

**AGREEMENT**

**BETWEEN**

**THE CITY OF BRIDGEPORT**

**and**

**NEW ENGLAND HEALTH CARE EMPLOYEES  
UNION  
DISTRICT 1199/SEIU**

**July 1, 2008**

**to**

**June 30, 2012**



## I. THE UNION AND UNION SECURITY

### PREAMBLE

The following agreement entered into by and between the City of Bridgeport (hereinafter called the "Employer"), and the New England Health Care Employees Union, District 1199/SEIU with its offices at 77 Huyshope Avenue, Hartford, Connecticut, (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of said Employer, as hereinafter defined, now employed and collectively designated as the "Employees".

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

### ARTICLE I - RECOGNITION

1-1. The Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement, as hereinafter provided.

1-2. The Union recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative(s) of the Employer for the purpose of collective bargaining and contract administration.

## ARTICLE II - DEFINITIONS

2-1. **Public Health Nurse.** A Bridgeport Public Health Nurse is a Registered Professional Nurse who, under the direction of the Director of Public Health, appraises individual and family health needs and hazards - existing or potential; provides health counseling (including emotional support) to individuals, families and groups in clinics, schools, other organized settings, in the home, consults with and refers families to appropriate personnel within the City Health Department, school system or community services; carries out nursing duties contributing to diagnosis, treatment and rehabilitation; gives, arranges, teaches or supervises nursing for sick and injured; works with other health or health-related personnel as a member of a multi-disciplinary team geared to the solution of health and medical problems; prepares reports of clinic and other activities, incidents and patient health status; understands and complies with confidentiality of patient records; assists in ensuring compliance with health laws and regulations.

2-2. **School Health Nurse.** A Bridgeport School Health Nurse is a Registered Professional Nurse who, under the direction of the Director of Public Health, reporting to the Superintendent of Schools or his/her designee appraises individual and family health needs and hazards - existing or potential; provides health counseling (including emotional support) to individuals, families, schools, other organized settings, consults with and refers families to appropriate personnel within the City Health Department, school system or community services; carries out nursing duties contributing to diagnosis, treatment and rehabilitation; gives, arranges, teaches or supervises nursing for sick

and injured; works with other health or health-related personnel as a member of a multi-disciplinary team geared to the solution of health and medical problems; prepares reports and other activities, incidents and patient health status; understands and complies with confidentiality of patient records; assists in ensuring compliance with health laws and regulations.

**2-3. Nurse Practitioner**, as a primary care provider, assesses the health status of patients to detect the presence of health problems. Manages health problems of patients in accordance with physician approved standing orders which include suitable referrals, therapeutic procedures and the administration of medication or immunization. The Practitioner supervises clinic aides and outreach workers and performs related work.

**2-4. Nurse**, when used in this Agreement refers to both Public Health Nurses, School Health Nurse and Nurse Practitioners.

### **ARTICLE III - UNION SECURITY**

**3-1. Union Security** – It shall be a condition of employment that all Employees of the Employer covered by this agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of the Union during the term of this 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 (31<sup>st</sup>) day following the effective date of this Agreement become and remain members in good standing in the Union or pay to the Union an appropriate agency fee as established by the Union. It shall also be a

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

**3-2.** The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article.

### **ARTICLE IV - CHECK OFF**

**4-1.** Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each week, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.

**4-2.** Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

**4-3.** The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

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

4-4. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues week involved, shall have failed to receive sufficient wages to equal the dues deductions.

4-5. Each month the Employer shall remit to the Union all deductions, dues and initiation fees made from the wages of Employees for the preceding week, together with a list of all Employees from whom dues and/or initiation fees have been deducted. Said list shall include the Employment number.

4-6. The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, employment number, classifications of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leaves of absence.

4-7. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

4-8. It is also agreed that neither any Employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.

4-9. Upon the receipt of a written authorization from an Employee, in the form annexed hereto as Exhibit B, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, the sum specified in said authorization and remit same to the New England Health Care Employees Union, District 1199, Political Action Fund, 77 Huyshope Avenue, Hartford, CT 06106. An Employee may revoke such authorization by written request to the Employer. The Union agrees to indemnify Employer's compliance with this provision.

#### **ARTICLE V - UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

5-1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in the Grievance Procedure.

5-2. The staff representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, Delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union staff representative finds it necessary to enter a department of the Employee for this purpose, he/she shall first advise the Administrator or the head of the department or his/her designee in person, as the Employer shall state.

5-3. A Delegate intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Employer. Such visits shall only be denied by the Employer because of operation requirements but in no event later than the start of the next regular shift.

5-4. The Employer shall provide space on existing Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. The Union agrees that the notices and material posted shall not contain derogatory comments or attacks against the City, its departments, agencies or officials.

5-5. The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance only at regular delegate assembly meetings provided Employer operations shall not be impaired.

#### **ARTICLE VI - PROBATIONARY/PROMOTIONAL EMPLOYEES**

6-1. Newly hired Employees shall be considered probationary for a period of three (3) months from the date of employment. The probationary period may be extended for an additional three (3) month period with the approval of the Union and the Employer. The Union shall not unreasonably deny such extension.

6-2. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The end of the probationary period shall be upon completion of his/her shift on their last probationary day.

6-3. Employees promoted to probationary, provisional or acting position shall have the right to return the bargaining unit with adjusted

Bargaining Unit Seniority, within one year of the acceptance of said position. Adjusted Seniority shall mean seniority minus the length of time out of the Bargaining Unit. The one (1) year period shall not be extended.

#### **ARTICLE VII - SENIORITY**

7-1. **Definition.** Seniority is defined as the length of continuous municipal service except for bidding, lay-off and recall purposes under this Agreement. For bidding, lay-off and recall purposes, Bargaining Unit Seniority shall apply. School Nurses and Public Health Nurses have no rights to cross over between the City of Bridgeport and the Board of Education except for layoff and recall. "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employee in a 1199 bargaining unit position within the City of Bridgeport covered by this collective bargaining agreement with the employer as stated in Side letter #1 of this Agreement.

7-2. **Accrual.** An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

7-3. Bargaining unit seniority shall accrue during an approved leave as identified in Article 22 provided that the employee returns to work immediately following the expiration of such leave.

