

**A G R E E M E N T**

**Between**

**THE CITY OF BRIDGEPORT**

**-and-**

**BRIDGEPORT CITY ATTORNEYS UNION**

**LOCAL 1303-272, COUNCIL #4, AFSCME, AFL-CIO**

**JULY 1, 2004 TO JUNE 30, 2010**

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## **AGREEMENT**

This Agreement is made and entered into by and between the City of Bridgeport (hereinafter referred to as the "Employer") and the Bridgeport City Attorneys' Union, Local 1303-272, Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

### **I. THE UNION AND UNION SECURITY**

#### **ARTICLE 1** **RECOGNITION**

1.1 The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for all employees of the City who are employed as Associate City Attorney, as certified by the Connecticut State Board of Labor Relations in Decision No. 2835 (1990).

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.

1.3 The Union and the City agree to bargain in good faith on all matters relating to wages, hours and other conditions of employment.

#### **ARTICLE 2** **UNION SECURITY AND DUES DEDUCTION**

2.1 It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union or pay to the Union an agency service fee in an amount established by the Union as provided by law during the term of the Agreement.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the 181st day following the beginning of such employment become and remain members in good standing in the Union, or pay to the Union

n agency service for in an amount established by Union as provided by law during the term of Agreement.

2.2 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorized such deductions from their wages in writing, such membership dues/agency fees and initiation fees as may be uniformly assessed by the Union. When an employee does not have sufficient money due him, after deductions have been made for Pension or other deductions required by law, Union dues/agency fees for such deduction period shall be deducted in a pay period in which the employee has sufficient funds due him. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim or error is made in writing to the City within thirty (30) days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union to receive such funds from the City.

2.3 Deduction Period. The remittance to the Union for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.

2.4 The Union agrees to indemnify and hold harmless the City for any loss of damage arising from the operation of this Article. 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 thirty (30) calendar days after the date such deductions were or should have been made.

#### **ARTICLE 3** **SUBCONTRACTING**

3.1 The City agrees that it will not contract or subcontract any work normally performed by employees in the bargaining unit. This shall not prevent the City from contracting or subcontracting for supplementary or emergency service which employees in the bargaining unit are unable to perform, provided that the City complies with all relevant Charter, Code or Ordinance provisions.

**ARTICLE 4**  
**SENIORITY**

4.1 For all purposes, except layoff, seniority shall mean length of municipal service. For layoff, seniority shall mean length of service as a bargaining unit member.

4.2 The Employer shall prepare a list of all employees in the bargaining unit, showing their length of service with the Employer and deliver the same to the Secretary of the Union on July 1 of each year.

**ARTICLE 5**  
**PROBATIONARY PERIOD**

5.1 All new employees shall serve a probationary period of six (6) months, and upon successful completion of this period they shall be classified as permanent employees. The probationary period may be extended by the City an additional six (6) months upon approval of the Director of Labor Relations with written notice to the employee and the union. During probation the department head may terminate or otherwise discipline an employee. Such action may be contested by the grievance procedure through Step 2. This process shall be the sole and exclusive remedy and such action shall not be arbitrable.

The probationary period shall be counted as part of the seniority after the employee is considered permanent. Probationary employees shall not be eligible for vacation benefits during their probationary period, however, they will be eligible to receive vacation benefits upon completion of their probationary period.

**ARTICLE 6**  
**LAY-OFF AND RECALL**

6.1 In the event that the City makes a reduction in the number of Associate City Attorneys, employees with the least seniority in that job will be laid-off first. Subsequent recalls to open positions shall be made in the reverse order of the lay-offs.

6.2 An employee shall retain his/her seniority status and right to recall for thirty-six (36) months following the date of his/her lay-off. If the

employee refuses recall to the position from which he/she was laid-off or fails to report for work, he/she loses his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

6.3 No bargaining unit employee shall be laid-off while non-bargaining unit part-time and/or appointed attorneys continue to be employed, nor while bargaining unit work is contracted or sub-contracted out. The City agrees that the scope of bargaining unit work can not be diminished by the existence of contracted or shared work.

6.4 No new persons will be hired or assigned to bargaining unit positions so long as employees laid-off retain seniority status and right of recall.

6.5 Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump to job classifications previously held, provided he/she has greater seniority than the employee being bumped. Employees in the classified Civil Service who bump into a position not within the classified Civil Service, or a grants position, shall retain their Civil Service status including time in grade, without interruption in seniority for purposes of recall, promotion or transfer.

6.6 For purpose of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination or funding elimination.

**ARTICLE 7**  
**UNION ACTIVITIES**

7.1 The City agrees that a Union Officer or Steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself from his/her work area may be withheld by the Department Head only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible.

7.2 Union officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.

7.3 Approve Union Officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Officer.

7.4 Union Officers shall be able to consult with the Employer, his/her representative, Local Union Officers, or other union representatives concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relations Officer or his/her designee is notified in advance of such meetings and consultations.

**II. MANAGEMENT AND THE WORK PLACE**

**ARTICLE 8  
MANAGEMENT RIGHTS**

8.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion to: recruit, select, train, promote, discipline, transfer, layoff and discharge personnel; determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; contract for services with other units of government and/or private contractors for the provision of services to or by the City, subject to the provisions of Article 3.1; determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function 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 its obligations under MERA (the Connecticut Municipal Employee Relations Act Conn. Gen. State. #7-467, et seq).

