, or remove an employee from a promotional position, as unsatisfactory, provided that the City, during the probation, shall perform at least two (2) evaluations where the employee is apprised, in writing, of any performance-related problems and will provide the employee with a fair opportunity to correct any such performance deficiency prior to dismissal. Such decisions shall be in the sole discretion of the City and shall not be subject to the grievance and arbitration procedure. It is understood that this does not limit the city's ability to immediately dismiss employees for acts of misconduct, in accordance with the provisions of this agreement. The City's failure to comply with the foregoing evaluation procedure shall be subject to grievance and arbitration but the sole remedy shall be a new probationary period as determined by the arbitrator but not to exceed six (6) months. Nothing in this Section shall limit the City's ability to terminate, or otherwise discipline, a new probationary employee for acts of misconduct and such discipline shall not be arbitrable.
- 4.3 All employees promoted to a new or higher classification shall serve a probationary period of ninety (90) days, and upon successful completion of this period they shall be classified as permanent employees. Should the employee fail the probationary period, he/she shall revert to the previously held position. Nevertheless, any employee who has served in a provisional capacity in a position for not less than twelve (12) consecutive months prior to becoming permanent in that position, shall not, upon becoming permanent in said position, be required to serve a probationary period.
- 4.4 Seniority shall mean length of service to the municipality as a member of the Association. Such seniority shall apply to the employee's rights in cases of lay-offs, re-employment, transfers and vacation.

# ARTICLE 5 – LAY-OFF AND RECALL

- 5.1 In the event that the City makes reduction in the number of employees in an established job by title, employees with the least seniority as determined by Article 4.4 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-offs. An employee shall retain his/her seniority status and right of recall in the specific job title for thirty-six (36) months following the date of his/her layoff. If the employee refuses recall to an opening in the position from which he/she was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 5.2 No new persons will be hired or assigned 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.
- 5.3 Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump down to a job classification previously held, provided they have greater seniority than employees occupying the lower classification. Employees in the classified civil service, who bump into a position not within the classified civil service, or a grants position, shall retain their civil service status including time in grade, without interruption in seniority for purposes of recall, promotion or transfer.
- 5.4 If it becomes necessary to lay-off, the following shall be the order of lay-off:
  - 1. Part time bargaining unit employees;
  - 2. Probationary employees;
  - 3. Acting or other temporary employees, not including provisionals;
  - 4. Provisional employees;
  - 5. Regular full-time bargaining unit employees.
- 5.5 For purposes of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination or funding elimination.

#### ARTICLE 6 – BARGAINING UNIT

- 6.1 This Agreement applies to and includes all employees of the City of Bridgeport listed in Exhibit A (Recognition) of this Contract, as amended by Article 13.6.
- 6.2 Part-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per

week are excluded.

- **6.3** The inclusion in the bargaining unit of a newly established supervisory or professional classification will be a subject for negotiations between the City and the Association.
- **6.4** Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute. If a newly established classification is determined to be a part of the bargaining unit, such classification shall be included as a part of the bargaining unit without having to resort to an election.

# ARTICLE 7 – ASSOCIATION ACTIVITIES

- 7.1 The City agrees that an Association Officer or Steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself from his/her work area may be withheld by the department head only, because of operation requirements, but in no event later than the start of the next regular shift. The Association agrees that the complaint will be handled as quickly as possible.
- 7.2 Four (4) Association officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.
- 7.3 Appropriate Association officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Director or his/her designee.
- 7.4 Association officers shall be able to consult with the Employer, his/her representative, Local Association officers, or other Association representatives concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relation Officer or his/her designee is notified in advance of such meetings and consultations.

#### ARTICLE 8 – BULLETIN BOARDS

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

# II. MANAGEMENT AND THE WORK PLACE

#### ARTICLE 9 - MANAGEMENT RIGHTS

- Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent 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, organizational structure and technology required to provide services; define the duties and responsibilities of each position and department; acquire and maintain the essential equipment, technology and facilities to conduct the business of providing services; contract for services with other units of government and/or with private contractors for the provision of services to or by the City subject to the provisions of Section 10.1 hereof; 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 statue, charter and ordinance to municipal corporations. The 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 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 CT Municipal Relations Act. Conn. Gen. Stat #7-467, et seq.). The reference to the 'City" herein shall be deemed to include the Civil Service Commission of the City of Bridgeport but shall not expand such Commission's powers under the City Charter.
- 9.2 Department Heads retain sole discretion/authority for the assigning of takehome vehicles.

# ARTICLE 10 - SUB-CONTRACTING

10.1 The City agrees that it will not contract or subcontract any work presently being performed by employees in the bargaining unit in the following departments or categories: Department of Public Facilities; General Clerical Group; Building and Maintenance Group.

This shall not prevent the City from contracting or subcontracting supplementary or emergency service which employees in the bargaining unit are unable to perform

during their regular hours of work.

10.2 The provisions of this Article as they apply to Building and Maintenance Group may be reopened and again subject to collective bargaining under MERA at any time after July 1, 2001 upon notice by the City.

# ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.1 All employees covered by this Agreement will work (not including an unpaid lunch) a forty (40) hour week except for employees listed on Exhibit B who work thirty-five (35) hours per week as indicated on the Exhibit (not including an unpaid lunch). The starting and finishing time of the hours of work may be changed by the City for seasonal or operating reasons or the convenience of the Public after the City meets and confers with the Association regarding such changes (See Exhibit C).
- 11.2 If Employees identified in Exhibit D are required to work more than forty (40) hours in one regularly scheduled week, they shall be compensated for such overtime at time and one half (1½) their regular hourly rate, except as otherwise indicated.
- 11.3 Within a division, as defined in Exhibit E, department heads, shall make overtime assignments consistent with the principle of distributing overtime as equitably as practicable among the employees within that specific division, holding the job affected by the overtime assignment, regardless of the employee's status as permanent, provisional or acting.
- 11.4 An employee will work overtime when requested to do so by his/her supervisor. Employees shall be notified of such assignment as soon as practicable.
- 11.5 In the event that all employees refuse, or are not available to work overtime, the least senior employee in the classification and area affected by the overtime work must work such overtime. In the event of an emergency declared by the Mayor, no one can refuse to work overtime.
- 11.6 Subject to the approval by the Director of Labor Relations, employee may work a flexible work schedule, provided such approval shall be subject to the condition that the economy and efficiency of operations are not thereby impaired (See Exhibit F).
- 11.7 The parties agree to study the various positions in the bargaining unit to determine which employees, if any, are exempt from overtime payments or are entitled to comp time, pursuant to the Connecticut and Federal Fair Labor Standards Acts. Not later than sixty (60) days following the approval of the new

collective bargaining agreement, the Association and the Director of Labor Relations agree to appoint a joint committee to investigate and thereafter negotiate such issues. In the event that a committee is not appointed within said sixty (60) days period or in the further event that said committee does not reach a negotiated agreement with respect to said issues within one hundred and eighty (180) days of the appointment of said committee, then either party may claim said issues for mid-term binding interest arbitration. Said negotiations shall be without prejudice to any outstanding or presently pending claims of comp time or payment in lieu thereof.

11.8 Notwithstanding any other provision in this Article, no overtime may be worked unless the employee has been directed, in advance and in writing, by the employee's department head, to work said overtime. The hours of such overtime must be submitted by the employee to the department head by the end of the work week so that the department head may verify, in writing, the amount of said overtime worked by the employee during the work week. Failure of the employee to submit their overtime hours at the end of the work week as provided above shall subject the employee to disciplinary action (See Exhibit F).

# ARTICLE 12 – DISCIPLINARY PROCEDURE

- 12.1 The City shall exercise full disciplinary authority consistent with its responsibilities to direct employees to perform their required work duties in order to achieve department program goals and provide satisfactory municipal service to the general public.
- 12.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which the disciplinary action is being applied.
- 12.3 Disciplinary action shall include (a) a verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge. The City and the Association recognize the concept of a progressive discipline policy; however, both parties agree that there are certain grave offenses wherein the discipline imposed by the City does not require compliance to the aforementioned provisions. In the case of any employee who has received a verbal warning or a written warning when a maximum period of one (1) year has lapsed without the employee receiving further discipline, the City shall remove all memoranda of discipline; i.e., written warning or verbal warning, from the employee's file at the request of the employee.
- 12.4 All disciplinary actions may be appealed through the established grievance procedure within ten (10) days of their occurrence through Step III, (binding arbitration) or through the Civil Service Commission, but not both.

12.5 All suspensions and discharges must be stated in writing and a copy given to the employee and the Association President.

# ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

- 13.1 Any grievance or dispute, which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the following manner:
- STEP I The employee or the Association Representative, with or without the employee, shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee or the Association Representative, with or without the employee, to attempt to adjust the matter and shall respond in writing to the Association within seven (7) working days of the date of receipt of a written grievance or the meeting whichever is later. Grievances resolved at Step 1 will be without practice or precedent unless otherwise agreed in writing by the City's Director of Labor Relations.
- STEP II If the grievance still remains unadjusted, it shall be presented by the Association Representative to the City's Labor Relations Director or his/her designee, in writing, ten (10) days after the response of the Department Head is due. Within one (1) week after submission, a meeting shall be held between the Association Representative and the Labor Relations Director or his/her designee for the purpose of adjusting the grievance. The City's Labor Relations Director of his/her designee shall respond in writing to the Association Representative, (with a copy of the response to the local Association President) at the meeting or within seven (7) working days of the date of the meeting.
- STEP III If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Director or his/her designee is due, or within fifteen (15) days following receipt of the written reply by the Labor Relations Director or his/her designee, whichever period is later, by written notice to the other, request arbitration by a mutually agreed upon arbitrator or arbitration forum. If the parties are unable to agree on an arbitrator within five (5) days, the matter shall be submitted to the American Arbitration Association under the rules of voluntary arbitration of the American Arbitration Association. The parties agree that time is of the essence in resolving labor complaints and all arbitration shall be handled on an expedited basis unless otherwise agreed. Said arbitrator(s) shall hear and act on such dispute in accordance with applicable rules and regulations, or rules and regulations agreed upon by the City and the Association. The arbitrator(s) shall limit the decision strictly to the application, meaning or

interpretation of the provisions of this agreement. The arbitrator(s) shall not add to, nor subtract from, the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issues submitted. Failure to file a grievance to arbitration within the timelines specified above shall render the grievance not arbitrable.

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

- 13.2 Each party shall be responsible for compensating its own Representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).
- 13.3 Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II.
- 13.4 Upon mutual agreement by the City and the Association, any of the time limits in this Article may be waived.
- 13.5 The City and the Association agree that every attempt shall be made to schedule arbitration hearings in discharge cases within one hundred and twenty (120) days of the filing date for arbitration.
- 13.6 The parties agree that the positions identified hereinafter shall be granted all of the rights, privileges and benefits of this collective bargaining agreement with the express understanding that at the end of their appointment term the City shall not be required to re-appoint said person by the terms of this agreement. The positions are Building Officer, Director of Aging, Supervisor of Aging, Director of Community Development, Assistant Tax Assessor, City Engineer, Assistant City Engineer, and Traffic Engineer. The position of Tax Assessor will not be in the bargaining unit.

#### ARTICLE 14 – TRANSFERS

- 14.1 Employees desiring to transfer to other jobs shall submit an application in writing to their department head. The application shall state the reason for the requested transfer.
- 14.2 Employees requesting transfer or involuntarily transferred for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job

effectively without further training.

- 14.3 Employees requesting transfers or involuntarily transferred because of elimination of their jobs or elimination of funding for their jobs, shall be transferred to the same job or any other job of an equal classification on the basis of seniority.
- 14.4 Transfers under this Article are at the sole discretion of the City.

#### ARTICLE 15 - SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification 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.

#### ARTICLE 16 - REST PERIODS

- 16.1 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.
- 16.2 Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods occurring during the shift.