7-4. Seniority as defined herein shall be applied to all requests for transfers where vacancies occur.

7-5. When a vacancy occurs or a new position is created that the City intends to fill on a permanent basis, the following procedure shall apply:

a) The vacancies or positions will be posted for a period of five (5) days, excluding weekends and holidays.

- b)** The posting will identify the position, title, job description, salary, work location, and schedule.
- c)** The position will be awarded, after bidding on the basis of Bargaining Unit Seniority, culture requirement and qualifications based on licensure.
- d)** The City will not fill such vacancies in an arbitrary and capricious manner.
- e)** Should no current Employee possess the necessary qualifications, the City may seek an outside hire. The City shall date and time all applications and the new hire shall accrue seniority as stated in 7.2.
- f)** The City may fill such vacancy temporarily if an emergency exists. However, the definition of the emergency and the filling of such a vacancy must be discussed with the Union. The discussion shall include the length of the temporary need and any other particulars about the vacancy.
- g)** Employees must apply within the posting period to be considered under Section 7.5 above.

**7-6.** The following shall apply to all School Health Nursing assignments:

- a)** Every three (3) years School Health Nurse shall bid on assignments. The bidding procedure will begin in June. The effective date of any change shall start two (2) weeks prior to school opening. Bidding commenced in 1986 and will continue every three (3) years thereafter.
- b)** Assignments shall be filled based on Bargaining Unit Seniority and cultural requirements. Everthing being relatively equal, Bargaining Unit Seniority shall prevail.

- c)** Bidding: For the purposes of bidding, School Health Nurse will bid every three (3) years based on Bargaining Unit Seniority.

**7.7.** Should a vacancy in an assignment occur during the year the following shall apply:

- a)** The position may be filled on a temporary basis until two (2) weeks before the start of school.
- b)** On June 1, of non-bidding years, open positions/assignments shall be posted and assignments shall be awarded as written in Section 7.5.
- c)** The new hire will go to the former assignment of the nurse who is awarded the vacant position.

**7.8.** If a nurse's assignment is eliminated and another assignment is available, that nurse shall fill it temporarily until the end of the school year, then 7.5, 7.6 or 7.7 shall apply. If no assignment is available, the employer shall comply with Article 8, Layoff and Recall.

**7.9** Any Public Health Nurse shall bid to any School Health Nurse vacancies by July 1, 2009. After this bidding between the Public Health Nurse and School Health Nurse shall be closed, but there shall be a reopener to discuss the issue of bidding only. This does not include the normal bidding process for School Health Nurse that takes place every three (3) years. The parties to this Agreement shall meet for this reopener starting April 1, 2010, and shall reach a TA or memorandum of Understanding on this issue by June 1, 2010. (See Side letter, effective September 17, 2011)

## ARTICLE VIII - LAYOFF AND RECALL

8-1. In the event the Employer make a reduction of hours or lays off bargaining unit members the Employer shall notify the Union four (4) weeks in advance of the reduction or lay-off. The Employer shall give each Nurse affected a four-week written notice of such reduction or lay-off or pay in lieu thereof. The Union may request a meeting to avoid or mitigate said reductions or lay-off.

8-2. Seniority shall mean length of continuous employment with the 1199 Bargaining Unit. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

8-3. In the event that the Employer makes a reduction in the number of Employees covered by this Agreement, Employees with the least seniority will be laid off first, provided that the more senior Employees have the present ability to perform the work required. For the purpose of determining the order of layoff and recall only, all registered nurses in the unit will be treated as one seniority group. Seniority shall mean length of continuous employment with the Employer. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

## II. MANAGEMENT AND THE WORK PLACE

### ARTICLE IX - MANAGEMENT RIGHTS

9-1. Except as expressly modified or restricted by the specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights to recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel; determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position and of the department; acquire and maintain essential equipment and facilities required to conduct the City's business of providing City services; exercise complete control over its organization and the technology of performing its work; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such a right, prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with express provisions of this agreement. The City shall not exercise its management rights in violation of this obligation under MERA (The Connecticut Municipal Employee Relations Act. C.G.S. #7-467, et seq).

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

#### **ARTICLE X - HOURS OF WORK**

**10-1.** The normal hours of work for the Public Health Nurses and School Health Nurse will be as follows:

8:00 AM to 3:30 PM  
Monday through Friday.

The normal hours for the Clinics will be as follows:

8:00 AM to 3:30 PM  
Monday through Friday.

Nurses will have a one-half (1/2) hour lunch period, not to be used for travel nor any other work duties.

**10-2.** The overtime rate for all Employees covered by this Agreement will be time and one-half the regular hourly rate for all hours worked in excess of the normal working hours.

**10-3.** School Health Nurses (SHN) will have a Separate classification. School Health Nurses will switch to the education calendar (186 days), they will move to this work schedule at the end of the 2009 school year (June 24). School Health Nurses will receive no general wage increases for the life of the contract.

#### **ARTICLE XI - NEGOTIATIONS AND CONFERENCES**

**11-1.** The City agrees that the members of the Union's Negotiating Committee engaged during normal work day negotiations or special conferences on behalf of the Union with the City during the term of this Agreement, shall be entitled to release time, within reason, without loss

of salary. The Union also agrees to meet for purposes of negotiation on off-duty time at least to the same extent as the released time.

**11-2.** Not more than five (5) nurses from each department, representing the Union, shall be released at the same time.

#### **ARTICLE XII - GRIEVANCE PROCEDURE**

**12-1.** A grievance shall be defined as a dispute which may arise over the interpretation, application or meaning of this Agreement, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

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

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

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

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

**Step 3.** If a grievance is not resolved at Step Two, the Union representative shall present it to the Office of Labor Relations within five (5) working days after the decision of the department head is received. If requested by the Union, the Office of Labor Relations shall meet with interested parties no later than five (5) working days after the receipt of the grievance and in any case shall render his/her decision in writing within ten (10) days of receipt of the grievance.

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

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

The decision rendered by the American Arbitration Association, regardless of the initiating party, shall be final and binding on the parties.

It is mutually understood and agreed that no probationary Employee at the entrance level shall have access to the grievance procedure where the issue is one of his/her discipline or discharge, and no probationary Employee in any promotional classification shall have

access to the grievance procedure where the issue is one of his/her demotion.