**ARTICLE 9  
HOURS OF WORK**

9.1 All employees covered by this Agreement will work a minimum of forty (40) hours per week.

**ARTICLE 10  
DISCIPLINARY PROCEDURE**

10.1 No employee shall be discharged or otherwise disciplined without just cause.

10.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which the disciplinary action is being applied.

10.3 Disciplinary action shall be in the following order:

- A) a verbal warning;
- B) a written warning;
- C) suspension without pay, and
- D) discharge.

The City and the Union recognize the concept of a progressive discipline policy, however, both parties agree that there are certain grave offenses wherein the discipline imposed by the City does not require compliance to the aforementioned provisions.

10.4 In the case of any employee who has received a verbal warning or a written warning when a maximum period of one year has lapsed without the employee receiving further discipline, i.e, written warning or verbal warning; such written warning or verbal warning will not be used as the basis for other discipline.

10.5 All disciplinary actions may be appealed through the established grievance procedure.

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

**ARTICLE 11**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

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

**STEP 1** - The employee and the Union Representative shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee and the Union Representative to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working days.

**STEP 2** - If the grievance still remains unadjusted, it shall be presented by the Union Representative to the City's Labor Relations Office, in writing, ten (10) days after the response of the Department Head is due. Within one (1) week after submission, a meeting shall be held between the Union Representative and the Labor Relations Officer for the purpose of adjusting the grievance. The City's Labor Relations Officer shall respond in writing to the Union Representative (with a copy of the response to the local Union President) at the meeting or within seven (7) working days.

**STEP 3** - If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Officer is due or within fifteen (15) days following receipt of the written reply by the Labor Relations Officer, whichever period is later, petition the Connecticut State Board of Mediation and Arbitration for arbitration. The Board shall hear and act on such dispute in accordance with its applicable rules and regulations. The arbitrators shall not add to, nor subtract from, the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issues submitted.

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

11.2 Upon mutual agreement by the City and the Union, any of the time limits in this Article may be waived.

**ARTICLE 12**  
**TRANSFERS**

12.1 Employees desiring to transfer to other jobs within the City shall submit an application in writing to their Department Head. The application shall state the reason for the requested transfer.

12.2 Employees requesting transfer or involuntarily transferred for reasons other than the elimination of their jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job effectively without further training.

12.3 Employees requesting transfers or involuntarily transferred because of elimination of their jobs or elimination of funding for their jobs shall be transferred to the same or any other job of an equal classification on the basis of seniority.

**ARTICLE 13**  
**AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 14**  
**DRUG AND ALCOHOL TESTING**

The parties agree the City may conduct drug and alcohol testing based on reasonable suspicion. The City agrees to follow the requirement of CGS, Section 31-51t through 31-51bb, inclusive excluding Section 31-51v.

**III. MONETARY PAYMENTS**

**ARTICLE 15**  
**WAGES**

15.1 The salaries of all employees covered by this Agreement shall be in accordance with the plan shown as Appendix A. (attached)

15.2 Effective July 1, 2004, wages shall be increased by two one-half percent (2.5%).

15.3 Effective July 1, 2005, wages shall be increased by two and one-half percent (2.5%).

15.4 Effective October 1, 2006, wages shall be increased by three percent (3.0%).

15.5 Effective October 1, 2007, wages shall be increase by three percent (3.0%).

15.6 In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate as applicable, whichever is appropriate in determining such benefits.

15.7 All employees on an annual salary shall be paid the wages of their classification based on fifty-two (52) weeks.

15.8 The City Attorney, with the approval of the Director of Labor Relations, has discretion to hire new employees up to Step VII, based on prior legal experience.

**ARTICLE 16  
PAYMENT OF TUITION**

16.1 The City shall reimburse each employee or prepay the direct costs of registration of each employee who satisfactorily completes continuing legal education courses in subjects which are designed to increase his/her proficiency in his/her present or potential duty assignments as determined by the City Attorney. The total of such payments to all employees shall not exceed five thousand dollars (\$5,000) in any fiscal year. The employee must apply and obtain the approval of the Director of Labor Relations in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this article and shall not be unreasonably withheld.

**ARTICLE 17  
LONGEVITY**

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

annual payment calculated by multiplying the sum of seventy-five dollars (\$75.00) by the number of years of such completed service.

17.2 This longevity pay will be payable during the month of December.

**ARTICLE 18  
RETROACTIVE PAYMENTS**

18.1 The City will us its best efforts to pay all sums retroactive to July 1, 2004 in one (1) lump sum within ninety (90) days of the acceptance of this agreement.

**IV. BENEFITS**

**ARTICLE 19  
INSURANCE**

19.1 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 Section V – Schedule of Benefits, Revision 10/1/05), a copy of which is annexed to the original of this Contract and is on file with the City and the Union (the "Medical Plan"). Appendix B

(b) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, eighty percent (80%) is paid by the City and twenty percent (20%) is paid by the employee. The co-payment by the employee shall be five dollars (\$5.00) for generic drugs, ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty five dollars (\$25.00) for all other drugs. Prescriptions shall be limited to a thirty (30) day supply at retail and a ninety (90) day supply at mail order. Mandatory mail order shall be required for maintenance drugs on the list maintained by the City's pharmacy benefits manager for refills of the prescription beyond the third or the co-payments and employee payment provided above shall double at retail (the "Prescription Drug Plan").