#### ARTICLE 17 – DRUG TESTING

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

# III. MONETARY PAYMENTS

# **ARTICLE 18 – WAGES**

- **18.1A** Effective July 1, 2023, the annual salary of employees covered by this agreement shall be increased by three percent (3.0%)
- 18.1B Effective July 1, 2024, the annual salary of the employees covered by this agreement shall be increased by three percent (3.0%)
- 18.1C Effective July 1, 2025, the annual salary covered by this agreement shall be increased by three percent (3.0%)
- 18.1 D Effective July 1, 2026, the annual salary covered by this agreement shall be increased by three percent (3.0%).
- 18.1 For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his/her regular annual salary which he/she receives each week. An employee's regular hourly rate shall be that portion of his/her regular weekly earnings reduced to an hourly rate.
- 18.2 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.
- 18.3 In no event shall additional monies be received as a result of any other provisions of this Agreement be considered as a portion of an employee's regular annual, weekly or hourly rate. Except that any employee working City Hall hours whose salary is increased in accordance with the formula set forth in Article 11.1 shall be entitled to have such increase considered as a portion of such employee's regular annual, weekly or hourly rate.
- 18.4 In the event a bargaining unit 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.
- 18.5 All employees shall be paid the wages of their classification based on fifty-two (52) weeks.
- 18.6 Employees required to perform the majority of the job duties of a position in a higher classification than their normal classification shall be paid the rate of pay of the higher classification for that period of time. Such working out of classification

shall be specifically authorized by the department head and the Director of Labor Relations. Without prior approval, the City shall not be liable for any claims of working out of classification. No department head shall request or require an employee to work out of classification without the specific authorization of the Director of Labor Relations. In the event the department head requests an employee to work out of classification, other than in any emergency situation, without the prior specific authority of the Director of Labor Relations, said employee shall not be penalized by his or her refusal to perform said tasks. Any employee required to work out of classification in any emergency situation, without approval of the Director of Labor Relations shall perform said tasks and shall be entitled to grieve said assignment under Article 13.

- 18.7 Employees after one hundred-twenty (120) days in an acting or provisional status shall receive the acting or provisional pay rate for purposes of all leaves and vacations. Acting and provisional employees shall also receive all pay step increases afforded the classification after one (1) year in that status which they are actors or provisional.
- 18.8 Merit increases may be granted, by the appointing authority, should the employee have maintained an exceptional standard of attendance and job performance. Should the employee fail to receive the recommended merit increase, the reasons therefore shall be reduced to writing and provided to the employee. Should the employee feel that the reasons for the denial are arbitrary, capricious or discriminatory; the Union may file a grievance concerning this matter.
- 18.9 All bargaining unit members shall be paid by "direct deposit" effective upon execution of this contract. All necessary paperwork must be completed by May 1, 2016.

#### ARTICLE 19 - CALL BACK PAY

When an hourly employee, identified in Exhibit D, is called in for work outside of his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such callback results in hours worked are not annexed consecutively to one end or the other of the working day. Such employee shall be entitled to any applicable night bonuses as set forth in Article 21.

# ARTICLE 20 - LONGEVITY

20.1 Each employee who has or will have five (5) or more years of continuous municipal service by October 1, of said contract year, shall receive an annual

payment calculated by multiplying the sum of seventy-five dollars (\$75.00) by the number of years of such continuous municipal service. All employees hired after July 1, 1992, shall be required to attain ten (10) years of service to be eligible for longevity payments.

20.2 This longevity pay will be payable in each December.

# **ARTICLE 21 - NIGHT BONUS**

There shall be paid to the employees identified in Exhibit D, a night bonus of one dollar and fifteen cents (\$1.15) for each hour worked between the hours of 4:00 p.m. and 8:00 a.m.. For any employee regularly scheduled to work between 4:00 p.m. and 8:00 a.m., the above bonus shall be added to the employee's rate for the purpose of computing pay for sick leave days, for paid holidays, for paid personal days, for vacation days, for call back pay, and for work on substitute shifts, under this agreement.

# ARTICLE 22 - RETROACTIVE PAYMENTS

The City will use its best efforts to pay all sums due retro-active to July 1, 2018, in one lump sum within ninety (90) days of the acceptance of this agreement by the parties.

# ARTICLE 23 - PUBLIC HEALTH NURSING SUPERVISORS

Public Health Nursing Supervisors shall receive transportation allowance and educational incentive to the same extent, and under the same conditions as Public Health Nurses. Public Health Nursing Supervisors shall continue to receive vacation benefits during Christmas recess, provided however that adequate coverage for the Public Health Nursing Department is maintained.

# ARTICLE 24 - PAYMENT OF TUITION

24.1 The City shall reimburse each employee for the cost of tuition up to a limit of one hundred fifty dollars (\$150.00) per credit for undergraduate courses and two hundred dollars (\$200.00) per credit graduate level courses. Payments shall be made within sixty (60) days of submission of their cost to the Director of Labor Relations or his/her designee 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. The employee must apply and obtain written approval of the City's Chief Labor Negotiator in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. The tuition reimbursement expenditures for the bargaining unit shall be capped at fifteen thousand dollars (\$15,000) per fiscal year for all BCSA members.

24.2 Each employee shall be limited to nine (9) credits per fiscal year. Employees must remain in City employment for a period of one (1) year after completion of a course or the employee shall reimburse the City for any tuition reimbursement received during the one (1) year period prior to separation from employment.

# IV. BENEFITS

# ARTICLE 25 - INSURANCE

- 25.1 The City shall provide and pay for Health Benefits for all employees and their enrolled eligible dependents as follows:
- A) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V- Schedule of Benefits, Revision 11/6/06).
- B) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, eighty percent (80%) is paid by the City and twenty percent (20%) is paid by the employee. The co-payment by the employee shall be five (\$5.00) for generic drugs; ten (\$10.00) dollars for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs (the "Prescription Drug Plan"). Prescription shall be limited to a thirty (30) day supply at retail. Mail order shall be mandatory for maintenance drugs on the list maintained by the City's pharmacy benefits manager after the third refill or the co-payments and employee payment provided above shall double at retail.
- C) The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
- D) The vision plan, or its equivalent, as outlined and attached hereto as Exhibit H.
- E) Effective January 1, 2019 the healthcare plan described in Sections A and B

above shall be changed to the State of Connecticut Partnership 2.0 Plan. (Summary attached as Exhibit G)

- 25.2 The City will 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.
- 25.3 Retirees, who are eligible for Retiree Medical benefits, 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).
- 25.4 All Retiree benefits are subject to the eligibility requirements of Article 25.6 of this contract. For employees, and their surviving spouses, if any, who retire on or after July 1, 2004, and on or prior to the last day of this agreement, the City will provide and pay for benefits under the Medical Plan or for those over the age of sixtyfive (65), a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. (Retirees' benefits are referenced under Section 25.6 of this Agreement). Retirees must accept, and pay for, any premiums for Medicare Part B. Coverage for surviving spouses shall terminate upon remarriage. Retirees must accept Medicare Part B coverage if eligible; provided, however, otherwise eligible retirees over sixty- five (65) years of age with enrolled dependents shall be covered by the Medical Plan if: (a) the retiree or the enrolled dependents are not eligible for Medicare; and (b) the retiree or the enrolled dependents shall have so notified the City prior to December 31st, of the calendar year of such person's sixty-fifth (65) birthday. It is expressly agreed between the Union and the City that this contractual provision shall not alter or modify in any way the existing benefits agreed to in predecessor contracts.

Retired employee contributions shall be equal to the dollar amount of such contributions at retirement.

#### 25.5

A) For employees, if eligible under Article 25.6, who retire on or after July 1, 2004 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, for those over the age over 65, a Supplemental Plan to Medicare Part B offering benefits equal to the Healthcare Plan (medical and prescription drugs). Retirees must accept, and pay for, any

premiums for Medicare Part B. Retired employee contributions shall be equal to the dollar amount of such contributions at retirement.

For BCSA members who retire on or after October 31, 2015, the parties agree that Medicare eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplemental plan in place of the City's insurance plan. At that time the premium cost share shall be based on the supplemental plan. The premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in and the following language shall apply.

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 provide to such dependents.

- B) If any employee who retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, 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.
- **25.6** Eligibility for Retiree Healthcare Benefits For purposes of this Collective Bargaining Agreement, all provisions that apply to employees retiring under the terms of this contract or in the future shall define retirees as follows for the purposes of retiree health benefits eligibility. It is the intention of the parties to recognize that there are currently two classes of employees for health benefits eligibility:
  - A) For BCSA members hired after January 30, 2009, benefits eligible retirees shall mean employees who
    - a) have completed twenty-five (25) years of continuous municipal service

- regardless of age; and
- b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS).
- B) BCSA members who were employees on January 30, 2009 shall be eligible for retiree healthcare benefits when they have attained the following:
  - a. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of age; and
  - b. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of the Connecticut Municipal Employees Retirement System (CMERS).
- C) All members of the bargaining unit hired after December 31, 2015 will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall be entitled to post-retirement health benefits.

BCSA members as of January 30, 2009 who are covered under the terms of Section B of this article are attached hereto as Exhibit I. Any City employee who was an active full time City employee on January 30, 2009 and subsequently becomes a BCSA member by virtue of an intra-City transfer will be treated the same as those members listed in Exhibit I.

The parties recognize that retiree eligibility for financial benefits under the Connecticut Municipal Employees Retirement System (CMERS) is governed by the rules of that plan and is not affected by the above eligibility criteria for retiree health benefits.

- 25.7.A Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.
- 25.7.B 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 25.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plans Insurance as specified in Section 25.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

- The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 25.1 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 25.1 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 25.1 of this Article, if 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 25.1 of this Article and substitution may be proposed for any one or more of the specified coverages.
- 25.9 The City shall provide a payment in lieu of health benefits for employees who waive such coverage, in the amount of five hundred (\$500) dollars per year. Effective July 1, 2009 the amount shall increase to one-thousand dollars (\$1,000). Effective July 1, 2010 the amount shall increase to one-thousand five hundred dollars (\$1,500). Effective July 1, 2011 the amount shall increase to two thousand dollars (\$2,000) and will be capped at two thousand dollars.
- 25.10 The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments subject to Section 25.8.

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.

25.11 Effective July 1, 2009 each active employee, and each eligible employee as defined by Article 25.6, who has retired on or after the first day of this Agreement and on or prior to the last day of this Agreement, shall contribute fifteen percent (15%) of the Premium Cost as defined in this Section for the Medical Plan and the Prescription Drug Plan. Effective July 1, 2010 the contribution shall increase to eighteen percent (18%) of Premium Cost. Effective July 1, 2011 the contribution shall increase to twenty-one percent (21%) of Premium Cost. Effective July 1, 2012 the contribution shall increase to twenty-five percent (25%) of Premium Cost. 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 purpose of establishing premiums pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

25.12 BCSA members who were on payroll as of January 30, 2009, will have their PCS contribution capped at twenty-five percent (25%) contributions as of July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement. (See Exhibit P)

25.13 BCSA members with a fixed PCS of 25% of the actual premium paid by the City will permanently stay at 25% of the actual premium paid by the City. BCSA members with a PCS greater than 25% will be rolled back to 25% PCS contribution effective July 1, 2024 that will thereafter increase by one percent (1%) each year up to a maximum of thirty-three and a third percent (33.33%).

The parties agree to continue negotiations on any future 1% per year increases for the "rolled back" BCSA members. The parties will meet, whether in person or remotely via video and/or audio conferencing, not less frequently than once per month commencing not later than 60 days after this Agreement becomes effective and continuing thereafter until the next agreement has been reached.