**12-2.** Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

**12-3.** A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union Representative.

### **ARTICLE XIII – DISCIPLINARY ACTION**

**13.1** The City shall have the right to maintain discipline and efficiency and shall have the right to discharge, suspend, or discipline an Employee for just cause.

**13.2** The City will notify the Union in writing of any discharge or suspension by mailing notice of discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. Said notice shall be sent to the Union Office, in Hartford, and notice shall be considered given on the date mailed. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the City within ten (10) working days from the date of receipt of notice of suspension or discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, however, commencing at Step 3 of the grievance machinery.

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

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

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

#### **ARTICLE XIV - DRUG TESTING**

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

### **III. MONATARY PAYMENTS**

#### **ARTICLE XV - SALARIES**

**15-1.** The annual salaries of the nurses covered by this Agreement are set forth in Appendixes A, B, C, D, and E.

**15-2.** Compensation of three hundred and fifty (\$350) dollars annually shall be granted to a Public Health Nurse and School Health Nurse having sixty (60) or more credits towards a BS Degree in nursing, public health or a directly related nursing field from an accredited school.

**15-3. a)** Compensation of five hundred (\$500) dollars annually over and above the annual salary shall be granted to nurses having a BS Degree in nursing, public health or a directly related nursing field from an accredited school.

**b)** Compensation of six hundred (\$600) dollars annually shall be granted to nurses having a Master's Degree in nursing, public health or directly related nusing field from an accredited school. These sums are payable in a lump sum to those eligible on or about October 1, of each year.

**15.4.** Nurses who bid to work at schools during the summer will receive a rate of \$37.50 per hour. Bidding for this work will be based on seniority.

**15-5.** All personnel shall be advanced within the salary range in accordance with the established practice.

**15.6.** Educational qualifications and previous experience shall be taken into consideration in determining the starting salary for new Employees. A nurse who has been actively engaged in the nursing profession, upon being hired, shall be given credit for such experience in the following manner:

**a)** If the experience has been in the public health field, is of a character satisfactory to the City, the Public Health Nurse and School Health Nurse shall be hired on Step II.

b) Department Heads may, with the approval of the Director of Labor Relations, hire a Nurse Practitioner at a higher step above entry level.

15-7. A part-time Employee shall be defined as an Employee who works nineteen (19) hours a week or less.

15.8. All Nurses will go to direct deposit effective 7/1/2010. The pay schedule for the Nurses will remain 52 weeks.

#### **ARTICLE XVI- REIMBURSEMENT**

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

#### **ARTICLE XVII - TUITION REIMBURSEMENT**

17-1. The City and the Union has mutual recognition of the advantages to the City for Employees to continually improve themselves through additional training and education programs, agree as follows:

a) The City shall reimburse each employee for the cost of tuition up to two hundred (\$200) dollars per credit for undergraduate courses and two hundred (\$200) dollars per credit for graduate level courses plus the cost of books and all registration, lab and other fees related to the course.

Payment shall be made within sixty (60) days of submission of their cost to the labor negotiator and upon satisfactory completion at a Grade C or better for each course or a pass grade in a pass/fail course, at an accredited college or university in subject taken towards advanced degrees in nursing or directly related nursing field. Each employee will be limited to nine (9) credits per fiscal year. The employee must apply and obtain written approval of the City's Labor Relations Director in

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

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

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

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

If at the end of any fiscal year the \$10,000 cap on tuition reimbursement has not been reached, then employees who have previously gotten reimbursement in that fiscal year will receive reimbursement for any amounts they have expended for tuition in that fiscal year, which were not reimbursed. Such amounts will be distributed prorated to eligible employees if necessary but will not, in any event, exceed the tuition payment actually expended by the

employee over and above the amount previously reimbursed or exceed the unit cap. In the event that any money is not used, then said sum shall revert back to the City.

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

#### IV. BENEFITS

##### ARTICLE XVIII

##### EMPLOYMENT BENEFITS, SAFETY, HEALTH INSURANCE AND RETIREMENTS

18-1. The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

- a) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Schedule of Benefits as revised and effective July 1, 2010), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union (the "Medical Plan"), see Appendix F).
- b) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment shall be five (\$5.00) for generic drugs; ten (\$10.00) dollars for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs (The "Prescription Drug Plan").

Employees must use mail order for prescription drug refills for Maintenance drugs on the list maintained by the City's pharmacy

benefits manager after three (3) refills or the co-payment double at retail. Such double co-payment shall only apply to drugs which can be ordered by mail. There shall be a limit of thirty (30) days supply for any single prescription at retail.

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

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

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

18.3 Retirees 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). For purpose of this Article (A) "retirees" shall mean employees who: (1) have completed fifteen (15) years of continuous municipal service and are age fifty five (55) or who have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B; and (B) retirees must accept Medicare Part B coverage if eligible.

18.4 For employees, and their surviving spouses, if any, who retire on the first day of this Agreement and prior to the expiration of this Agreement, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and

their surviving spouses, shall make the employee contributions to coverage provided for herein. Coverage for surviving spouses shall terminate upon remarriage.

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

**18.6** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 18.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plan Insurance as specified in Section 18.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative cost.

**18.7** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 18.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 18.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association.

The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 18.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 18.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

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

**18.9** The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payment.

The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.

**18.10** Each active employee (and each employee who has retired or will retire on or after on the first day of this Agreement and before the expiration of this Agreement shall, effective July 1, 2005, contribute ten percent (10%), the Premium Cost as defined in this Section for the Medical Plan and Prescription Drug Plan. Effective July 1, 2008, such contribution shall increase to twelve percent (12%). Effective July 1, 2009 such contribution shall increase to fifteen percent (15%). Effective July 1, 2010, such contribution shall increase to eighteen percent (18%). Effective July 1, 2011, such contribution shall increase to twenty-one percent (21%) and Effective June 30, 2012, such contribution shall increase to twenty-five (25%). For purposes of this Section (and wherever applicable elsewhere in this Article, "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA").

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

**18.12** New hires will start at twenty-five percent (25%) PCS, with a one percent (1%) increase per year up to fifty percent (50%), and will be capped at fifty percent (50%). All new hires will only be eligible for health benefits upon retirement if they have a minimum of twenty-five (25) years of service. (No more fifteen (15) years plus age fifty-five (55)).