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

(d) The Vision Service Plan, or its equivalent, as outlined and attached (the "Vision Plan") as Appendix C

19.2 The City provide and pay for cost of fifty thousand (\$50,000) dollars group life insurance and accidental death and dismemberment policy (double indemnity) for all employees.

19.3 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).

19.4 For employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and on or prior to the last day of the Agreement, the City will provide and pay for benefits under the Medical Plan or, for those over the age of sixty-five (65), a supplemental plan to Medicare offering benefits equal to the Medical Plan and the Prescription Drug Plan. Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: (a) "retirees" shall mean employees who: (a) 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 (b) are eligible to receive full pension benefits in accordance with retirement qualification provisions of MERF Fund B; and (b) retirees must accept Medicare Part B coverage if eligible and pay for the premium.

19.5 A. Benefits under the Medical Plan and the Prescription Drug Plan for retirees, who retired on or after June 30, 2005, and their surviving spouses, if any, will be modified to conform to such benefits as provided to the active employees as the same may, from time to time, be modified under future collective bargaining agreements. Retired employee contributions shall also be adjusted to conform to the employee contribution made by active employees.

B. If any employee who retires on or after July 1, 2000 shall have available coverage for Medical Benefits through subsequent employment

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

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

19.7 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan or Insurance as set forth in Section 19.1 and Section 19.2 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans or Insurance as specified in Section 19.1 and Section 19.2 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

19.8 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 19.1 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 19.1 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 19.1 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 19.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

**19.9** 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.

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

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.

**19.11** Effective Upon approval of the Agreement by the City Council, each active employee shall contribute 12% of the Premium Cost as defined in this Section for the Medical Plan and Prescription Drug Plan. 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").

**19.12 -**

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

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

**19.13** Divorced employees must notify the City within thirty (30) days of the divorce or repay the City by payroll or pension reduction for the cost of any benefit improperly paid as a result of such failure.

**ARTICLE 20  
PENSION PLAN**

**20.1** All eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement Fund B, hereinafter referred to as CMERF Fund B.

**20.2** Employee contributions to CMERF Fund B will be on a pre-tax basis subject to meeting the CMERF requirement that all City unions which are CMERF agreeing to have this done.

**ARTICLE 21  
EMPLOYEE ASSISTANCE PROGRAM (EAP)**

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

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

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

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

21.5 No reference or record shall be made or stored in any Personnel, Payroll, Supervisor's, Civil Service Commission, or other file regarding an employee's need for, access to, or use of the EAP. All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission, Board or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.

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

**V. HOLIDAY AND LEAVES**

**ARTICLE 22  
HOLIDAYS**

22.1 The following days shall be paid holidays:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| President's Day        | Veterans Day           |
| Good Friday            | Thanksgiving           |
| Memorial Day           | Day after Thanksgiving |
| Independence Day       | Christmas Day          |

and any holiday officially proclaimed as such by the President of the United States of America, by the Governor of the State of Connecticut or by the Mayor of the City.

2.2 If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.

22.3 If any such holiday shall occur during the vacation of any employee, the employee shall receive an additional day's vacation in lieu thereof.

22.4 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 23  
VACATIONS**

23.1 Vacations of employees covered by this contract shall be in accordance with the Ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.

23.2 Employees with continuous Municipal Service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed two (2) calendar weeks in the contract year such service is rendered. In each contract year, any employee with one (1) or more years of such Municipal Service, but less than five (5) years of such service shall receive three (3) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous Municipal Service, shall receive four (4) weeks of vacation with pay. Employees with ten (10) or more years of continuous Municipal Service shall receive five (5) weeks vacation with pay.

23.3 a) Employees with one (1) week vacation are not eligible for either the option of carry-over or pay-out as set forth below.

b) Employees with three (3) weeks or more vacation may exercise the option of carrying over only one (1) week of unused vacation time from one contract year/vacation year to the next contract year/vacation year, and, in addition to the carry-over option set forth 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 carry-over and pay-out options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one (1) week actual vacation.

c) Employees with four (4) or more weeks of vacation, in addition to the carry-over option set forth in advance, 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 pay-out 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 who have not carried over from the prior year and who elect the pay-out 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 pay-out option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All pay-outs shall be paid to the employee at the end of the vacation year in which the election is made.

**ARTICLE 24**  
**SICK LEAVE**

24.1 Sick Leave Allowance - Sick Leave shall be earned by each employee of the bargaining unit, at the rate of ten (10) days per year, which shall be allotted on January 1st, of each year.

24.2 Sick Leave Accumulation - Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.

24.3 A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive days from City service.

24.4 Sick leave accumulated at retirement or death or other separation from City service.

(a) Upon retirement or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. For accumulated days held on June 30, 1992, the above stated credit shall be paid on a lump sum basis of eight-five (85%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of the retirement or separation date. For days

accumulated after July 1, 1992, the credit shall be paid at the rate of fifty (50%) percent of all unused sick leave up to a limit of two hundred (200) days.