25.14 Divorced employees must notify the City within thirty (30) days of the effective date of the decree in a dissolution action or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

#### ARTICLE 26 - PENSION PLAN

26.1 All eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement System (CMERS).

#### ARTICLE 27 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 27.1 The City of Bridgeport recognizes that a wide range of problems not directly associated with one's job function can have undesirable effect on an employee's job performance.
- 27.2 The City of Bridgeport 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 is one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems.
- 27.3 Therefore, the City of Bridgeport believes it is in the interest of the employees, the employee's family and the City to provide an employee services which deals with such persistent problems.
- 27.4 The Employee Assistance Program may establish, and therefore eliminate, and provide its services to all City employees and their immediate family members at no cost to employee or family.
- 27.5 The decision to seek the assistance of the 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.
- 27.6 No employee shall be required to seek the assistance of the EAP by his/her supervisor nor penalized for refusal to voluntarily seek such assistance.
- 27.7 No reference or record shall be made or stored in any Personnel, Payroll, Supervisor's, Civil Service Commission, or other file regarding an employees' need for, access to or use of the EAP.
- 27.8 All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission Board, or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.
- 27.9 Employees are assured that their job, future and reputation will not be jeopardized by utilizing this employee service. Strict record confidentiality will be observed at all times.
- **27.10** Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established Bargaining Agreement procedure. There is no conflict or contradiction with the prevailing bargaining unit procedures.
- 27.11 To insure consistency and cooperation, the appropriate union steward will, if the employee consents, become involved when necessary. It should be understood

from the outset that this service is a cooperative effort supported by administration and unions representing City employees.

**27.12** Employees may receive the services of a designated retirement counsellor and receive retirement counseling services when said employees are preparing to retire.

#### **ARTICLE 28 - WEARING APPAREL**

- 28.1 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, or any other protective clothing deemed necessary by the Occupational Safety and Health Administration (O.S.H.A.).
- 28.2 Sanitation employees shall be provided by the City with work clothes of good quality consisting of shirt, jacket, and pants.
- 28.3 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 job is required to perform manual labor.

#### V. HOLIDAYS AND LEAVES

#### ARTICLE 29 - HOLIDAYS

- 29.1 The following days shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the President of the United States of America, or by the Governor of the State of Connecticut or by the Mayor of the City.
- **29.2** If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.
- **29.3** Employees required to work on a holiday at the Director's assignment and/or approval shall be compensated for such work at two (2) times their hourly rate plus holiday pay (1 day's pay) for such work actually performed on the holiday.
- 29.4 If any such holiday shall occur during the vacation of any employee, the

employee shall receive an additional day's vacation in lieu thereof.

**29.5** Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

#### **ARTICLE 30 - VACATIONS**

- **30.1** Vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.
- 30.2 Employees with continuous Municipal Service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the contract year such service is rendered. In each contract year, any employee with one (1) or more years of such Municipal service, but less than five (5) years of such service shall receive two (2) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous Municipal Service but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any employee with ten (10) or more years of continuous Municipal Service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Employees with twenty (20) or more years of continuous Municipal Service shall receive five (5) weeks vacation with pay.
- **30.3 a)** Employees with one (1) week vacation are not eligible for either the option of carryover or payout as set forth below.
- b) Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year but are not eligible for the option of payout for unused vacation time.
- c) Employees with three (3) weeks or more vacation in addition to the carryover option set forth in (b) above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carryover and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.
- d) Employees with four (4) weeks or more weeks vacation, in addition to the carry over option set forth in (b) above, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those

weeks worked. An employee eligible for both carry over and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.

e) Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payouts shall be paid to the employee at the end of the vacation year in which the election is made. Employees may elect to receive a vacation payout of individual vacation days, rather than full vacation weeks, up to a maximum of ten days per year.

#### ARTICLE 31 - SICK LEAVE

- 31.1 <u>Sick Leave Allowance</u>. Employees hired prior to July 1, 1992 shall earn sick leave each 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. Except as specified in Article 31.6 below, employees hired after July 1, 1992 shall be granted ten (10) sick days per year. These days shall be credited to the employee on July 1st of each year.
- 31.2 <u>Sick leave accumulation</u>. Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- **31.3** A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive working days.
- 31.4 Sick leave accumulated at retirement or death or other separation from City service.
- a) Effective July 1, 1992, upon retirement, death or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. The above stated credit shall be paid on a lump sum basis of fifty (50%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of retirement or separation date. Calculation of current year allotment for payment purposes will be made by multiplying the number of full months worked by eighty-three one hundredths (.83). However, sick leave days may be accumulated in excess of two hundred and fifteen days (215) for use when an employee is actually sick.
- b) All accumulated and unused sick leave as of June 30, 1992, shall be paid out at retirement, death or other separation from City service at eighty-five percent

(85%) of accumulation and at the dollar value of wages earned as of June 30, 1992.

c) On the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

#### 31.5 Administration:

- a) The City shall be responsible for the administration of these provisions.
- b) The City shall maintain a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to him.
- c) During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following:
  - 1) A record of an employee's accumulated sick leave shall be submitted to him upon request at least once annually.
  - 2) A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City but not less than once annually.
- 31.6 Employees listed in Exhibit K will be have the Long Term/Short Term Insurance instead of accumulating sick time as per Section 31.1

#### ARTICLE 32 - 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. Such request will not be unreasonably denied. At the end of the contract year, for employees not covered by Article 31.6, employees may elect to receive a payout for only 1 personal day and the remainder of personal days which are unused, will be credited to the employee's sick leave account.

#### ARTICLE 33 - BEREAVEMENT LEAVE

33.1 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 on the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following Mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparent,

grandchildren, step-parents and foster parents. Any other bereavement leave, or any extension of the above leave shall be charged to the employee's sick leave account.

33.2 Employees shall be granted one (1) day leave with pay for the death of any aunt or uncle.

#### ARTICLE 34 - LEAVES OF ABSENCES

34.1 A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay. No leave without pay shall be granted except upon written request of the employee and a guarantee by that employee that the employee will serve the City for at least one (1) year after the employee returns from such leave. Whenever granted, such leave shall be approved in writing and signed 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 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. Failure on the part of an employee on leave to report promptly at its expiration shall be considered as a resignation.

**34.2** No Leave of absence granted to any employee for any reason shall exceed twelve (12) months.

#### ARTICLE 35 – PREGNANCY LEAVE

- 35.1 Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.
- **35.2** Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.
- 35.3 Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been

accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

- **35.4** Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.
- 35.5 Parental leave, shall, upon written request to the department head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 31.
- 35.6 During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this agreement at their own expense, and (b) accrue seniority for all benefits thereto provided by this agreement.
- 35.7 Family and Medical Leave shall be granted in accordance with the City's Family and Medical Leave Policy.

#### ARTICLE 36 - WORKER'S COMPENSATION

- **36.1** In the event that an employee is required to be absent from work due to a job-related accident, the employee shall be entitled to workers compensation payments pursuant to the State Statute.
- 36.2 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 31.2 of Article 31, "Sick Leave", of this Agreement.
- **36.3** If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion request the employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, not to exceed three (3) months in duration and prepare the employee to return to full duty.

- **36.4** 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 modified from time to time by the Plan Administrator and approved by the Workers' Compensation Commissioner.
- **36.5** Employees on Workers Compensation shall be granted a leave until they have reached maximum medical improvement, unless otherwise provided under this Agreement. However, no leave granted to any employee for any reason shall exceed twelve (12) months.

#### ARTICLE 37 - JURY DUTY

For each of its employees who is summoned to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received from the Court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions:

Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the City reimbursement provided herein required for jury duty more often than once in a fiscal year.

#### VI. MISCELLANEOUS

#### ARTICLE 38 - CIVIL SERVICE APPLICABILITY

The City and the Association agree that City employees who are covered by the civil service provisions of the City charter shall continue to remain covered by such Civil Service provisions of the City charter except where such provisions are superseded by this contract. This provision shall not be construed to limit or infringe any of the provisions of this contract.

#### ARTICLE 39 - NONDISCRIMINATION

- 39.1 During the term of this Agreement, neither party shall discriminate against employees because of race, color, sex, sexual orientation, age, religion, ethnic or national origin, marital status, handicap or union membership in a manner contrary to state or federal law. Any claimed violation of this Article shall be processed through the step prior to arbitration under the grievance procedure. Thereafter, any claimed violation of this Article may be arbitrated if agreed by both parties. Use of the male or female gender in this Agreement is intended to apply equally to the other.
- 39.2 Any claimed violation of this Article over which the CT Commission on Human Rights & Opportunities and/or the Federal EEOC would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration but will only be arbitrable if both parties so agree in writing.

#### ARTICLE 40 - COPIES OF THE CONTRACT

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

#### ARTICLE 41 – 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 42 - TERMINATION

All provisions of this agreement shall be effective as of the first (1st) day of July 2018 and shall remain in full force and effect until the thirtieth (30th) day of June 2023. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date.

# ARTICLE 43 – APPLICATION TO RETIREES AND OTHERS SEPARATED FROM CITY SERVICE

The provisions of this agreement shall apply equally to all employees who have retired or separated from City service following the expiration of the prior agreement and before the effective date of this agreement, unless otherwise stated herein or agreed by the parties.

#### ARTICLE 44 - AMERICANS WITH DISABILITIES ACT

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

#### ARTICLE 45 - SUPERVISORY TRAINING

The City shall establish in-house training programs, scheduled annually, to enhance present employee skills, knowledge and abilities to their current position. Such City courses shall include, but not be limited to: Management Skills for New Supervisors, Management Skills for Experienced Supervisors, Sexual Harassment, OSHA required course, computer skills for managers and other courses developed to enhance and improve the supervisory/management skills of City Supervisors.

New Probationary supervisory employees shall be required to complete Management Skills for New Supervisors course (2 days) within their probationary periods. Experienced supervisor employees shall be encouraged to attend four (4) days (25) hours of courses developed by City supervisors per year.

If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training.

The selection of candidates, for training programs, shall be determined by the employee's expression of interest, aptitude, and work record. All requested training

shall be approved by employee's Department Head. For qualified applicant, assignments to training will be determined by order of seniority. Probationary supervisory employees shall be provided Management Skills for New Supervisors within their probationary period.

IN WITNESS WHEREOF, to day of	he parties have caused their names to be signed this the, 2024
FOR THE CITY	FOR THE UNION
Joseph P. Ganim Mayor	Peter J. Karaffa President, BCSA
Eroll V. Skyers Director, Labor Relations	Edward J. Gavin, Esq. Counselor, BCSA

#### EXHIBIT A - JOB TITLES

Accountant

Accountant - Nutrition

Accountant - Federal & State Programs

Administrative Assistant Aids Program Supervisor

Airport Manager
Animal Control Officer
Assistant Building Inspector

Assistant City Clerk

Assistant City Engineer (unaffiliated)

Assistant Comptroller-Financial Information

Services

Assistant Comptroller – Payments Assistant Comptroller – Account Assistant Comptroller – Grants

Assistant Director - Administrative Services

Assistant Director - Clean & Green

Assistant Director Welfare - Social Services

Assistant Director – Workfare Assistant Greenskeeper

Assistant Ice-Skating Rink Man Assistant Manager - Dept. of Data

Management (BOE)
Assistant Medical Doctor
Assistant Operating Engineer
Assistant Personnel Director
Assistant Purchasing Agent
Assistant Records Manager

Assistant Recreation Superintendent Assistant Registrar of Vital Statistics Assistant Special Project Manager Assistant Superintendent of Parks

Assistant Tax Assessor
Assistant Tax Collector
Assistant Town Clerk I
Assistant Town Clerk II
Assistant Zoning Official
Assistant Stationary Engineer
Assistant Comptroller – Financial
Assistant Director of Welfare – Social
Assistant Director of Welfare – Medical
Assistant Supervisor Shipping & Receiving

Benefits Manager Branch Librarian Bridge Superintendent Budget/Policy Analyst Building Official

Central Maintenance Supervisor

Chemist II

Chief Accountant

Chief Project Manager (40 HRS)

City Engineer

City Planning Assistant City Planning Engineer

Civil Engineer I
Civil Engineer II
Client Service Manager
Clinic Coordinator
Clinic Physician