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

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

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

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

#### **ARTICLE XIX – RETIREMENT**

All employees shall be covered by the Connecticut Municipal Retirees Fund B ("CMERF B"). Upon approval by CMERF and subject to the approval of all other City unions in CMERF, employee contributions to CMERF will be on pre-tax basis.

## **V. HOLIDAYS AND LEAVES**

### **ARTICLE XX - HOLIDAYS**

**20-1.** The following shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, and any holiday officially proclaimed as such by the President of the United States, Governor of the State of Connecticut, or the Mayor of the City of Bridgeport.

**20-2.** Employees shall not normally be required to work on any of the aforesaid holidays and shall receive their full weekly salary in each week in which such holidays may occur.

**20-3.** If any such holiday falls on a Sunday, the following Monday shall be deemed the holiday. If any such holiday falls on a Saturday, the preceding Friday shall be deemed the holiday.

**20-4.** If any such holiday shall occur during the vacation of any Employee, the Employee shall receive an additional day's vacation in lieu thereof.

**20-5.** Any Employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

### **ARTICLE XXI - VACATIONS**

**21-1.** Only twelve (12) month employees accrue vacation time.

**21-2.** Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation pay for each month of such continuous service, but not to exceed one (1) calendar week in the contract year such services are rendered. In each contract year, any Employee with one (1) or more years of such municipal service, but less than five (5) years of such service, shall receive two (2) weeks vacation with pay. In each contract year any Employee with five (5) or more years of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any Employee with ten (10) or more years of continuous municipal service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Any Employee with twenty (20) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.

**21-3.** Nurses will not be required to work during the Christmas recess when schools are not in session. However, such recess shall not exceed five (5) days, exclusive of Christmas Day and New Year's Day.

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

**21-5.** Time for vacations shall be granted on the basis of Bargaining Unit Seniority.

**21-6. a)** Employees covered by this Agreement may exercise the option of carrying over only one (1) week of unused vacation time from one (1) contract year/vacation year to the next contract/vacation year.

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

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

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

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

**21-7.** For the purposes of this Article, vacation may start and end on any day with prior approval of the appropriate department. Such approval shall not be unreasonably withheld.

21-8. The School Health Nurses will be able to carry over any remaining vacation days and use them over the life of this contract. Or they may opt to receive a payout of such vacation time at fifty percent (50%) buy-out rate. School Health Nurses must let the Board of Education /City of Bridgeport know which option they choose by 8/31/2009. If they choose the buy-out option, they will receive payment of such by 10/2/2009.

## **ARTICLE XXII - LEAVE PROVISIONS**

### **22-1. Sick Leave.**

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

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

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

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

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

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

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

Upon the death of an Employee who has twenty (20) or more years of service, the amount of sick leave time shall be payable, as computed above, to his/her beneficiary, as designated by the Employee under the terms of the Connecticut Municipal Employees Retirement Fund.

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

22-2. **Leave Provisions** - A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one (1) year, except as otherwise defined in this contract. No leave without pay shall be granted except upon written request of the employee and a declaration by that employee that he/she will serve the City for at least one (1) year after his/her return from such leave.

Whenever granted, such leave shall be approved in writing and signed by the department head and the Director of Labor Relations. Should the nature of the position require a permanent replacement,

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

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

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

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

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

Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of

this agreement, and upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

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

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

**22-4. Military Leave**. Leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof shall be granted in accordance with the applicable law.

**22-5. Education Leave**. Employees with (2) or more years of continuous municipal service may request, in writing, from the department head and civil service, an unpaid educational leave for a period of time not to exceed one (1) year in duration. Such leave shall not be unreasonably denied provided, however, that the proper and efficient operation of the department shall be good cause for denial.

**22-6. Bereavement Leave.** Each Employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall continue through and include the day of burial, except that in no event shall such leave be more than three (3) days. For purposes of this Article, the term “immediate family” shall mean and include the following: mother, father, mother-in-law, father-in-law, sister, brother, spouse, domestic partner, child, grandparent, grandchildren and foster parents. Any other bereavement leave or any extension of the above leave shall be charged to the Employee’s sick leave account.

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

**22-7. Personal Days.** Employees covered by this Agreement shall be granted three (3) personal leave days, with pay, for personal business. A request for personal leave for which an Employee is eligible in conformity with the foregoing shall not be unreasonably denied, provided however, that the proper and efficient operation of the department shall be good cause for denial. Such request must be made twenty-four (24) hours prior to the requested day(s) off except in an emergency.

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

**22-8.** Effective July 1, 2011, all Nurses will receive a fourth (4<sup>th</sup>) personal day each year, beginning with the last year of the contract.

**22-9. Family Medical Leave** – As provided by the 1993 Family and Medical Leave Act (FMLA), and pursuant to the City’s FMLA Policy, all eligible City of Bridgeport employees shall be entitled to time off in accordance with the applicable law.

**22-10. Jury Duty Leave.** Nurses shall be granted time off for jury duty.

**22-11. Return from a Leave.** An Employee returning to work from an approved leave, of one (1) year or less, or as otherwise allowed for within this contract, shall be reinstated to the same position held prior to the commencement of the leave, or to a position of like status and pay, provided such Employee has complied with the requirements of the hereinbefore leave provisions.

### **ARTICLE XXIII - WORKERS’ COMPENSATION SUPPLEMENT**

**23-1.** In the event that an Employee is required to be absent from work due to a job-related accident and, as a result thereof, has been determined to be entitled to compensatory Workers’ Compensation payments pursuant to the state statute, such Employee shall be paid the difference between seventy-five (75%) percent of that Employee’s regular straight-time weekly earnings and the amount of the weekly Workers’ Compensation pay for each of the fourth (4<sup>th</sup>) to thirteenth (13<sup>th</sup>) weeks during which the Employee is thus required to be absent from work.

**23-2.** Absence from work required by virtue of a job-related accident determined to be compensable under the Workers’ Compensation statute shall not reduce the sick leave allowance of the Employee which has been accumulated pursuant to Article XXII of this Agreement.

**23-3.** Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers’ Compensation Managed Care Plan, as may be modified from time to time.