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

24.5 Usage of accumulated sick leave shall be first from the then current year allotment, then from the days accumulated after July 1, 1992 and thereafter from the accumulated days held on June 30, 1992.

24.6 (a) The Department Head shall be responsible for the administration of these provisions, subject to the authority of the Mayor and the Director of Personnel, when so authorized by the Mayor.

(b) There shall be maintained in the Department a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to him/her.

(c) During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following:

(1) A record of an employee's accumulated sick leave shall be submitted to him upon request at least once annually.

(2) A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City but not less than once annually.

**ARTICLE 25**  
**PERSONAL LEAVE**

25.1 Up to three (3) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied. At the end of the contract year, personal days which are unused will be credited to the employee's sick leave account.

**ARTICLE 26**  
**BEREAVEMENT LEAVE**

**26.1** Bereavement Leave - Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue throughout and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing on the day of death. For purpose of this Article, the term "immediate family" shall mean and include the following: Mother, father, spouse, brother, sister, child, grandparent, grandchildren, step-parents, mother-in-law and father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law. Any other bereavement leave or any extension of the above leave shall be charged to the employee's sick leave account.

**26.2** Employees shall be granted one day leave with pay for the death of any aunt or uncle son-in-law, daughter-in-law, brother-in-law and sister-in-law.

**ARTICLE 27**  
**LEAVES OF ABSENCES**

**27.1** 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 of not to exceed one (1) year. No leave without pay shall be granted without a written request of the employee and guarantee by that employee that he/she will service the City of 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.

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

**27.2** Military leave shall be granted according to all applicable Federal and State Laws.

**ARTICLE 28**  
**PREGNANCY LEAVE**

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

**28.2** Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.

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

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

**28.5** Parental leave, shall, upon written request to the Department Head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 24.

**28.6** During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this agreement at their own expense, and (b) accrue seniority for all benefits thereto provided by this agreement.

**ARTICLE 29**  
**WORKERS' COMPENSATION**

29.1 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 eighty percent (80%) of that employee's regular straight-time weekly earnings and the amount of the weekly Workers' Compensation pay for each of the third (3rd) to twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases and no differential payment shall be made in any such case.

29.2 Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 2 of Article 24, "Sick Leave", of this Agreement.

29.3 Subject to the limitation provided in Section 22.1 of Article 27, workers compensation leave shall be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical recovery.

29.4 Each employee so injured or disabled must choose from the list of approved medical care providers on the Bridgeport Worker' Compensation Managed Care Plan as it may be modified from time to time by the Plan Administrator with the approval of the Workers' Compensation Commission.

29.5 If an employee on Workers' Compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee to return to a modified duty position, such discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. The positions are intended to be temporary in nature, generally no more than three (3) months, and are designed to return the employee back to his/her regular work.

29.6 When there is a disagreement between the City and the employee, the determination of the number of weeks the employee was necessarily absent from work by reason of a compensable injury shall be determined by the City's Director of Health or a Medical Doctor to whom such Director delegates his/her authority to make such a determination. If not settled, the grievance procedure set out in this contract may be used.

**ARTICLE 30**  
**JURY DUTY**

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

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

**VI. MISCELLANEOUS**

**ARTICLE 31**  
**CIVIL SERVICE APPLICABILITY**

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

**ARTICLE 32**  
**APPLICATION TO RETIREES AND OTHERS SEPARATED**  
**FROM CITY SERVICE**

**32.1** The provisions of this agreement shall apply equally to all employees who have retired or separated from City Service following the expiration of the prior agreement and before the effective date of this agreement.

**ARTICLE 33**  
**NONDISCRIMINATION**

**33.1** The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, disability, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership.

Any alleged violation of this Section of the Agreement may only be processed through the step II of the grievance procedure and no further.

**ARTICLE 34**  
**BULLETIN BOARDS**

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

**ARTICLE 35**  
**COPIES OF THE CONTRACT**

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

**ARTICLE 36**  
**SAVINGS CLAUSE**

**36.1** If any section, sentence, clause or phrase of this Agreement shall be held for any reasons to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be effected thereby; it

being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions.

**ARTICLE 37**  
**MISCELLANEOUS**

**37.1** Any employee will be given time off with pay in order to attend a seminar, training session or the like which is in connection with his/her City position when attendance has been authorized by his/her Department Head. Should the employee use his/her own car for travel, the City will reimburse him/her at the standard City rate per mile, plus fees, hotel charges and meals. If the employee travels by other means, he/she shall be reimbursed for the cost of the fare. The Employer may not unreasonably deny a request and may require reasonable documentation prior to reimbursement.

**37.2** The City shall reimburse each employee for any Connecticut Occupational taxes paid by the employee that are related to the practice of law.

**ARTICLE 38**  
**PRIOR PRACTICE**

**38.1** Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that all employees within a classification have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

**ARTICLE 39**  
**DURATION**

**39.1** All provisions of this agreement shall be effective as of the first (1<sup>st</sup>) day of July, 2004 and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) day of June, 2010. It shall be negotiated pursuant to the terms and conditions of M.E.R.A..