Computer Specialist – Nutrition Computer System Analyst

Construction Development Manager

Construction Inspector

Custodian IV

Custodial Supervisor I Custodial Supervisor II Data Center Manager

Dentist

Deputy CAO for Central Grants Deputy CAO Housing and Community

Deputy Director of Housing

Deputy Director of Housing and Community

Development

Deputy Housing Code Director

Deputy Housing Code Enforcement Officer Deputy Director, Neighborhood Revitalization

Deputy Director of Public Works Deputy Director of Public Facilities

Data Center Manager

Dentist

Deputy Building Official

Deputy Director - Community Development

Deputy Director of Health

Deputy Sealer Weights and Measures

Deputy Tax Assessor

Dietitian

Director of Handicapped Services

Director of Information Technology Services

Director – Department on Aging Director of Central Grants

Director of Community Development Director of Construction Administration

Director of Environmental Health Director of Environmental Sanitation

Director of Finance Director of Laboratories

Director of Lighthouse Program

Director - Office for Persons with Disabilities

Director Office of Neighborhood

Director, Office of Planning

Director of Personnel

Director of Public Health Laboratories

Director of Safety and Security

Director of Public Works Maintenance Director of School Health Security Director of School Health Service

Director School Maintenance

Director Public Facilities Maintenance

Director of Social Services Director of Transportation Director Veteran Affairs Director, Senior Aides

Director, WIC
Dispensary Doctor
Electrical Inspector
Engineering Supervisor
Enterprise Services Manager
Equipment Mechanic Foreman

**Executive Secretary** 

Financial Management Supervisor

Financial Office Manager, Special Education

Golf Courses Assistant Manager Golf Course Assistant Supervisor

Golf Course Manager Golf Course Superintendent Grants Personnel Manager Greenhouse Manager

Greenskeeper H.I.V. Counselor

H.I.V. Education Coordinator Housing Code Enforcement Officer Housing and Comm. Development

HR Staff Coordinator
Human Resources Manager
Immunization Coordinator
Incinerator Superintendent
Infant Mortality Coordinator
Information Services Coordinator

Intake Coordinator Labor Foreman

Laboratory Technician II Landscape Architect

Lead PC Network/Application Analyst

Legal Administrator Legal Office Manager

Librarian I Librarian II Librarian III Librarian IV Librarian V

Library Maintenance Manager Manager of Client Services Manager of Enterprise Services

Manager of Housing and Community

Development

Manager of Human Resources Manager Ice Skating Rink Manager, Municipal Garage

Manager Municipal Parking Garage Manager of Roadway and Park Services

Manager, Support Specialist

Manager, Treatment & Field Operations

Manager of Programming - MICS

Manager of Sanitation, Recycling & Transfer

Station

Maternal & Child Health Physician

Mechanical Inspector Milk Inspector Museum Curator

Network Communications Supervisor

Nutrition Plant Manager

Office Manager Operating Engineer

Operational Supervisor of Custodial Services

Operations Coordinator Para Personnel Assistant Parent Aide Supervisor

Park Caretaker Park Foreman Parking Supervisor Payroll Manager

Payroll/Benefits Supervisor

Permit Inspector

Personnel Assistant Project

Personnel Director Personnel Examiner Personnel Specialist Plan Reviewer Planning Director

Planning and Research Analyst Pollution Control Assistant Chief Pollution Control Chief Operator Pollution Control Foreman II Prevention Project Coordinator

Printer Foreman

Project Controls Engineer

**Project Engineer** 

Project Coordinator - Lead Poison

Project Manager, Health

Project Manager, OPM Management Project Manager of OPR Systems

Project Manager, ITS Project Manager, OPED Project Manager, Public Safety Project Manager, SBHC Project Safety Manager (40)

Program Coordinator

 ${\bf Program\ Coordinator-Infant\ Mortality}$ 

Program Implementor Program Nutritionist

Public Health District Supervisor Public Health Nursing Supervisor Public Safety Communications Budget Public Safety Communications Training

Public Safety Communications Supervisor

Public Utility Worker II Public Works Foreman I Public Works Foreman II Public Works Foreman III Public Works Traffic Foreman

Purchasing Agent
Records Manager
Recreation Supervisor
Recreation Superintendent
Sanitation Supervisor
Sanitation Superintendent
School Based Health Coordinator

School Clinic Coordinator School Lunch Consultant

School Lunch District Supervisor School Lunch Operations Supervisor

School Lunch Supervisor

School Physician

School Security Director

School Plant Maintenance Supervisor

Sealer of Weights and Measures

Senior Housing & Community Development

Senior Office Manager

Senior Project Manager (Meb)

Senior Zookeeper

Sewage Plant Maintenance Supervisor

Sewer System Supervisor

Shift Supervisor Site Coordinator

Site Coordinator/BCSA Social Service Supervisor

Special Assistant to Director - Cafeteria

Special Project Coordinator

Special Project/Student Intern Supervisor

Sr. Project Manager/Construction

Stationary Engineer Store Room Supervisor

Staff Coordinator, Human Resources Superintendent of Field Operations Superintendent of Municipal Parking

Supervising Dental Hygienist

Supervisor

Supervisor/Coordinator of Plan Review Supervisor, Combined Sewer Overflow

Supervisor Department on Aging Supervisor of Fleet Operations Supervisor/Financial Manager Supervisor of Operations Supervisor of Park Security

Supervisor of Permits Supervisor of Roadway Maintenance Supervisor of Shipping & Receiving

Supervising Sanitation

Supervisor of District Operation

 $Supervisor-School\ Base\ Health\ Center$ 

Supply/Inventory Coordinator Support Specialist Manager Systems Administrator Tabulating Supervisor Tax Assessment Engineer Tax Assessment Professional

Traffic Engineer Tree Foreman Tree Climber III Unit Supervisor Utilities Manager

Vocational Services Coordinator

Voting Machine Mechanic

Warehouse Supervisor - Nutrition

**Zoning Administrator** 

Zoning and Coastal Management Zoning Enforcement Officer

Zoo Curator Zoo Manager

NOTE: The title of Health Director has intentionally been omitted from this list as it is an unaffiliated position,

### EXHIBIT B – THIRTY-FIVE HOUR PER WEEK EMPLOYEES

<b>Last Name</b>	First Name	<b>Location Description</b>	Job Class Description
<b>BIELAWA</b>	MICHAEL	LIBRARY	LIBRARIAN II
<b>BORDEAUX</b>	VIVIAN	LIBRARY	LIBRARIAN III
PADILLA	YOLANDA	PUBLIC FACILITIES ADMIN	ACCOUNTANT
<b>VAN TUYL</b>	<b>ELIZABETH</b>	LIBRARY	LIBRARIAN II
WILLIAMS	MARY	LIBRARY	LIBRARIAN II
KEEGAN	PAULA	LIBRARY	LIBRARIAN III
CARR	ALBERT	<b>NUTRITION CENTER</b>	WAREHOUSE SUPERVISOR-NUTRITION

#### EXHIBIT C - EMPLOYEES SUBJECT TO CITY HALL HOURS

#### STIPULATION RE: ALL CITY EMPLOYEES SUBJECT TO CITY HALL HOURS

The City of Bridgeport and the Association hereby agrees as follows:

- 1. For the life of this contract, City Hall hours will be 9:00 a.m. to 5:00 p.m. inter alia, and one hour for lunch.
- 2. Any department, including the Board of Education, which now start the work day prior to 9:00 a.m. or end after 5:00 p.m. may continue such starting and/or closing times, but the hours of work of such employees affected thereby, shall be correspondingly adjusted if necessary so that such employees will not be required to regularly work more than their normal hours per week. The City may further adjust such starting and closing times as provided in Article 11 of this Agreement.
- 3. The Building Department work hours will be from 7:00 a.m. to 4:00 p.m. which includes a one hour unpaid lunch.

#### EXHIBIT D - OVERTIME

The following supervisory employees shall receive time and one half (1½) for any hours worked in excess of forty (40) hours per week, provided such work is approved by the appropriate department head:

Custodial Supervisor I Custodial Supervisor II Custodian IV Equipment Mechanic Foreman Golf Course Superintendent **Electrical Inspector** Labor Foreman Manager of Roadway and Parks Services Manager of Sanitation, Recycling and Transfer Station Mechanical Inspector Park Foreman Printing Foreman Public Safety Communication Supervisor Public Works Foreman I Public Works Foreman II Sanitation Supervisor Senior Zoo Keeper Traffic Foreman Zoo Manager

#### **EXHIBIT E – DISTRIBUTION OF OVERTIME**

The distribution of overtime, as stated in the contract, should be distributed in a manner consistent with §11.3 within the budgetary divisions such as but not restricted to:

Parks

Recreation

Zoo

Airport

Harbor Master

Engineering

**Board of Education** 

Roadway Maintenance

Line & Signs

Recycling

Sanitation

Maintenance

Municipal Garage

Public Safety Communications Center

#### EXHIBIT F - COMPENSATORY TIME/FLEX TIME

This exhibit is to set forth the application of the provisions of the City of Bridgeport's (the "City") collective bargaining agreement (the "Contract") with the Bridgeport City Supervisors Association ("BCSA") to the issue of compensatory time and/or flexible work schedules.

#### **General Provisions**

- 1. Any permanent change in the work schedule of an employee or a department which involves employees who are BCSA members ("employees") will require the advance written approval of the Director of Labor Relations. A change which lasts more than 15 working days will be considered permanent.
- Employees who are considered exempt under the Fair Labor Standards Act are generally expected to work the normal work hours and any additional time necessary to perform their duties. Employees not exempt under the Act will be treated accordingly.
- 3. No accrual of compensatory time or other time off to be carried on the records for employees will be permitted in excess of a total of thirty (30) days without the prior written approval of the Director of Labor Relations and OPM.
- 4. No monetary payment shall be made to employees for compensatory time or accrued time-off for work in excess of normal work hours as provided under this memorandum. No compensatory or flexible time off may be granted to or taken by any employee except as provided in this memorandum without the prior written approval of the Director of Labor Relations.
- 5. Department heads¹ are expected to keep accurate and up-to-date written records of the accrual and usage of time by employees as provided under this memorandum. Records should be maintained on a first-in/first-out basis.

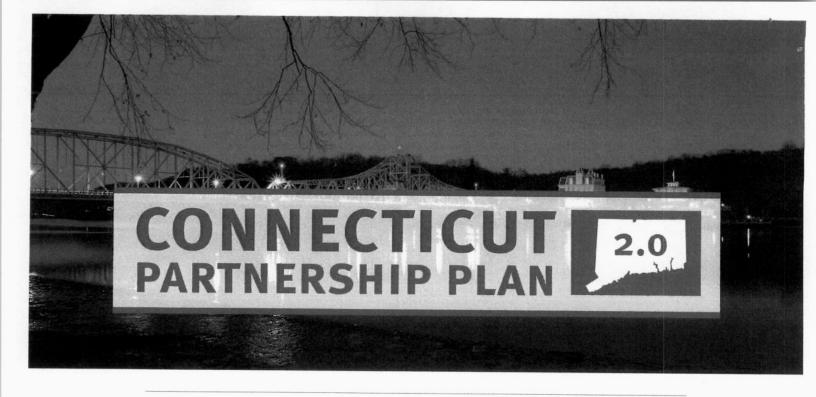
#### Flex/Compensatory Time

1. The Contract provides for a list of specific positions which will receive monetary payment for overtime hours worked in excess of forty (40) hours in one week. Those positions are set forth in Exhibit D to the Contract. Utilization or payment of overtime for these positions will require the department head to obtain prior written approval of OPM unless otherwise directed in writing by the Director of OPM.