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

**23-4. Modified Duty.** If an Employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the Employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. The employee shall receive his/her regular pay provided he/she works the same number of hours in his/her regular position, otherwise the salary shall be prorated depending on hours worked. The City shall endeavor to utilize the individual in a position where the work is similar to bargaining unit work. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, not to exceed three (3) months in duration, and prepare the employee to return to full duty. Nothing herein shall impair an employee's right to take leave provided by external law.

## **VI. MISCELLANEOUS**

### **ARTICLE XXIV - NO DISCRIMINATION**

**24-1.** Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, union membership, sexual orientation or disabilities.

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

### **ARTICLE XXV - CONDITIONS OF EMPLOYMENT**

**25-1.** Appointment of Position

**a)** Confirmation of appointment, job description and salary shall be in writing and given to each Employee by the appointing authority.

**b)** Personnel policies in effect shall be in writing and a copy available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources, and a copy given to the Union Delegates.

**25-2.** A copy of the contract shall be available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources Department, Supervisors and the Union Office.

**25-3.** Time for participation in educational institutes, workshops and meetings which will improve the individual's on-the-job performance shall be granted on a rotating basis, subject to the necessity for efficient operation of the respective department.

**25-4.** Educational seminars for all nurses are at the discretion of the appropriate department head.

**25-5.** Effective July 1, 2002, the City agrees to provide a total of eight thousand (\$8,000) (\$6,000 Public Health Nurses and School Health Nurses, \$2,000 Nurse Practitioners) dollars per year for the purpose of conducting in-service training for nurses and attending out of town conferences. A quarterly accounting of these funds will be provided to the

Union. A Management/Union Committee will be established to monitor the usage of these monies. The Management/Union Committee for nurses will consist of four (4) members each, two (2) appointed by the Union and two (2) appointed by Management for each department.

**25-6.** A Management/Union Committee will be established to meet regularly to discuss staffing issues and concerns related to necessary and adequate equipment, materials and training to all employees.

**25.7** For the purposes of resignation and rehiring:

**a)** A four (4) week written notice of resignation shall be given by any nurse wishing to resign. The Union shall be notified of any resignation of any bargaining unit member at the time of such resignation. A copy of the resignation letter shall be provided to the Union at the time that it is received by the City.

**b)** Any nurse who resigns in good standing may, within six (6) months, request that the resignation be withdrawn and request reinstatement with Adjusted Seniority. For the purposes of validating a rescinded resignation, the letter rescinding the resignation must be notarized with the time and date of the request to rescind the resignation.

**c)** If any employee withdraws their resignation within six (6) months, as provided for in this article, the City will forward a copy of the letter to rescind the resignation, and the request for reinstatement to the Union. The City shall, at the time it receives the request to rescind the resignation, provide to the Union and the employee a written response stating if a position is open, funded and available to be filled. The employee must be willing to immediately accept any such open position in order to secure Adjusted Seniority. The City shall state the date such employee is placed in any such open position. The City has no obligation to rehire if the position is not open and funded.

**d)** If no position is available at the time the employee rescinds their resignation, they may be placed on a rehire list for not more than six (6) months, making a total of not more than twelve (12) months from resignation to rehire with Adjusted Seniority.

**e)** Adjusted Seniority shall be defined as Bargaining Unit Seniority less any break in service up to twelve (12) months, provided the employee has properly rescinded their resignation in compliance with the requirements of this Article. Employees who resign and have a break in service of more than twelve (12) months shall not be granted Adjusted Seniority as provided for in this article. Adjusted Seniority shall only apply in cases of resignation, that has been rescinded within six (6) months.

**f)** The City may rehire former employees that do not qualify under the above language as newly hired. For the purposes of lay-off, recall, and bidding these employees shall be considered as new hires with a new seniority date.

#### **ARTICLE XXVI - NURSES PERFORMING SUPERVISORY DUTIES- SPECIAL PROVISIONS**

It is understood and agreed that Public Health Nurses and School Health Nurses will not be required to perform supervisory duties.

#### **ARTICLE XXVII – MISCELLANEOUS**

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

**ARTICLE XXVIII - TERM AND SCOPE OF AGREEMENT**

28-1. This Agreement shall be effective July 1, 2008 and shall remain in effect through June 30, 2012 and shall be automatically renewed for successive twelve (12) month period, unless either party notifies the other in writing no more than one hundred fifty (150) days prior to the expiration of this Agreement. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee for the purpose of discussing such termination, amendment or modification.

IN WITNESS WHEREOF, the Union and the City of Bridgeport have executed this Agreement this 17th day May, 2012

**FOR THE CITY**

**FOR THE UNION**

Bill Finch  
Bill Finch, Mayor  
5/17/12

\_\_\_\_\_  
Dave Pickus, President  
\_\_\_\_\_

Date

Date

Thomas C. McCarthy  
Thomas C. McCarthy  
Deputy Director of Labor Relations

Jodi Fulton  
Jodi Fulton  
Union Delegate

5/17/12  
Date

Marissa Garcia  
Marissa Garcia  
Union Delegate  
5/17/12  
Date

# EXHIBIT A

## CHECK-OFF AUTHORIZATION FOR DUES

New England Health Care Employees Union, District 1199  
 77 Hayslope Avenue, Hartford, CT 06106  
 294 West Exchange Street, Providence, RI 02903

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

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

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

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_  
 Address \_\_\_\_\_ Apt. # \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_  
 Home Email \_\_\_\_\_  
 Agency/Facility \_\_\_\_\_ Shift \_\_\_\_\_  
 Work Site/Dept. \_\_\_\_\_ Job Title \_\_\_\_\_  
 Date Hired \_\_\_\_\_ Wage Per Hour \_\_\_\_\_ Hours Per Week \_\_\_\_\_

1.  I wish to become a union member.

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

3.  I choose not to become a union member but will pay appropriate agency fees.

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

### CHECK-OFF AUTHORIZATION FOR DUES

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

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

TO: \_\_\_\_\_  
 (Employer's Name)

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

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Address \_\_\_\_\_

Agency/Facility \_\_\_\_\_

Work Site/Dept. \_\_\_\_\_ Job Title \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

### CHECK-OFF AUTHORIZATION FOR AGENCY FEES

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

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

TO: \_\_\_\_\_  
 (Employer's Name)

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

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Address \_\_\_\_\_

Agency/Facility \_\_\_\_\_

Work Site/Dept. \_\_\_\_\_ Job Title \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT B**  
**POLITICAL ACTION CHECK-OFF CARD**

**YES! I want to be an 1199 Political Action member!**

I agree we need to hold politicians accountable, register people to vote, and elect worker-friendly, pro-health care candidates. I commit the following amount for 1199 Political Action:

\$5/month    \$10/month    \$15/month    Other: \$\_\_\_/month

I'm also interested in volunteering — let me know how I can help!