**39.2** The parties will re-open this Agreement effective July 1, 2008 for purposes of negotiating wages and benefits. This re-opener shall be subject to binding interest arbitration under the Municipal Employees Relations Act.

39.3 The parties will re-open this Agreement effective July 1, 2009 for purposes of negotiating wages and benefits. This re-opener shall be subject to binding interest arbitration under the Municipal Employees Relations Act.

Signed this Day of December 27, 2006.

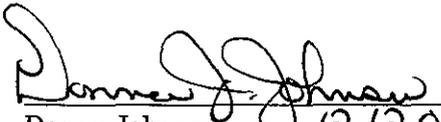
FOR THE CITY

  
John M. Fabrizi  
Mayor

  
Edmund E. Winterbottom  
Director of Labor Relations

FOR THE UNION

  
John Barton, Esquire 12.20.06

  
Donna Johnson, 12.12.06  
Staff Representative AFSCME,  
Council 4

**CITY OF BRIDGEPORT**

**ASSOCIATE CITY ATTORNEY**

**July 1, 2004 (2.5%)**

UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Q	1705	ASSOCIATE CITY ATTORNEY	\$67,097.00	\$71,225.00	\$75,355.00	\$79,486.00	\$83,614.00
			\$1,290.33	\$1,369.71	\$1,449.13	\$1,528.58	\$1,607.96
			<b>(STEP 6)</b>	<b>(STEP 7)</b>	<b>(STEP 8)</b>	<b>(STEP 9)</b>	
			\$87,741.00	\$91,869.00	\$95,998.00	\$100,800.00	
			\$1,687.33	\$1,766.71	\$1,846.12	\$1,938.46	

**CITY OF BRIDGEPORT**

**ASSOCIATE CITY ATTORNEY**

**July 1, 2005 (2.5%)**

UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Q	1705	ASSOCIATE CITY ATTORNEY	\$68,774.00	\$73,006.00	\$77,239.00	\$81,473.00	\$85,704.00
			\$1,322.58	\$1,403.96	\$1,485.37	\$1,566.79	\$1,648.15
			<b>(STEP 6)</b>	<b>(STEP 7)</b>	<b>(STEP 8)</b>	<b>(STEP 9)</b>	
			\$89,935.00	\$94,166.00	\$98,398.00	\$103,320.00	
			\$1,729.52	\$1,810.88	\$1,892.27	\$1,986.92	

**CITY OF BRIDGEPORT**

**ASSOCIATE CITY ATTORNEY**

**October 1, 2006 (3.0%)**

<b>UNION</b>	<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Q	1705	ASSOCIATE CITY ATTORNEY	\$70,837.00	\$75,196.00	\$79,556.00	\$83,917.00	\$88,275.00
			\$1,362.25	\$1,446.08	\$1,529.92	\$1,613.79	\$1,697.60
			<b>(STEP 6)</b>	<b>(STEP 7)</b>	<b>(STEP 8)</b>	<b>(STEP 9)</b>	
			\$92,633.00	\$96,991.00	\$101,350.00	\$106,420.00	
			\$1,781.40	\$1,865.21	\$1,949.04	\$2,046.54	

APPENDIX A

CITY OF BRIDGEPORT

ASSOCIATE CITY ATTORNEY

October 1, 2007 (3.0%)

UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Q	1705	ASSOCIATE CITY ATTORNEY	\$72,962.00	\$77,452.00	\$81,943.00	\$86,435.00	\$90,923.00
			\$1,403.12	\$1,489.46	\$1,575.83	\$1,662.21	\$1,748.52
			<b>(STEP 6)</b>	<b>(STEP 7)</b>	<b>(STEP 8)</b>	<b>(STEP 9)</b>	
			\$95,412.00	\$99,901.00	\$104,391.00	\$109,613.00	
			\$1,834.85	\$1,921.17	\$2,007.52	\$2,107.94	

**APPENDIX B  
THE MEDICAL PLAN**

**CITY OF BRIDGEPORT  
Effective: July 1, 2006  
C12BP5/C12BP6**

The City of Bridgeport / BOE plan is an open access plan that offers you the opportunity to use either HealthNet network or non-network health care providers each time you seek medical care, and still receive benefits for covered services. The plan gives you a powerful choice. You can work within the HealthNet provider network or choose a provider not affiliated with HealthNet. Care delivered within the network is covered. In-Network. Outside the network, care is subject to, coinsurance, and completion of claim forms.