- 2. The Contract also provides that, "Subject to the approval of the Director of Labor Relations, employees may work a flexible work schedule, provided such approval shall be subject to the condition that the economy and efficiency of operation are not thereby impaired."
- 3. A Department head may authorize a flexible work schedule for employees who work in excess of normal work hours and are exempt employees under the Fair Labor Standards Act and not eligible for overtime payments under the Contract subject to the following:
  - a. Employees will only receive compensating time-off for work performed in excess of their normal working hours on a temporary basis if such work has the specific prior written authorization of the department head (or the next higher supervisor who is not a BCSA member if the department head is a BCSA members)<sup>2</sup>. Department heads are expected to exercise sound judgment in granting such approval. Approval should not be granted for minor increases or fluctuations in workload or time required to perform normal responsibilities but reserved for major projects or work requirements of an unusual, emergency or extensive nature which require major additional time for performance.
  - b. Department heads may authorize or require employees to take time off that day or that week to reflect additional hours worked so as to bring the total time worked for the week into conformity to normal work hours. Prior written approval of the department head will be required for such time-off. Approvals shall not be given that adversely affect the operation of the department or its hours. Timesheets should reflect these hours.
  - c. Time off compensation for time worked in excess of normal work hours which is not taken off within the work week may be carried forward, on an hour for hour basis, for up to sixty (60) days with the written approval of the department head. Department heads may not extend such sixty (60) days period except with prior written approval of the Director of Labor Relations. Time which is not utilized within the sixty (60) days period, or such extended period as the Director of Labor Relations may approve, will be forfeited and removed from the books.

<sup>2</sup> This limitation applies to all references in department heads who are BCSA members.

# Exhibit G



#### 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 Expanded Access 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 or visit osc.ct.gov/ctpartner.



# POS MEDICAL BENEFIT SUMMARY

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



## POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK	
Emergency Room Care	\$250 copay (waived if admitt	ed)\$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)	

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

<sup>\*\*</sup> 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.



# **Using Your Benefits**

# When you need information about your benefits...

**CareCompass.CT.gov** is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at carecompass.quantum-health.com, or by clicking Sign In on the Care Compass home page
- To view forms, visit CareCompass.CT.gov/forms, or click the Forms button at the bottom of the Care Compass home page.

#### When you need benefits support...

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

#### Earn incentives

The state of Connecticut has identified providers that meet the highest patient care standards for specific procedures and conditions as "Providers of Distinction". By completing your care with a designated "Provider of Distinction", you will receive a cash incentive in the mail.

To view a full list of procedures and incentives, visit CareCompass.CT.gov/providersofdistinction. Note: The amount of the reward varies by procedure or condition.

# When you need to find the best provider or to find a location for a routine lab test...

Visit osc.ct.gov/ctpartner then scroll to Find Providers.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or use the Find Care tool.

#### When you're injured...

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at **CareCompass. CT.gov/orthopedics.** 

#### Help Managing and Reversing Diabetes

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their Alc. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

#### Help Preventing Diabetes

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help yo u prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit CareCompass.CT.gov/diabetes.



#### PRESCRIPTION DRUGS

Prescription Drugs	Maintenance <sup>+</sup> (31-to-90-day supply	Non-Maintenance  /) (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferre	ed)** \$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/\$9,2	00 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 brandname 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 www.osc.ct.gov/ctpartner) and scroll down to Pharmacy under Benefit Summaries.)



#### **HEALTH ENHANCEMENT PROGRAM**

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

#### Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2024 HEP Requirements:

2024 PREVENTIVE	Dependent Requirements	Employee and Spouse Requirements				
SCREENINGS 6-26 years		18-29 years	30-39 years	40-49 years	50-64 years	65+ years
Preventive Visit (Changing to every 2 years for all ages in 2025)		Every	3 years		Every 2 years	
Dental Cleaning	At least 1 per year	At least 1 per year				
Cholesterol Screening		Every 5 years (age 20+)				
Breast Cancer Screening (for women) (Changing to every 2 years for women age 40+ in 2025)		N/A		1 mammogram between ages 45-49	As recom by you	
Cervical Cancer Screening (for women)		Pap every 3 years (age 21+)  Pap only every 3 years or Pap/HPV combo every 5 years		N/A		
Colorectal Cancer Screening		N/A		Cologuar	copy every 10 yeard screening ever ual FIT/FOBT to	y 3 years,

To check your Health Enhancement Program compliance status, visit CareCompass.CT.gov, then sign in or register for your Quantum Health benefits portal. To view your status, click the My Health tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.



#### **HEALTH ENHANCEMENT PROGRAM**

#### Additional Requirements for Those With Certain Conditions

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

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

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

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

Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at carecompass.quantum-health. 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
- Send a secure message to a Care Coordinator for benefits assistance
- Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.



## YOUR BENEFIT RESOURCES

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

www.osc.ct.gov/ctpartner 860-702-3560

General benefit questions, Medical, and Health Enhancement Program (HEP)

Quantum Health
CareCompass.CT.gov or login to your benefits portal from Care Compass
833-740-3258

Prescription drug benefits

CVS Caremark
CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass
1-800-318-2572

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 Bridgeport, City & Board of Education City Employees Only Plan Renewal Date: 07/01/2024



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. Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.

	Cigna D	ental PPO		
Network Options	In-Network: Total Cigna DPPO Network  Based on Contracted Fees		Non-Network: See Non-Network Reimburg	
Reimbursement Levels			Maximum Reimbursable Charge	
Calendar Year Benefits Maximum Applies to: Class I, II & III expenses	\$1,	,000	\$1,000 \$25 \$75	
Calendar Year Deductible Individual Family		25 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 (Note: This service is administrated at the in network coinsurance level.)	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

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 submitted amounts 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 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 will determine the covered Dental Service on which payment will be base and the expenses that will be included as Covered Expenses.			
Oral Health Integration Program <sup>*</sup>	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum.  For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to <a href="https://www.mycigna.com">www.mycigna.com</a> 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:	(A)			
Missing Tooth Limitation	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwis payable until covered for 24 months; thereafter, considered a Class III expense.			
Oral Evaluations/Exams	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 combine 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.			
Crowns, Bridges, Dentures and Partials	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;
- · 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 of dysfunction of the temporomandibular joint (TMJ), stabilize periodontally involved teeth or restore occlusion;
- · Athletic mouth guards;
- · Services performed primarily for cosmetic reasons;
- · Personalization or decoration of any dental device or dental work;
- · 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.

Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at Health Insurance & Medical Forms for Customers | Cigna under Dental Forms.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

© 2024 Cigna / version 02012024

# Exhibit H





40% OFF

additional complete pair of prescription eyeglasses

20% off

non-covered items, including nonprescription sunglasses

### Frequency

Exam

once every plan year

Frame

once every other plan year

Lens

once every plan year

Contact Lens

once every plan year

(Plan allows member to receive either contacts and frame, or frames and lens services)

# Bridgeport City and Board of Education

Insight network

and a second of the second of the second	SUMMARY OF BENEFITS	
VISION CARE	IN-NETWORK	OUT-OF-NETWORK
SERVICES	MEMBER COST	MEMBER REIMBURSEMENT
		The state of the s
EXAM SERVICES		
Exam at PLUS Providers	\$0 copay	Un to 040
Exam	\$20 copay	Up to \$40
Retinal Imaging	Up to \$39	Up to \$40 Not covered
CONTACT LENS FIT AND FOLLOW-UP		Not covered
Fit and Follow-up - Standard	Up to \$40; contact lens fit and two	
D. 10-10-10-10-10-10-10-10-10-10-10-10-10-1	follow-up visits	Not covered
Fit and Follow-up - Premium	10% off retail price	Nex
FRAME	or our otal price	Not covered
Frame at PLUS Provider	20% off balance over \$155 allowance	
Frame	20% off balance over \$105 allowance	Up to \$74
STANDARD PLASTIC LENSES	200 St. Salance over \$103 allowance	Up to \$74
Single Vision	\$30 copay	
Bifocal	\$30 copay	Up to \$40
Trifocal/Lenticular	\$30 copay	Up to \$60
Progressive - Standard	\$85 copay	Up to \$80
Progressive - Premium Tier 1 - 4	\$115 - 205	Up to \$50
LENS OPTIONS	3 CONT. CONT.	Up to \$50
Anti Reflective Coating - Standard	\$45 copay	H- +- 000
Anti Reflective Coating - Premium Tier 1 - 3	\$57 - 85	Up to \$23
Photochromic - Non-Glass	\$75	Up to \$23 Not covered
Polycarbonate - Standard	\$40	Not covered
Polycarbonate - Std < 19 years of age	\$0 copay	Up to \$20
Scratch Coating	\$15	Not covered
Tint	\$15	Not covered
UV Treatment	\$15	Not covered
All Other Lens Options	20% off retail price	Not covered
CONTACT LENSES	and a construction of the	Not covered
Contacts - Conventional	85% of balance over \$105 allowance	11-4-674
Contacts - Disposable	100% of balance over \$105 allowance	Up to \$74 Up to \$74
Contacts - Medically Necessary	\$0 copay; paid-in-full	
OTHER	, , , , , , , , , , , , , , , , , , , ,	Up to \$300
Hearing Care from Amplifon Network	Discounts on hearing aids:	Netering
	call 1.877.203.0675	Not covered
Lasik or PRK from U.S. Laser Network	15% off retail or 5% off promo price:	N.
	call 1.800.988.4221	Not covered

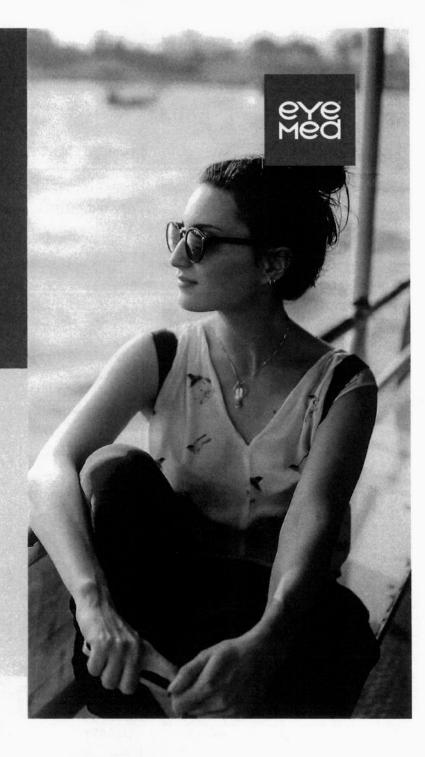
Log into eyemed.com/member to see all plans included with your benefits. EyeMed reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866-939-3633. No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Orthoptic or vision training, subnormal vision aids and any associated eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Some provisions, benefits, exclusions or limitations listed herein may vary by state. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see online provider locator to det

# Savings plus convenience plus choice

PLUS Providers add another layer of coverage

Staying in-network helps you save money on eye exams, frames and lenses. Visiting a PLUS Provider is designed to help you save even more. And since PLUS Providers are already in our network, the additional perks are built right into your vision benefits.

No promo codes, no coupons, no paperwork. The same vision benefits, plus a little more savings.





# The choice is yours

Find plenty of in-network eye doctors – including PLUS Providers – on our Provider Locator. Just look for the PLUS.

Need extra assistance? Contact us at 1.866.939.3633 or visit eyemed.com.