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Employer/Worksite \_\_\_\_\_

Home Address/State/ZIP \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Home Email \_\_\_\_\_

Signature \_\_\_\_\_

I hereby authorize the deduction of the amount above from my paycheck for the sole purpose of payment to the District 1199 Political Action Committee/SEIU. I understand that the amount deducted shall be allocated to local, state, and federal political activities as authorized by the Executive Board of the New England Health Care Employees Union, District 1199/SEIU. This authorization shall remain in full force and effect until revoked by me in writing. Contributions to 1199 PAC are not tax-deductible.

Are you:    a lobbyist    the spouse or dependent child of a lobbyist    a principal of a state contractor

APPENDIX A

CITY OF BRIDGEPORT

NURSES			July 1, 2008					0%
UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
N	4511	PUBLIC HEALTH NURSE I	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63	
N*	4512	SCHOOL HEALTH NURSE	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63	
N	4514	NURSE PRACTITIONER	\$71,836.00 \$1,381.46	\$75,659.00 \$1,454.98	\$77,344.00 \$1,487.38	\$78,874.00 \$1,516.81	\$80,438.00 \$1,546.88	

## CITY OF BRIDGEPORT

NURSES			July 1, 2009					3%
UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
N	4511	PUBLIC HEALTH NURSE I	\$51,045.00 \$981.63	\$52,789.00 \$1,015.17	\$53,951.00 \$1,037.52	\$55,139.00 \$1,060.37	\$56,218.00 \$1,081.12	
N*	4512	SCHOOL HEALTH NURSE	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63	
N	4514	NURSE PRACTITIONER	\$73,991.00 \$1,422.90	\$77,929.00 \$1,498.63	\$79,664.00 \$1,532.00	\$81,240.00 \$1,562.31	\$82,851.00 \$1,593.29	

## CITY OF BRIDGEPORT

NURSES			July 1, 2010					2%
UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
N	4511	PUBLIC HEALTH NURSE I	\$52,065.90 \$1,001.27	\$53,844.78 \$1,035.48	\$55,030.02 \$1,058.27	\$56,241.78 \$1,081.57	\$57,342.36 \$1,102.74	
N*	4512	SCHOOL HEALTH NURSE	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63	
N	4514	NURSE PRACTITIONER	\$75,470.82 \$1,451.36	\$79,487.58 \$1,528.61	\$81,257.28 \$1,562.64	\$82,864.80 \$1,593.55	\$84,508.02 \$1,625.15	

APPENDIX D

CITY OF BRIDGEPORT

NURSES								January 1, 2011	2%
UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
N	4511	PUBLIC HEALTH NURSE I	\$53,107.00 \$1,021.29	\$54,922.00 \$1,056.19	\$56,131.00 \$1,079.44	\$57,367.00 \$1,103.21	\$58,489.00 \$1,124.79		
N*	4512	SCHOOL HEALTH NURSE	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63		
N	4514	NURSE PRACTITIONER	\$76,980.00 \$1,480.38	\$81,078.00 \$1,559.19	\$82,882.00 \$1,593.88	\$84,522.00 \$1,625.42	\$86,198.00 \$1,657.65		

APPENDIX E

CITY OF BRIDGEPORT

NURSES			July 1, 2011					2%
UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
N	4511	PUBLIC HEALTH NURSE I	\$54,169.00 \$1,041.71	\$56,020.00 \$1,077.31	\$57,254.00 \$1,101.04	\$58,514.00 \$1,125.27	\$59,659.00 \$1,147.29	
N*	4512	SCHOOL HEALTH NURSE	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63	
N	4514	NURSE PRACTITIONER	\$78,520.00 \$1,510.00	\$82,700.00 \$1,590.38	\$84,540.00 \$1,625.77	\$86,212.00 \$1,657.92	\$87,922.00 \$1,690.81	

## APPENDIX F

### SUMMARY OF BENEFITS

**Bridgeport City and Board of Education  
BS8 - \$25/ \$40/ \$75/ \$200/ 80 - 20 Copay Plan  
OAP Copay – July 1, 2010**



Annual deductibles and maximums	In-network	Out-of-network
<b>Lifetime maximum</b>	Unlimited per individual	\$1,000,000 per individual
<b>Coinsurance</b>	You pay 0% Plan pays 100%	You pay 20% Plan pays 80%
<b>Maximum Reimbursable Charge</b> <ul style="list-style-type: none"> <li>• Determined based on the lesser of:                             <ul style="list-style-type: none"> <li>• the health care professional's normal charge for a similar service; or</li> <li>• a percentage of a fee schedule developed by CIGNA that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area.</li> </ul> </li> <li>• In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is determined based on the lesser of:                             <ul style="list-style-type: none"> <li>• the health care professional's normal charge for a similar service or supply; or</li> <li>• the amount charged for that service by 80% of the health care professionals in the geographic area where it is received.</li> </ul> </li> <li>• Out-of-network services are subject to a calendar year deductible and maximum reimbursable charge limitations.</li> </ul>	N/A	200%
<b>Calendar year deductible</b>	<b>Individual</b> None  <b>Family</b> None	<b>Individual</b> None  <b>Family</b> None
<b>Calendar year out-of-pocket maximum</b>	<b>Individual</b> None  <b>Family</b> None	<b>Individual</b> \$1,000  <b>Family</b> \$2,000
Benefits	In-network	Out-of-network
<b>Physician services</b>		
<b>Office visit</b>	<b>Primary care physician</b> You pay \$25 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%