<b><u>BENEFITS</u></b>	<b><u>IN-NETWORK<sup>1</sup></u></b>	<b><u>OUT-OF-NETWORK<sup>2</sup></u></b>
<b>FINANCIAL</b>		
Deductible:	None	None
Maximum Out-of-Pocket Coinsurance Cost: (does not include charges in excess of allowed amount or non-covered benefits)	None	\$1,000 Single, \$2,000 Family
Max. Lifetime Benefit Per Member	Unlimited	\$1,000,000
Coinsurance Level	N/A	80% of UCR
<b>PREVENTIVE CARE</b>		
Physical Examination for Children through Age 17		
<ul style="list-style-type: none"> <li>The maximum frequency of covered routine health exams is Monthly during the first 5 months of life (maximum 5); once every 2 months from age 6 months through 11 months (maximum 3); once every 3 months from age 12 months through 23 months (maximum 4); once every 6 months age 24 months through 35 months (maximum 2); and once per Calendar Year from age 3 through age 17 years.</li> </ul>	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2</sup>
Hearing Exams until Age 18	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2</sup>
Adults Age 18 and Over		
<ul style="list-style-type: none"> <li>The maximum frequency of covered routine adult health exams, according to age is: 18 years through 29 years, once every third Calendar year; age 30 years through 49 years, once every second calendar year; age 50 and over, once per Calendar Year.</li> </ul>	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2</sup>
Preventive Immunizations:		
<ul style="list-style-type: none"> <li>Children through Age 17</li> <li>Adults Age 18 and Over</li> </ul>	No Cost No Cost	Subject to 80% Coinsurance <sup>2</sup> Subject to 80% Coinsurance <sup>2</sup>
Mammograms (See Section VI for schedule)		
<ul style="list-style-type: none"> <li>Screening</li> <li>Diagnostic</li> </ul>	No Cost No Cost	Subject to 80% Coinsurance <sup>2</sup> Subject to 80% Coinsurance <sup>2</sup>
Routine Gynecological Care, for female Members over age 15	\$20 Copayment if the Gynecologist is the Employees primary physician. Otherwise \$30 for a specialist. One pap test and one pelvic exam per calendar year.	Subject to 80% Coinsurance <sup>2</sup>
<b>MATERNITY CARE</b>		
Pre-Natal and Post-Natal (from eff. date of HealthNet coverage)	\$20 Copayment for the initial Visit, then covered in full	Subject to 80% Coinsurance <sup>2</sup>
Hospital Services for Mother & Child (Includes all newborn costs even if newborn requires continued hospitalization after mother is discharged)	\$200 Copayment per Admission <sup>3</sup>	\$200 Copayment per Admission, then subject to 80% Coinsurance <sup>2</sup>
Family Planning and Infertility Services (Excludes In-Vitro Fertilization, GIFT, and ZIFT)	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2</sup>

<b>BENEFITS</b>	<b>IN-NETWORK<sup>1</sup></b>	<b>OUT-OF-NETWORK<sup>2</sup></b>
<b>OUTPATIENT CARE</b>		
Physician Office Visits	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2</sup>
X-Rays and Laboratory Tests	No Cost	Subject to 80% Coinsurance <sup>2</sup>
Physical & Occupational Therapy and Chiropractic Care, for up to 30 Visits per Year	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2</sup>
Cardiac Rehabilitation for up to 12 weeks following myocardial infarction or cardiac surgery	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2,3</sup>
Speech Therapy, for up to 60 days per year	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2,3</sup>
Diagnostic Procedures	No Cost	Subject to 80% Coinsurance <sup>2,3</sup>
Surgery performed in a Hospital or Outpatient Surgical Care Center	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2,3</sup>
Allergy Services	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2</sup>
<b>INPATIENT CARE</b>		
Semi-Private Room and Board	\$200 Copayment per Admission <sup>3</sup>	\$200 Copayment per Admission, then subject to 80% coinsurance <sup>3</sup>
Inpatient Skilled Services such as Physical, Occupational therapy, and Skilled Nursing Care to a combined maximum of 60 days per calendar year	\$200 Copayment per Admission <sup>3</sup>	\$200 Copayment per Admission, then subject to 80% coinsurance <sup>3</sup>
<b>VISION CARE</b>		
Vision Screening, annually (excludes refraction)	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2</sup>
Medical Care for Injury or Illness to the Eye	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2</sup>
<b>MENTAL HEALTH CARE</b>		
Outpatient Mental Health Care	\$20 Copayment per Visit Outpatient visits may require approval in advance.	Subject to 80% Coinsurance <sup>2</sup>
Inpatient Mental Health Care	\$200 Copayment per Admission <sup>3</sup>	\$200 Copayment per Admission, then subject to Coinsurance <sup>2,3</sup>
<b>DRUG/ALCOHOL ADDICTION</b>		
Inpatient Diagnosis and Medical Treatment for Drug and Alcohol Detoxification	\$200 Copayment per Admission <sup>3</sup>	\$200 Copayment per Admission then subject to 80% Coinsurance <sup>2,3</sup>
Inpatient Rehabilitative treatment for the abuse of, or addiction to drugs and alcohol	\$200 Copayment per Admission <sup>3</sup>	\$200 Copayment per Admission, then subject to 80% Coinsurance <sup>2,3</sup>
Outpatient Rehabilitative treatment for the abuse of, or addiction to drugs and alcohol	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Subject to 80% Coinsurance <sup>2</sup>
<b>HOME HEALTH OR HOSPICE CARE</b>		
Home Health or Hospice Care when skilled services are required	No Cost <sup>3</sup>	Subject to 80% Coinsurance <sup>2,3</sup>
Inpatient Hospice Care	\$200 Copayment per Admission <sup>3</sup>	\$200 Copayment per Admission then covered 100% <sup>3</sup>