PR VIDER NETWORK



PEARLE VISION



## EXHIBIT I – BCSA MEMBERS ON JANUARY 30, 2009

Last	First	Dept	Title	Job Date	Hire date
AKIN	DONALD	BUILDING DEPARTMENT	MECHANICAL INSPECTOR (40 HRS)	11/1/2006	11/01/2006
ARMOUR	THOMAS	BOE FACILITIES	CUSTODIAL SUPERVISOR I	7/30/2007	06/03/2013
BIELAWA	MICHAEL	LIBRARY	LIBRARIAN II	8/7/1995	07/22/1997
BORDEAUX	VIVIAN	LIBRARY	LIBRARIAN III	2/1/2001	02/01/2017
BOUCHER	PAUL	ZONING COMMISSION	ZONING ADMINISTRATOR	7/28/2008	07/01/2022
BRODERICK	ANDREA	GRANTS DEVELOPMENT/M ANAGEMENT	ACCTFEDERAL & STATE PROG.	9/19/2005	12/17/2007
CATINO	PAUL	PUBLIC FACILITIES ADMIN	BUDGET/POLICY ANALYST	6/29/2007	08/30/1999
CONINE	LUANN	RECREATION	RECREATION SUPERINTENDENT	9/13/2004	08/01/2006
DANCHO	GREGG	BEARDSLEY ZOO CAROUSEL	ZOO MANAGER	7/12/1989	11/25/1997
GRABOWSKI	ANTHONY	BUILDING DEPARTMENT	ASSISTANT BUILDING INSPECTOR (	4/14/2008	04/14/2008
GRANT	JOHN	BUILDING DEPARTMENT	PLAN REVIEWER (40 HRS)	9/24/2007	09/24/2007
KADI	ISSAM	FAIRCHILD WHEELER GOLF COURSE	GREENSKEEPER	6/29/2007	07/01/2013
KEEGAN	PAULA	LIBRARY	LIBRARIAN III	10/29/1984	06/28/2008
KEERTHY	RAVI	WATER POLL CONTROL AUTH	MANAGER TREATMENT & FIELD OPER	5/28/2004	10/07/2002
KICA	ARBEN	BUILDING DEPARTMENT	BUILDING OFFICIAL	8/30/2004	07/01/2022
OLIVEIRA	FERNANDA	PUBLIC FACILITIES ADMIN	SPECIAL PROJECTS COORDINATOR	6/29/2007	06/15/1993
PORZELT	ALAN	BOE FACILITIES	CUSTODIAN IV	2/6/2006	02/06/2006
RESTO	CHRISTINA	TOWN CLERK	ASSISTANT TOWN CLERK I	10/12/2005	08/01/2011
URQUIDI	JON	ENGINEERING	CITY ENGINEER	10/11/2005	08/12/2013

URQUIDI	JON	ENGINEERING	CITY ENGINEER	10/11/2005	08/12/2013
VAN TUYL	ELIZABETH	LIBRARY	LIBRARIAN II	10/23/1995	02/01/2017
WAHN	VINCENT	BOE FACILITIES	CUSTODIAL SUPERVISOR I	2/6/2006	06/22/2009
WILLIAMS	MARY	LIBRARY	LIBRARIAN II	10/1/1997	02/01/2017

EXHIBIT J – NEW BCSA MEMBERS AFTER JANUARY 30, 2009

Last	First	Dept	Title	Job Date	Hire date
AGUEDA	MARIA	HEALTH & SOCIAL SERVICES ADMIN	SPECIAL PROJECTS COORDINATOR	3/21/2017	12/28/2021
ALAMO	NICKY	ROADWAY MANAGEMENT	PUBLIC WORKS TRAFFIC FOREMAN	1/3/2023	01/03/2023
ALLI-BALOGUN	OLUSEYI	LIBRARY	CUSTODIAN IV	6/18/2016	06/08/2016
AMADO	ERIC	CIVIL SERVICE COMMISSION	PERSONNEL DIRECTOR	12/2/2021	12/02/2021
ANASTASI	CHRISTOPHER	COMPTROLLER'S OFFICE	ACCOUNTANT	9/24/2019	03/09/2023
ANDERSON	ROBERT	PUBLIC FACILITIES ADMIN	ASSISTANT SPECIAL PROJECT MNGR	1/29/2024	01/29/2024
ANDREWS	DARNELL	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	3/8/2022	03/08/2022
ANTON	MONIKA	LIBRARY	LIBRARIAN II	9/16/2017	10/15/2022
ANTON	DAVID	INFO TECHNOLOGY SERVICES	SPECIAL PROJECT MGR GIS	3/28/2022	03/28/2022
BALDWIN	JESSICA	VITAL STATISTICS	ASSISTANT REGISTRAR OF VITAL	9/28/2023	09/28/2023
BLAINE	MATTHEW	LIBRARY	LIBRARIAN I	7/31/2023	07/31/2023
BLANDING- VERMONT	REGINA	LIGHT HOUSE YOUTH SERVICES	DIRECTOR LIGHTHOUSE PROGRAM	10/16/2023	10/16/2023
BOTTILLO	GAIL	FIRE DEPARTMENT	EXECUTIVE SECRETARY	3/21/2018	02/25/2020
BREEDEN	FRED	BOE FACILITIES	CUSTODIAN IV	8/22/2018	08/22/2018
BRELSFORD		CIVIL SERVICE COMMISSION	ADMINISTRATIVE ASSISTANT	9/18/2009	09/18/2009
BROWN		PUBLIC FACILITIES ADMIN	SPECIAL PROJECTS COORDINATOR	7/25/2022	07/25/2022
UOTTE	MICHAEL	ENGINEERING	ENGINEERING AID IV	8/5/2022	03/19/2018
		PARKS MAINTENANCE SERVICES	MANAGER OF ROADWAY AND PARKS S	12/12/2016	11/13/2017
		NUTRITION CENTER	WAREHOUSE SUPERVISOR- NUTRITION	5/13/2019	12/04/2023
	ADAM [	IBRARY	LIBRARIAN I	10/9/2018	10/09/2018
OCA	IGNACIO A	AIRPORT	PUBLIC WORKS FOREMAN II	7/6/2021	07/06/2021

COUTTS	JEFFREY	LIBRARY	LIBRARIAN II	2/18/2020	10/04/2021
COWETTE	TAMMY	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	6/25/2012	06/25/2012
CRAWLEY	MASHANTUC K	PUBLIC FACILITIES ADMIN	SPECIAL PROJECTS COORDINATOR	5/3/2021	05/03/2021
CURRY	AARON	PUBLIC FACILITIES ADMIN	DEPUTY DIRECTOR OF PUBLIC FAC	4/10/2017	01/13/2023
DANIELE	CHRISTOPHER	ENGINEERING	CIVIL ENGINEER I	3/8/2021	03/08/2021
DAVIS	GLENFORD	BOE FACILITIES	CUSTODIAN IV	2/5/2018	02/05/2018
DAVIS	NJERI	NUTRITION CENTER	SCHOOL LUNCH CONSULTANT	11/6/2023	11/06/2023
DENTON	CURTIS	INFO TECHNOLOGY SERVICES	ITS DIRECTOR	7/14/2014	08/02/2019
DUHART	GREGORY	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	1/19/2010	01/19/2010
EADDY	NYKIA	LIBRARY	LIBRARIAN III	3/4/2017	07/11/2019
EARLEY	LIZETTE	SCHOOL NURSING	SCHOOL HEALTH NURSE SUPERVISOR	08/22/2016	08/22/2016
EDWARDS	ORLANDO	OFFICE OF POLICY & MANAGEMENT	BUDGET/POLICY ANALYST	10/8/2019	10/08/2019
ELLIS	SYLVESTER	BOE FACILITIES	CUSTODIAN IV	6/22/2009	06/08/2016
ESPOSITO	JAMES	ENGINEERING	PERMIT INSPECTOR	3/18/2024	03/18/2024
ESTEPHAN	JOSEPH	ENGINEERING	PERMIT SUPERVISOR	1/3/2023	10/02/2023
FARLOW	LISA	PURCHASING	ASSISTANT PURCHASING AGENT	1/19/2021	01/19/2021
FERNANDES	EMILIO	SANITATION AND RECYCLING	SUPERVISOR OF DISTRICT OPERATI	12/14/2012	10/16/2023
FERRAIOLO	MICHAEL	DATA MANAGEMENT/SY STEMS	ASSIST MANAGER- DEPT DATA MGT	0 4/17/2023	04/17/2023
FERRANTE	JED	FACILITIES MAINTENANCE	MANAGER OF BUILDING OPERATIONS	2/6/2023	02/06/2023
FERRARO	LEONARD	BOE FACILITIES	CUSTODIAN IV	1/22/2018	01/22/2018
FERREIRA	SANDRA	BENEFITS ADMINISTRATION	HUMAN RESOURCE MANAGER	3/9/2020	03/09/2020
FRANCOEUR	MATTHEW	BOE FACILITIES	CUSTODIAN IV	7/12/2017	07/12/2017

GARCIA	DANIEL	BOE FACILITIES	CUSTODIAN IV	6/8/2016	6/8/2016
GIACOBBE	JOSEPH	BUILDING DEPARTMENT	ELECTRICAL INSPECTOR (40 HRS	5/15/2023	05/15/2023
GIRGIS	MARGARET	LIBRARY	LIBRARIAN III	7/9/2022	07/01/2023
GJONBALAJ	EDLIRA	COMPTROLLER'S OFFICE	ACCOUNTANT	3/12/2018	07/08/2019
GRAF	KRISTIN	LIBRARY	LIBRARIAN II	11/9/2019	05/23/2022
GROSSO	NICHOLAS	SANITATION AND RECYCLING	SANITATION SUPERVISOR	11/13/2017	11/13/2017
HALL	MICHAEL	BOE FACILITIES	CUSTODIAN IV	7/12/2017	07/12/2017
HANNANT	JOSHUA	ENGINEERING	CIVIL ENGINEER I	3/13/2023	03/13/2023
HARAY	BRIAN	POLICE DEPARTMENT	MANAGER MUNICIPAL GARAGE	3/4/2024	03/04/2024
HARRIS	GERALD	BOE FACILITIES	CUSTODIAN IV	7/12/2017	07/12/2017
HATCHETT	BENNY	BOE FACILITIES	CUSTODIAN IV	11/25/2015	02/14/2014
HAWKSLEY	STEPHEN	BOE FACILITIES	CUSTODIAN IV	7/9/2018	07/09/2018
JACK	KIM	COMPTROLLER'S OFFICE	FINANCIAL MANAGEMENT SUPERVIS	1/17/2011	01/17/2011
IOHNSON	EBONEE	NUTRITION CENTER	SCHOOL LUNCH CONSULTANT	3/14/2022	03/14/2022
ONES	VERONICA	TAX COLLECTOR	TAX COLLECTOR	2/13/2012	05/10/2012
ONES	LANDRIS	FIRE DEPARTMENT	ASSISTANT SPECIAL PROJECT MNGR	7/22/2019	07/22/2019
(ARAFFA	PETER	DATA MANAGEMENT/SY STEMS	DIR OF DATA MGT SYSTEM	11/01/2012	11/01/2012
KING	MATTHEW	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	10/29/2018	10/29/2018
CITCHINGS	MICHAEL	BOE FACILITIES	CUSTODIAN IV	7/12/2017	07/12/2017
LEPS	PATRICK	ZONING COMMISSION	ZONING ENFORCEMENT OFFICER	9/12/2022	09/12/2022
NOROVSKA	ANNA	LIBRARY	LIBRARIAN III	4/19/2017	05/03/2022
UBEL	ANN	POLICE DEPARTMENT	EXECUTIVE SECRETARY	2/3/2020	2/3/2020
ARRACUENTE	RAMON	WEIGHTS AND MEASURES	DEPUTY SEALER WEIGHTS AND MEAS	2/22/2010	2/22/2010