Annual deductibles and maximums	In-network	Out-of-network
<b>Physician services (hospital)</b> <ul style="list-style-type: none"> <li>In hospital visits and consultations</li> <li>Inpatient</li> <li>Outpatient</li> </ul>	<b>Inpatient services</b> No Charge  <b>Outpatient services</b> No Charge	You pay 20% Plan pays 80%
<b>Surgery (in a physician's office)</b>	<b>Primary care physician</b> You pay \$25 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Allergy Services</b>	<b>Primary care physician</b> You pay \$25 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Preventive care</b>		
<b>Children (through age 2)</b> <ul style="list-style-type: none"> <li>Immunizations are covered at no charge.</li> </ul>	<b>Primary care physician</b> You pay \$25 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Adults and children (age 3 and older)</b> <ul style="list-style-type: none"> <li>Immunizations are covered at no charge.</li> </ul>	<b>Primary care physician</b> You pay \$25 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Mammogram, PSA, Pap Smear</b> <ul style="list-style-type: none"> <li>Associated wellness exam subject to the office visit copay.</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Hearing Exams to age 18</b>	<b>Primary care physician</b> You pay \$25 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Routine Eye Exam</b> Limited to one per calendar year Exclude refractions	You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Inpatient hospital facility services</b>		
<b>Semi-private room and board and other non-physician services</b> <ul style="list-style-type: none"> <li>Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc.</li> </ul>	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>	No Charge	You pay 20% Plan pays 80%

Annual deductibles and maximums	In-network	Out-of-network
<b>Outpatient services</b>		
<b>Outpatient surgery (facility charges)</b>	You pay \$25 per visit	You pay 20% Plan pays 80%
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Physical, occupational, and chiropractic therapy</b> <ul style="list-style-type: none"> <li>30 days per calendar year for all therapies combined</li> <li>Includes physical therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy</li> <li>Includes chiropractic therapy (Includes chiropractors)</li> </ul>	<b>Primary care physician</b> You pay \$25 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Speech Therapy</b> <ul style="list-style-type: none"> <li>60 days per calendar year</li> </ul>	<b>Primary care physician</b> You pay \$25 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Cardiac Rehabilitation</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> </ul>	<b>Primary care physician</b> You pay \$25 per visit <b>Specialist</b> You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Lab and X-ray</b>		
<b>Lab and X-ray</b> <ul style="list-style-type: none"> <li>Physician's office</li> <li>Outpatient hospital facility</li> <li>Emergency room</li> <li>Independent x-ray and/or lab facility</li> <li>Independent x-ray and/or lab facility as part of an ER visit</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Advanced radiological imaging</b> <ul style="list-style-type: none"> <li>MRI, MRA, CT Scan, PET Scan, etc.</li> <li>Inpatient hospital facility, outpatient hospital facility, emergency room, urgent care facility or physician's office</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Emergency and urgent care services</b>		
<b>Hospital emergency room</b> <ul style="list-style-type: none"> <li>Includes radiology, pathology and physician charges</li> <li>Emergency room copay waived if admitted</li> </ul>	You pay a \$75 copay then no charge	You pay a \$75 copay then no charge
<b>Ambulance</b>	No Charge	
<b>Urgent care services</b> <ul style="list-style-type: none"> <li>Urgent care copay waived if admitted</li> </ul>	\$25 copay per visit	\$25 copay per visit



Annual deductibles and maximums	In-network	Out-of-network
<b>Other health care facilities</b>		
<b>Skilled nursing facility, rehabilitation hospital and other facilities</b> <ul style="list-style-type: none"> <li>Combined 60 days per calendar year</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Home health care</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Hospice</b> <p>Inpatient services</p> <p>Outpatient services</p>	No Charge	You pay 20% Plan pays 80%
<b>Other health care services</b>		
<b>Durable medical equipment</b> <ul style="list-style-type: none"> <li>\$500 calendar year maximum</li> <li>Includes Wigs</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>External prosthetic appliances (EPA)</b> <ul style="list-style-type: none"> <li>\$5,000 calendar year maximum</li> <li>Includes foot orthotics</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Hearing Aid for children to age 12</b> <ul style="list-style-type: none"> <li>\$1,000 calendar year maximum</li> </ul>	No Charge	You pay 20% Plan pays 80%
<b>Acupuncture</b>	You pay \$40 per visit	Not covered
<b>Naturopathy Services</b>	You pay \$25 per visit	You pay \$25 deductible per visit, then plan pays 100%
<b>TMJ, surgical and non-surgical</b> <ul style="list-style-type: none"> <li>Office visits</li> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> <li>Physician services</li> </ul>	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
<b>Infertility</b> <ul style="list-style-type: none"> <li>Office visit for testing, treatment and artificial insemination</li> <li>Inpatient hospital facility</li> <li>Outpatient hospital facility</li> <li>Physician services</li> <li>Surgical treatment limited to procedures to correct infertility</li> <li>Exclude IVF, GIFT and ZIFT</li> </ul>	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed



Annual deductibles and maximums	In-network	Out-of-network
<b>Family planning</b> <ul style="list-style-type: none"> <li>Office visits</li> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> <li>Physician services</li> <li>Surgical services such as tubal ligation or vasectomy are covered (excluding reversals).</li> <li>Includes contraceptive devices</li> </ul>	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
<b>Oxygen</b>	No Charge	No Charge
<b>Mental health and substance abuse services</b>		
Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration: <ul style="list-style-type: none"> <li>Substance Abuse includes Alcohol and Drug Abuse services.</li> <li>Transition of Care benefits are provided for a 90-day time period.</li> </ul>		
<b>Inpatient mental health services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
<b>Outpatient mental health physician's office services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Outpatient mental health outpatient facility services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>This includes group therapy mental health and intensive outpatient mental health</li> </ul>	You pay \$40 per visit	You pay 20% Plan pays 80%
<b>Inpatient substance abuse services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
<b>Outpatient substance abuse - physician's office services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	You pay \$40 per visit	You pay 20% Plan pays 80%

**Bridgeport City and Board of Education  
OAP Copay**



Annual deductibles and maximums	In-network	Out-of-network
<p><b>Outpatient substance abuse outpatient facility services</b></p> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> <li>• Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>• This includes intensive outpatient substance abuse</li> </ul>	<p>You pay \$40 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<p><b>Prescription drugs</b></p>		
<p><b>Pharmacy coverage</b></p>	<p>Pharmacy benefits not provided by CIGNA</p>	

## Definitions

**Deductible** – The amount you need to pay before your plan starts paying benefits.

**Coinsurance** – After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called coinsurance.

**Copay** – A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Out-of-pocket** – The amount you need to pay each year before your plan starts paying benefits (may or may not include your deductible).