<b>OTHER SERVICES</b>		
Durable Medical Equipment (Certain devices require prior authorization)	HealthNet pays 100% of the cost of covered item(s) up to a combined in and out of network maximum of \$500 per year	HealthNet pays 100% of the cost of covered item(s) up to a combined in and out of network maximum of \$500 per year
Foot Orthotics	HealthNet pays 50% of the physician's charge or \$125, whichever is less	HealthNet pays 50% of the physician's charge or \$125, whichever is less
Prosthetics (maximums are combined in and out of network)	No Cost <sup>3</sup>	No Cost <sup>2,3</sup>
• Internal	No Cost <sup>3</sup>	Subject to 80% Coinsurance <sup>2,3</sup>
• External, to a maximum of \$5,000	No Cost <sup>3</sup>	Subject to 80% Coinsurance <sup>2,3</sup>
• External replacement, to a maximum of \$5,000	No Cost <sup>3</sup>	No Cost <sup>3</sup>
Oxygen	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	Covered In Network only
Acupuncture		

<b>BENEFITS</b>	<b>IN-NETWORK<sup>1</sup></b>	<b>OUT-OF-NETWORK<sup>2</sup></b>
<b>EMERGENCY CARE</b>		
At Physician's Office	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	\$20 Copayment per visit for the Employees primary care physician and \$20.00 copayment per visit for a Specialist.
Urgent Care at an Urgent Care Center	\$20 Copayment per visit for the Employees primary care physician and \$30.00 copayment per visit for a Specialist.	\$20 Copayment per visit for the Employees primary care physician and \$20.00 copayment per visit for a Specialist.
At Hospital Emergency Room (ER Copayment waived if admitted, then \$200 Inpatient Copayment applies)	\$75 Copayment per Visit	\$75 Copayment per Visit
Ambulance, in case of emergency	No Cost	No Cost

Effective 7/1/07 – the co-payment for specialist shall increase to \$40.00 per visit.

\* Usual, Customary and Reasonable Charge (UCR) is defined as maximum allowable charge as determined by HealthNet.

\*\* For outpatient mental health, rehabilitative treatment for the abuse of or addiction to drugs and alcohol, and chiropractic care, the allowed amount is determined by the vendor's fee schedule.

- 1 In Network services are services and benefits provided or arranged by a HealthNet participating provider.
- 2 Out of Network services require a member to pay coinsurance.
- 3 When Medically Necessary and Approved in Advance by the HealthNet Medical Director.

#### Conditions and Limitations

You are covered for emergencies anywhere in the world. If the situation is life-threatening, go straight to the nearest hospital's emergency room or call 911. If at all possible, try to reach your HealthNet primary care physician. Please be sure it is a true emergency. Many people go to the emergency room for things like colds, sore throats, coughs, and routine fevers because it is convenient. While none of these problems constitutes an emergency, you are covered for all of them through a visit to your physician's office. You will be responsible for any emergency room charges when it is not an emergency.

#### Out of Network Benefits

When using Out of Network benefit, prior authorization is required for all inpatient and outpatient hospital admissions, all elective ambulatory surgical procedures, and most diagnostic procedures performed in a non-plan hospital or free-standing surgical center. To obtain prior authorization, please contact HealthNet' Customer Service Department at 1-800-205-0095. A \$100 penalty is applied to Out of Network reimbursement when the member does not complete the prior authorization process.

#### Out of Network Inpatient Hospital Copayment Maximum

All of your out-of-network inpatient hospital / facility copayments will be applied to an annual copayment maximum of \$1,000 per member or \$2,000 per family per calendar year.

#### General Exclusions

You are not covered for physical exams for employment, insurance, school, premarital requirement or summer camp (unless substituted for a normal physical exam); hearing aids; routine foot care; some transplant procedures; cosmetic or reconstructive surgery, unless medically necessary; custodial services; weight-reduction programs; or long-term psychiatric treatment.

Plan will not duplicate any benefits for which members are entitled under worker's compensation, No-Fault, Medicare, or other group health insurance coverage.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The City of Bridgeport Summary Benefit Description is the final arbiter of coverage under HealthNet. If you have any questions, please call the HealthNet Customer Service Department at 1-800-205-0095.

**APPENDIX C  
VISION CARE BENEFITS FOR  
CITY OF BRIDGEPORT**

The new vision care plan will be provided by Vision Service Plan. The plan provides a complete vision examination and lenses once every twelve (12) months, and a frame once every twenty-four (24) months. The vision examination will include tests to determine the general health of your eyes and whether glasses are necessary. A wide selection of frames are available, and contact lenses are covered if medically necessary. An allowance will be made if cosmetic contacts are selected.

The plan has a network of over 22,000 doctor locations nationwide for you to choose from. WHEN SERVICES ARE OBTAINED FROM A MEMBER DOCTOR, Vision Service Plan will pay the doctor directly. There will be no out-of-pocket expense except for a twenty (\$20.00) dollar co-payment for the examination and a thirty (\$30.00) dollar co-payment for materials. There can be an extra charge for cosmetic items such as tints, over-sixed lenses, or blended lenses, etc. These extras are charged at predetermined wholesale prices.