LEE	DANIEL	BOE FACILITIES	CUSTODIAN IV	7/12/2017	07/12/2017
LEONZI	JASON	BOE FACILITIES	CUSTODIAN IV	6/8/2016	06/08/2016
LEWIS	TONYA	PUBLIC FACILITIES ADMIN	SENIOR OFFICE MANAGER	11/22/2021	11/22/2021
LITTLE	CHARLES	BOE FACILITIES	CUSTODIAN IV	7/6/2010	12/17/1997
LUPICA	RONALD	ROADWAY MANAGEMENT	PUBLIC WORKS FOREMAN II	1/3/2023	01/03/2023
MASI	SEAN	BUILDING DEPARTMENT	ELECTRICAL INSPECTOR (40 HRS)	1/13/2020	01/13/2020
MASSA	ANDRE	LIBRARY	LIBRARIAN I	3/15/2023	03/15/2023
MASTRONUNZ IO	LISA	CIVIL SERVICE COMMISSION	ASSISTANT PERSONNEL DIRECTOR	1/1/2016	11/13/2023
MATOS	JOSEPH	SANITATION AND RECYCLING	SANITATION SUPERVISOR	1/23/2023	01/23/2023
MATTHEWS	LAURA	LIBRARY	LIBRARIAN V	6/26/2023	06/26/2023
MCBENNETT MAPPA	LAUREN	WATER POLL CONTROL AUTH	PROJECT MANAGER	1/7/2019	01/07/2019
MCDEVITT	BRIAN	PRINT SHOP	PRINTER FOREMAN	7/1/2021	07/01/2021
MCDONALD	KEMEASHA	COMPTROLLER'S OFFICE	CHIEF ACCOUNTANT	3/6/2017	03/14/2022
MCGUIRE	ERIN	BOE INFO TECHNOLOGY	ITS DATA CTR OPERATIONS MGR	5/8/2023	05/08/2023
MERCADO	ROSA	TOWN CLERK	ASSISTANT TOWN CLERK II	10/31/2022	10/31/2022
MILES	MONQUENCE LO	BENEFITS ADMINISTRATION	BENEFITS MANAGER	2/25/2020	02/25/2020
MILLER	JULIE	TAX ASSESSOR	ASSISTANT TAX ASSESSOR	11/4/2019	01/01/2022
MILLER	ANJERICE	CDBG	SENIOR HOUSING & COMMUNITY DEV	9/9/2021	09/09/2021
MORALES	YVETTE	WATER POLL CONTROL AUTH	ACCOUNTANT	1/2/2020	01/02/2020
MORALES	ANGELICA	BOE BUSINESS	FINANCIAL MANAGEMENT SUPERVIS	6/26/2023	06/26/2023
MOZIER-TICHY	KATHERINE	LIBRARY	LIBRARIAN I	8/28/2023	08/28/2023
MURPHY	JOHN	BUILDING DEPARTMENT	DEPUTY BUILDING OFFICIAL (40 H	12/12/2022	12/12/2022
NEGRON MENICUCCI	ROSINA	BUILDING DEPARTMENT	PLAN REVIEWER (40 HRS)	1/3/2023	01/03/2023
NICKLE	ALBERT	BOE FACILITIES	CUSTODIAN IV	1/22/2018	01/22/2018

NIEVES	GILBERTO	ROADWAY MANAGEMENT	PUBLIC WORKS FOREMAN II	11/27/2023	11/27/2023
NOBLE	THOMAS	BOE FACILITIES	CUSTODIAN IV	6/8/2016	06/08/2016
NORKO	THOMAS	AIRPORT	AIRPORT MANAGER	7/2/2018	10/04/2023
ORTIZ	FRANCES	CITY CLERK	ASSISTANT CITY CLERK	11/25/2015	04/21/2010
OTERO	MARY	FINANCE	PAYROLL MANAGER	5/26/2016	05/26/2016
OTERO	DAVID	LIBRARY	LIBRARY MAINTENANCE MANAGER	2/18/2020	02/18/2020
PADILLA	YOLANDA	PUBLIC FACILITIES ADMIN	ACCOUNTANT	11/25/2015	05/03/2021
PADILLA	DESMOND	BOE FACILITIES	CUSTODIAL SUPERVISOR I	6/8/2016	02/10/2022
PAGNOZZI	MARK	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	1/3/2023	01/03/2023
PAOLETTO	RICHARD	WATER POLL CONTROL AUTH	CONSTRUCTION INSPECTOR	6/5/2017	06/05/2017
PAPAZACHARI U	PAWEL	ENGINEERING	CIVIL ENGINEER II	4/29/2013	01/25/2021
PATINO	SEBASTIAN	NUTRITION CENTER	SCHOOL LUNCH CONSULTANT	1/22/2024	01/22/2024
PETTIT	JAIME	LIBRARY	LIBRARIAN I	3/13/2023	03/13/2023
PIRES	MICHAEL	BOE FACILITIES	SPEC PROJ COORD BOE FACILITIES	10/28/2022	08/22/2022
POMONTTY	JOSE	BOE FACILITIES	CUSTODIAL SUPERVISOR I	6/8/2016	10/21/2022
POOSER	HASSON	LIBRARY	LIBRARIAN I	7/1/2023	07/01/2023
POSTOLOWSKI		BOE INFO TECHNOLOGY	DIRECTOR TECHNOLOGY SERVICES	5/30/2017	05/30/2017
POSTOLOWSKI	DAWN	DATA MANAGEMENT/SY STEMS	ASSIST MANAGER- DEPT DATA MGT	04/03/2023	04/03/2023
PRESUME	JEAN	INFO TECHNOLOGY SERVICES	COMPUTER SYSTEMS ANALYST	10/5/2016	07/01/2019
RAMOS	ORLANDO	BOE FACILITIES	CUSTODIAN IV	3/5/2018	03/05/2018
RIVERA	FRANCISCO	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	12/17/2012	12/17/2012
IVERA	ROBERT	BOE FACILITIES	CUSTODIAN IV	7/12/2017	7/12/2017

RIVERA	SAMUEL	RECREATION	EQUIPMENT MECHANIC FOREMAN	2/23/2019	02/23/2019
RODRIGUEZ	LUIS	LIBRARY		3/4/2017	10/02/2019
ROLDAN	RAFAEL	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	3/8/2022	03/08/2022
ROSADO	EDUARDO	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	10/29/2018	10/29/2018
ROSE	CHRISTOPHER		MECHANICAL INSPECTOR (40 HRS)	2/21/2023	02/21/2023
SALAS	VICTOR	BOE FACILITIES	CUSTODIAN IV	3/2/2009	03/02/2009
SAMPIERI	MICHAEL	WEIGHTS AND MEASURES	SEALER OF WEIGHTS AND MEASURES	11/20/2015	06/13/2011
SAMPIERI	NICHOLAS	ZONING COMMISSION	ZONING OFFICIAL	10/3/2022	10/03/2022
SANTIAGO	LUIS	DATA MANAGEMENT/SY STEMS	ASSISTANT MANAGER DATA MGMT	3/7/2024	09/15/2015
SANTOS	SARA	LIBRARY	ADMINISTRATIVE ASSISTANT	11/25/2015	12/31/2012
SATURNO	STEPHEN	BUILDING DEPARTMENT	ASSISTANT BUILDING INSPECTOR (	9/12/2016	09/12/2016
SAVO	JOSEPH	BUILDING DEPARTMENT	ELECTRICAL INSPECTOR (40 HRS)	4/8/2024	04/08/2024
SHARMA	SUMIT	HEALTH & SOCIAL SERVICES ADMIN	DEPUTY DIRECTOR OF HSS	12/19/2022	12/19/2022
SHEEHAN	WILLIAM	EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY COMMUNICATIONS S	3/8/2022	03/08/2022
SICONOLFI	ANTHONY	FAIRCHILD WHEELER GOLF COURSE	ASSISTANT GREENS KEEPER	4/16/2015	04/16/2015
SILVA	JASON	BOE FACILITIES	CUSTODIAL SUPERVISOR I	7/12/2017	02/10/2022
SIMKO	LYNN	FINANCE	PROJECT MANAGER	11/20/2015	02/11/2008
SMERAGLINO	ANTHONY	NUTRITION CENTER	SCHOOL LUNCH CONSULTANT	12/27/2022	12/27/2022
SMITH	JOEL	BUILDING DEPARTMENT	PLAN REVIEWER (40 HRS)	1/2/2020	01/02/2020
SMITH	TANARHA	LIBRARY	LIBRARIAN III	6/5/2023	06/05/2023
SPAIN	JENNIFER	TAX COLLECTOR	ACCOUNTANT	7/5/2016	07/05/2016

JOHN	MUNICIPAL			
	GARAGE	EQUIPMENT MECHANIC FOREMAN	12/14/2020	12/14/2020
DONALD	BOE FACILITIES	CUSTODIAN IV	6/8/2016	06/08/2016
JOSE	PUBLIC FACILITIES ADMIN	DEPUTY DIRECTOR OF PUBLIC FAC	11/20/2015	07/18/2016
ROBERT	BEARDSLEY ZOO CAROUSEL	ZOO CURATOR	11/25/2015	08/15/2022
DOMINGOS	SANITATION AND RECYCLING	PUBLIC WORKS FOREMAN II	2/16/2019	02/16/2019
ROBERT	PARKS MAINTENANCE SERVICES	PUBLIC WORKS FOREMAN II	10/22/2016	10/22/2016
GILBERT	BOE FACILITIES	CUSTODIAN IV	6/8/2016	06/08/2016
STEPHEN	WATER POLL CONTROL AUTH	DIRECTOR - FINANCE	8/31/2015	08/31/2015
ERIC	BOE FACILITIES	CUSTODIAN IV	7/12/2017	07/12/2017
JENNIFER	ANIMAL SHELTER	ANIMAL CONTROL OFFICER	3/7/2016	03/07/2016
JOHN	BEARDSLEY ZOO CAROUSEL	SENIOR ZOOKEEPER	8/31/2020	08/31/2020
PAUL	BOE FACILITIES	SUPERV. OF SHIPPING & RECEIVIN	11/05/2018	11/05/2018
WILLIE	BOE FACILITIES	CUSTODIAN IV	6/8/2016	06/08/2016
YULAN	BOE FACILITIES	CUSTODIAN IV	6/8/2016	06/08/2016
ALEXIS	LIBRARY	LIBRARIAN II	2/5/2020	10/15/2022
	JOSE ROBERT DOMINGOS ROBERT GILBERT STEPHEN ERIC JENNIFER JOHN PAUL WILLIE YULAN	JOSE PUBLIC FACILITIES ADMIN  ROBERT BEARDSLEY ZOO CAROUSEL  DOMINGOS SANITATION AND RECYCLING  ROBERT PARKS MAINTENANCE SERVICES  GILBERT BOE FACILITIES  STEPHEN WATER POLL CONTROL AUTH ERIC BOE FACILITIES  JENNIFER ANIMAL SHELTER  JOHN BEARDSLEY ZOO CAROUSEL  PAUL BOE FACILITIES  WILLIE BOE FACILITIES	JOSE PUBLIC FACILITIES ADMIN OF PUBLIC FAC ROBERT BEARDSLEY ZOO CAROUSEL  DOMINGOS SANITATION AND RECYCLING FOREMAN II  ROBERT PARKS PUBLIC WORKS FOREMAN II  ROBERT PARKS PUBLIC WORKS FOREMAN II  SERVICES  GILBERT BOE FACILITIES CUSTODIAN IV  STEPHEN WATER POLL CONTROL AUTH  ERIC BOE FACILITIES CUSTODIAN IV  JENNIFER ANIMAL SHELTER ANIMAL CONTROL OFFICER  JOHN BEARDSLEY ZOO CAROUSEL  PAUL BOE FACILITIES SUPERV. OF SHIPPING & RECEIVIN  WILLIE BOE FACILITIES CUSTODIAN IV  YULAN BOE FACILITIES CUSTODIAN IV	JOSE PUBLIC FACILITIES ADMIN OF PUBLIC FAC ROBERT BEARDSLEY ZOO CAROUSEL DOMINGOS SANITATION AND RECYCLING PUBLIC WORKS FOREMAN II  ROBERT PARKS MAINTENANCE SERVICES GILBERT BOE FACILITIES CUSTODIAN IV  ERIC BOE FACILITIES CUSTODIAN IV  BEARDSLEY ZOO CAROUSEL  ANIMAL SHELTER ANIMAL CONTROL OFFICER  JOHN BEARDSLEY ZOO CAROUSEL  PAUL BOE FACILITIES SUPERV. OF SHIPPING & RECEIVIN  WILLIE BOE FACILITIES CUSTODIAN IV  6/8/2016  11/20/2015  11/25/2015  11/25/2015  11/25/2015  11/25/2016  11/25/2016  11/25/2015  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2016  11/25/2018  11/25/2018  11/25/2018  11/25/2018  11/25/2018

### EXHIBIT K - EMPLOYEE WITH LONG TERM / SHORT TERM INSURANCE

Last Name	First Name	Title	Department
Anaeto	Mark	Policy Analyst	Office of Policy & Management
Catino	Paul	Policy Analyst	Public Facilities
Caviness	Deborah	Senior Project Manager	Minority Business Resource Office
Cote	David	City Engineer	Engineering Office
Cottell	John	Utilities Manager	Public Facilities
Dunn	David	Personnel Director	Civil Service
Finch	Janet	Human Resources Manager	Health Benefits Administration
Grabarz	Theodore	Deputy Director	Public Facilities
Heller	Adam	Director	Information Technology Services
Kadi	Issam	Assistant Greens Keeper	Fairchild Wheeler Golf Course
Keogh	Peter	Assist Special Project Manager	Water Pollution Control Authority
Lattin	Thomas	Special Project Coordinator	Public Facilities
Molina	Iris	Director	Social Services
Papa	Tammy	Director	Light House Program
Royer	Beth	Project Manager	Office of Policy & Management
Syed	Aijaz	Project Manager OPED	Information Technology Services
Weiner	Richard	Benefits Manager	Health Benefits Administration

#### EXHIBIT L - CLERICAL ERROR AGREEMENT

The Bridgeport City Supervisors Association and the City of Bridgeport are entering into a collective bargaining agreement. During the time frames covered by this agreement the parties agree to fully cooperate and adjust the collective bargaining agreement for any clerical errors contained within the agreement. It is the intention of the parties that if any clerical errors do occur, that the City and BCSA will work to rectify these errors. If the parties are unable to come to an agreement regarding any clerical error revisions, the parties agree to enter binding arbitration in accordance with the procedure established in Article 13 of the Collective Bargaining Agreement.