**Place of service** – Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

## Exclusions

### **What's Not Covered (not all-inclusive):**

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law, include (but aren't limited to):

- Services provided through government programs
- Services that aren't medically necessary
- Experimental, investigational or unproven services
- Services for an injury or illness that occurs while working for pay or profit including services covered by worker's compensation benefits
- Cosmetic services
- Dental care, unless due to accidental injury to sound natural teeth
- Reversal of sterilization procedures
- Genetic screenings
- Non-prescription and anti-obesity drugs
- Custodial and other non-skilled services
- Weight loss programs
- Hearing aids unless otherwise noted in the schedule of benefits.
- Treatment of sexual dysfunction
- Travel immunizations
- Telephone, email and internet consultations in the absence of a specific benefit
- Eyeglass lenses and frames, contact lenses and surgical vision correction

### **These are only the highlights**

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

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**EXHIBIT G**  
**VISION CARE BENEFITS FOR**  
**CITY OF BRIDGEPORT**

Welcome to VSP Vision Care. Your VSP vision benefit offers you the best in eye care and eyewear.

**PERSONALIZED CARE:** A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

**EYEWEAR:** Choose the eyewear that's right for you and your budget. From classic styles to the latest designer frames, you'll find the eyewear that's right for you and your family.

**CHOICE OF PROVIDERS:** With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider.

USING your VSP benefit is easy.

- Find the right eyecare provider for you. To find a VSP doctor, visit [vsp.com](http://vsp.com) or call 800-877-7195.
- Review your benefit information. Visit [vsp.com](http://vsp.com) to review your plan coverage before your appointment.
- At your appointment, tell them you have VSP. There's no ID card required.

Your Coverage with a VSP Doctor

**Your Coverage with a VSP Doctor**

WellVision Exam – Focuses on your eye health and overall wellness

- \$20.00 copay .....Every 12 months

Prescription Glasses

- \$30.00 copay.....Every 12 months

Lenses.....Every 12 months

- Single vision, lined bifocal and lined trifocal lenses
- Polycarbonate lenses for dependent children

<p>Frame.....Every 24 months</p> <ul style="list-style-type: none"> <li>• \$105 allowance for a wide selection of frames 20% off amount over your allowance-</li> </ul> <p align="center">-OR-</p> <p>Contact Lens care</p> <p>No copay applies.....every 12 months</p> <p>\$105.00 allowance for contacts and the contact lens exam (fitting and evaluation) Current soft contact lens wearers may qualify for a special program that includes a contact lens exam and initial supply of lenses.</p>												
<p><b>Extra Discounts and Savings</b></p>												
<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> <li>• Average 35-40% savings on all non-covered lens options</li> <li>• 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision exam</li> </ul> <p>Contacts</p> <ul style="list-style-type: none"> <li>• 15% off cost of contact lens exam (fitting and evaluation)</li> </ul> <p>Laser Vision Correction</p> <ul style="list-style-type: none"> <li>• Average 15% off the regular price of 5% off the promotional price. Discounts only available from contracted facilities.</li> <li>• After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.</li> </ul>												
<p><b>Your Coverage with Other Providers</b></p>												
<p>Visit <a href="http://vsp.com">vsp.com</a> for details, if you plan to see a provider other than a VSP doctor.</p> <table> <tr> <td>Exam.....</td> <td>Up to \$40.00</td> </tr> <tr> <td>Single Vision Lenses.....</td> <td>Up to \$40.00</td> </tr> <tr> <td>Lined Bifocal Lenses.....</td> <td>Up to \$60.00</td> </tr> <tr> <td>Lined Trifocal Lenses.....</td> <td>Up to \$80.00</td> </tr> <tr> <td>Frame .....</td> <td>Up to \$45.00</td> </tr> <tr> <td>Contacts.....</td> <td>Up to \$105.00</td> </tr> </table>	Exam.....	Up to \$40.00	Single Vision Lenses.....	Up to \$40.00	Lined Bifocal Lenses.....	Up to \$60.00	Lined Trifocal Lenses.....	Up to \$80.00	Frame .....	Up to \$45.00	Contacts.....	Up to \$105.00
Exam.....	Up to \$40.00											
Single Vision Lenses.....	Up to \$40.00											
Lined Bifocal Lenses.....	Up to \$60.00											
Lined Trifocal Lenses.....	Up to \$80.00											
Frame .....	Up to \$45.00											
Contacts.....	Up to \$105.00											

**APPENDIX H**

**LONGEVITY**

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

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

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

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

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

**FOR THE UNION**

**FOR THE CITY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

**FOR THE UNION**

**FOR THE CITY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Side Letter of Agreement #3  
Regarding Retiree Benefits, Retroactive Pay, & Miscellaneous Agreements  
Between the City of Bridgeport and District 1199**

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

1. Current employees who wish to retire and may have been delaying their retirement until a full contract settlement was reached will suffer no loss due to the delay. Any current employee who gives an intent to retire between 7/1/04 and ninety days from the date the full contract is finalized and ratified will be eligible to have their benefits processed under the terms and definition of section 18.3 of the previous contract language. Such employee will meet the "retiree definition" under section 18.3 and will therefore be eligible for the retiree benefits that were in effect under the collective bargaining agreement that expired on June 30, 2004.
2. Current employees who wish to retire prior to the City issuing the retroactive pay raises may do so and will receive the retroactive pay, in full, at the same time checks are issued to employees.
3. Any employee who separates employment with the City for any reason between 7/1/04 and the date the retroactive pay raises are issued will receive their full retroactive pay at the same time checks are issued to employees.
4. The City will make every effort to process and issue retroactive salary payments of 7/1/04, 7/1/05, and 7/1/06 to employees in a timely fashion.

**FOR THE UNION**

**FOR THE CITY**

\_\_\_\_\_  
Name

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Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

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Title

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Date