In addition, your benefit includes a forty dollar (\$40.00) wholesale frame allowance. This typically equates to a pair of frames which retail for one hundred/one hundred twenty (\$100/\$120) dollars. Should you exceed the wholesale frame allowance, you will be charged the additional wholesale cost, plus a service fee equal to the overage. (Example: You choose frames which carry a fifty dollar (\$50.00) wholesale value. You would be charged the additional wholesale cost of ten dollars (\$10.00) plus a service fee equal to the overage, or ten (\$10.00) dollars. Therefore, these frames would cost twenty (\$20.00) dollars in addition to your co-payment.

You also have the option to receive SERVICES FROM A NON-MEMBER DOCTOR, and VSP will reimburse you according to a schedule of allowances. There is no assurance that the schedule will be sufficient to pay for the entire cost of the examination or the glasses.

**NON-MEMBER DOCTOR REIMBURSEMENT SCHEDULE**

Vision Examination	\$40.00
Single Vision Lenses, up to (per pair)	\$40.00
Bifocal Lenses, up to (per pair)	\$60.00
Trifocal Lenses, up to (per pair)	\$80.00
Lenticular	\$125.00
Frames, up to	\$45.00
Contact Lenses	
Necessary	\$210.00
Elective	\$105.00

BEFORE MAKING AN APPOINTMENT WITH EITHER A MEMBER OR NON-MEMBER DOCTOR, you must obtain a request card brochure from your Personnel Department. The brochure will further explain the benefits and procedures. Simply complete the pre-addressed request-for-service postcard attached to the brochure and mail it to VSP. The request-for-service postcard should be sent in just prior to your desired appointment date, since the benefits from expires sixty (60) days from the date of issue. Within approximately ten (10) days, you will receive a benefit from along with a list of member doctors in your area. For questions other than eligibility, call VSP's National Customer Service Center at (1800) 622-7444.



*City of Bridgeport*  
*Labor Relations and Benefits Administration*

*Labor Relations Office*  
*45 Lyon Terrace*  
*Bridgeport, Connecticut 06604*  
*Telephone 203-576-7843*

JOHN M. FABRIZI  
Mayor

March 27, 2006

EDMUND WINTERBOTTOM  
Director

John Barton, President  
Local 1303-272, AFSCME Council #4, AFL-CIO  
C/O Office of the City Attorney  
999 Broad Street  
Bridgeport, CT 06604

JANET M. FINCH  
Human Resources Manager

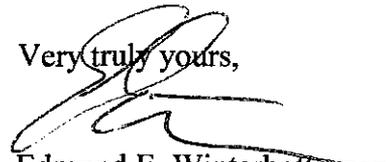
RICHARD D. WEINER  
Benefits Manager

Dear John:

This letter will supplement the terms and conditions of a Tentative Agreement between the City of Bridgeport and Local 1303-272, AFSCME Council #4, AFL-CIO for a term of July 1, 2005 to June 30, 2010. We have agreed to interpret the Health Benefits Article in the Tentative Agreement as follows:

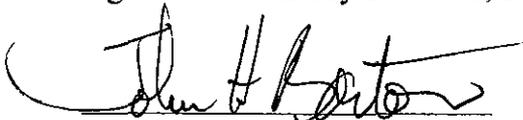
- 1) The prescription drug coverage for the applicable current member of the bargaining unit for the prescription for the generic equivalent of their current medication and for the applicable spouse of a bargaining unit member for their current prescription for which the dosages are periodically adjusted will not be subject to the mandatory mail requirements of Section 19.1(B) of the Tentative Agreement and the double co-payments at retail shall not apply to any such prescriptions. Other similar cases for other members of the bargaining unit or their dependents will be considered by the City on a case-by-case basis.
- 2) For purposes of the co-payments for Primary Care Physicians under Appendix C of the Tentative Agreement, the types of medical service providers set forth in the attached list will be considered to be Primary Care Physicians for any home or office visit. An employee who seeks treatment from any such type of provider will pay a twenty dollar (\$20.00) co-payment for a visit regardless of whether the employee also treats with any other type of physician listed.

Very truly yours,



Edmund E. Winterbottom  
Director of Labor Relations

Agreed this 27th day of March, 2006



John Barton, President

The following specialty types are deemed as PCP's:

PHYS-GYNEC	PHYSICIAN, GYNECOLOGY
PHYS-GERON	PHYSICIAN, GERIATRICS
PHYS-GENER	PHYSICIAN, GENERAL PRACTICE
PHYS-INTER	PHYSICIAN INTERNAL MEDICINE
PHYS-FAMIL	PHYSICIAN, FAMILY PRACTICE
PHYS-PEDIA	PHYSICIAN, PEDIATRICS
PHYS-OBGYN	PHYSICIAN, OBSTETRICS/GYNECOLO
OTHR-FAMRN	OTHER, FAMILY NURSE PRACTITION
OTHR-ADURN	OTHER, ADULT NURSE PRACTITIONE
OTHR-GERRN	OTHER, GERIATRIC NURSE PRACTIT
OTHR-PEDRN	OTHER, PEDIATRIC NURSE PRACTIT
OTHR-WOMRN	OTHER, WOMEN HEALTH NURSE PRAC
OTHR-MIDWF	OTHER, NURSE MIDWIFE