# Exhibit M

### TENTATIVE AGREEMENT

### City of Bridgeport

## Bridgeport City Supervisors Association June 6, 2024

- 1. TERM OF CONTRACT: 7/1/2023 to 6/30/2026 (4 years)
- **4.4** Seniority shall mean length of service to the municipality as a member of the Bridgeport City Supervisors Association. Such seniority shall apply to the employee's rights in cases of lay-offs, re-employment, transfers and vacation.

#### ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.1 All employees covered by this Agreement will work (not including an unpaid lunch) a forty (40) hour week except for employees listed on Exhibit B who work thirty-five (35) hours per week as indicated on the Exhibit (not including an unpaid lunch). The starting and finishing time of the hours of work may be changed by the City for seasonal or operating reasons or the convenience of the Public after the City meets and confers with the Association regarding such changes (See Exhibit C).
- 11.2 If Employees identified in Exhibit D are required towork more than forty (40) hours in one regularly scheduled week, they shall be compensated for such overtime at time and one half  $(1\frac{1}{2})$  their regular hourly rate, except as otherwise indicated.

#### ARTICLE 18 - WAGES

- 18.1A Effective July 1, 2023, the annual salary of employees covered by this agreement shall be increased by three percent (3.0%)
- 18.1B Effective July 1, 2024, the annual salary of the employees covered by this agreement shall be increased by three percent (3.0%)
- 18.1C Effective July 1, 2025, the annual salary covered by this agreement shall be increased by three percent (3.0%)
- 18.1D Effective July 1, 2026, the annual salary covered by this agreement shall be increased by three percent (3.0%).

#### ARTICLE 25 - INSURANCE

25.13 BCSA members with a fixed PCS of 25% of the actual premium paid by the City will permanently stay at 25% of the actual premium paid by the City. BCSA members with a PCS greater than 25% will be rolled back to 25% PCS contribution effective July 1, 2024 that will thereafter increase by one percent (1%) each year up to a maximum of thirty-three and a third percent (33.33%).

The parties agree to continue negotiations on any future 1% per year increases for the "rolled back" BCSA members. The parties will meet, whether in person or remotely via video and/or audio conferencing, not less frequently than once per month commencing not later than 60 days after this Agreement becomes effective and continuing thereafter until the next agreement has been reached.

#### ARTICLE 27 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

27.12 Employees may receive the services of a designated retirement counsellor and receive retirement counseling services when said employees are preparing to retire.

#### ARTICLE 29 - HOLIDAYS

**29.1** The following days shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the President of the United States of America, or by the Governor of the State of Connecticut or by the Mayor of the City.

#### ARTICLE 30 - VACATIONS

30.3

e) Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payouts shall be paid to the employee at the end of the vacation year in which the election is made. Employees may elect to receive a vacation payout of individual vacation days, rather than full vacation weeks, up to a maximum of ten days per year.

### ARTICLE 32 - 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. Such request will not be unreasonably denied. At the end of the contract year, for employees not covered by Article 31.6, employees may elect to receive a payout for only 1 personal day and the remainder of personal days which are unused, will be credited to the employee's sick leave account. Personal leave with pay shall be granted to any employee on request for personal business from April 1st through March 31st for any employee covered under this agreement.

### ARTICLE 36 - WORKER'S COMPENSATION

**36.5** Employees on Workers Compensation shall be granted a leave until they have reached maximum medical improvement, unless otherwise provided under this Agreement. However, no leave granted to any employee for any reason shall exceed twelve (12) months.

FOR THE CITY

Joseph P. Ganim, Mayor

Eroll V Skyers, Esq. Dir. Labor Relations FOR THE UNION

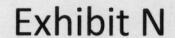
Peter J. Karaffa President, BCSA

Edward Gavin, Esq. Legal CounseLto BCSA

#### MEMORANDUM OF AGREEMENT between City of Bridgeport

and

Bridgeport City Supervisors Association



The undersigned Parties hereby agree as follows:

#### 1. Plan Changes

Effective January 1, 2019, in lieu of the existing health plan offered to employees and retirees (hereinafter "plan participants") administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan). If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on December 31, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

#### 2. **Employee Contribution**

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

#### 3. **Providers**

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

City of Bridgeport

Bridgeport City Supervisors Association

# AGREEMENT REGARDING OVERTIME IN BUILDING DEPARTMENT

March 8, 2017

Exhibit O

This agreement is between the City of Bridgeport (hereinafter the "City"), the Bridgeport City Supervisors Association (hereinafter the "Union")

Whereas, the City of Bridgeport is desirous of clearing a backlog of uncompleted inspections in the Building Department and providing timely service to clients, and

Whereas, the Bridgeport City Supervisors Association is supportive of this effort;

**Therefore,** the parties above hereby understand and agree to the following mutually beneficial conditions:

- Weekend and daily overtime for professional staff in the building department will be approved for projects where the contractor has requested and prepaid for inspection work to be performed during hours outside of the Building Department's normally scheduled work hours.
- 2. "Professional staff' as described above is limited to Mechanical Inspectors, Electrical Inspectors, Assistant Building Inspectors, Building Official, Deputy Building Official and Plan Reviewers. This list is intended for this agreement only, and does not modify or expand the list of overtime eligible BCSA members listed in Exhibit D of the collective bargaining agreement.
- 3. For purposes of this agreement overtime hours are those worked beyond forty (40) hours in one workweek.
- 4. Article 11.3 of the collective bargaining agreement regarding the distribution of overtime shall not apply to overtime assigned pursuant to this agreement. Disputes regarding the apportionment or distribution of overtime shall not be arbitrable.
- 5. Overtime can only be worked if it is properly assigned and consistent with the provisions of §11.8 of the collective bargaining agreement.
- 6. Weekend overtime assignments shall be paid a minimum of four (4) hours at the applicable overtime rate. This minimum four (4) hour provision shall not apply to hours worked are that are contiguous to one end or the other of a normal working day. Employees earning overtime under this

- agreement shall not be entitled to any-night bonuses for this overtime described in the collective bargaining agreement.
- 7. This agreement can be terminated at any time and for any reason by the City with 10 days written notice to the Union.
- 8. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union will not cite or otherwise utilize this agreement or any of its substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

FOR THE CITY

Janene Hawkins

Director, Labor Relations

c3:'10/.:to 17

Date

FOR THE UNION

Anthonyavai

President - BCSA

3f < 1?

Date /

# Exhibit P

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

This agreement is between the City of Bridgeport (hereinafter the "City"), the Bridgeport City Supervisor's Association (hereinafter the "Union").

The parties above hereby agree to the following:

- 1. The intent of this agreement is to clarify the percent(%) amount of premium cost share (PCS) to be paid by new members of the union and to illuminate the distinction between new members of the union hired by the City on or before January 30, 2009 and those hired after January 30, 2009.
- 2. Members of the Union, or new members to the Union by virtue of an intra-City transfer, who were hired on or before January 30, 2009 and who were regular full time employees on said date shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance. This 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage as defined in the 2008-2013 Collective Bargaining Agreement and elect City health benefits coverage at the time of their retirement.
- 3. New members to the Union, who were hired after January 30, 2009 shall pay a PCS contribution for their health care insurance according to the following schedule:

January 30 2009	25%
July 1, 2010	26%
July 1, 2011	27%

PCS shall increase by 1% per year on July 1st of each year, until a cap of 50% is reached.

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

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

Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.
- 5. This agreement covers PCS contributions for health care insurance (medical and prescription coverage) as generally provided by the City in 2009. This agreement shall not apply to new or substantially altered benefits plans not currently offered by the City, which may be instituted by the City or offered to its employees in the future.
- 6. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union will not cite or otherwise utilize this agreement or any of the substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

Lawrence E. Osborne Director - Labor Relations	FOR THE UNION  Elizabeth Petrocelli President, BCSA	Date
Thomas Mc Carthy Deputy <b>n</b> extor – Labor Relations	First Vice President, BCSA	5/15/14 Date
	Edward J. Gavin Counselor for BCSA	Date



# City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on <u>Public Safety and Transportation</u> begs leave to report; and recommends for adoption the following resolution:

Item No. \*83-23 Consent Calendar

A Resolution by the Bridgeport City Council
Regarding the
United States Department of Transportation
Advanced Transportation Technology and Innovation (ATTAIN) Program
(#24298)

WHEREAS, the US Department of Transportation is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Save America's Treasures grant program; and

WHEREAS, funds under this grant will be used to complete the design and construction of smart technology traffic signals at intersections along Railroad Avenue; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the US Department of Transportation to improve the safety and efficiency of intersections on this important stretch of roadway.

#### 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 **United States**Department of Transportation for the purpose of its ATTAIN grant program.
- 2. That it hereby authorizes, directs and empowers the Mayor or his designee to accept any funds that result from the City's application to the United States Department of Transportation 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

Committee on Public Safety and Transportation Item No. \*83-23 Consent Calendar

-2-

# RESPECTFULLY SUBMITTED, THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION

Rolanda Smith, <b>Co-Chair</b>	Michelle A. Lyons, <b>Co-Chair</b>
Jorge Cruz, Sr.	Jazmarie Melendez
AmyMarie Vizzo-Paniccia	Maria I. Valle
Enei	da L. Martinez

City Council Date: June 17, 2024



#### **GRANT SUMMARY**

PROJECT TITLE:

United States Department of Transportation - Advanced Transportation

Technology and Innovation (ATTAIN) Program (#24298)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:

Joseph Katz

PHONE NUMBER:

203-576-7732

**PROJECT SUMMARY/DESCRIPTION:** US DOT ATTAIN will award grants to eligible entities to deploy, install, and operate advanced transportation technologies to improve safety, mobility, efficiency, system performance, intermodal connectivity, and infrastructure return on investment. If awarded, the City will use these funds to install smart technology traffic signals along the Railroad Ave corridor in the City's South and West End neighborhoods. This project will replace aging signals and will also improve and update pedestrian crossings. Once completed, it will be a model for future traffic signal projects throughout the city.

CONTRACT PERIOD: TBD (36-month project period)

FUNDIN	G SOURCES (include matching funds):
Federal:	\$ 7,600,000.00
State:	\$ 0
City:	\$ 1,900,000.00
Other:	\$ 0

GRANT FUNDE	D PROJECT FUNDS REQUESTED	
Contractual:	\$ 500,000.00	
Construction:	\$ 9,000,000.00	
Materials/Supplies:	\$0	

MATCH REQUIRED-		
	CASH	IN-KIND
Source: Municipal Funds	\$1,900,000.00 (Construction)	