

AGREEMENT

Between

THE CITY OF BRIDGEPORT

-and-

NATIONAL ASSOCIATION

OF GOVERNMENT EMPLOYEES, RI-200

July 1, 2014 to June 30, 2018

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Working Agreement between the City of Bridgeport, Connecticut and Local RI-200 of the National Association of Government Employees.

I. THE UNION AND UNION SECURITY

PREAMBLE

This Agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and Local RI-200 of the National Association of Government Employees, hereinafter referred to as the Union.

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all of those employees of the City of Bridgeport as certified by the Connecticut State Board of Labor Relations in Decision No. 1440-C issued December 27, 1976 and as amended by Decision No. 2482-A issued June 26, 1986.

1.2 N.A.G.E. Local RI-200 recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. N.A.G.E. Local RI-200 further agrees to bargain in good faith with the Mayor or his/her designated representative on all matters relating to wages, hours and other conditions of employment.

ARTICLE 2 - CHECK-OFF

2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the union. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by the law, Union dues for such deduction period shall be a deduction pay period in which the employee has sufficient funds due him/her. It is also

agreed that neither any employee nor the Union shall have claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the date such deductions were or should have been made and delivered to the Union. It is also agreed that the obligations 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 National Association of Government Employees.

2.2 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, no later than the fifteenth (15th) day of the following month.

2.3 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of the Union during the term of the Agreement. It shall be a condition of employment that all employees covered by 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 amount equal to dues payable by Union members during the term of the Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union, or pay to the Union an amount equal to dues payable by Union members during the term of the Agreement. All such dues shall be automatically payroll deducted and remitted to the Union.

2.4 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the 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 - SUB - CONTRACTING

3.1 The City agrees that it will not contract or sub-contract any work presently being performed by employees in the bargaining unit. This shall not prevent the City from contracting or sub-contracting for supplementary or emergency service which employees in the bargaining union are unable to perform during their regular hours of work. This article will not impact any positions, dealing with security at Margaret Morton Government Center, City Hall – 45 Lyon Terrace and Health Department.

ARTICLE 4 - TOP SENIORITY

4.1 Union officials, limited to seven (7) officers and twenty (20) stewards, who are involved in on-the-job contract administration and/or contract negotiations, shall have top seniority for purposes of lay-off and recall. Upon the execution of this Agreement, the Union shall provide the Director of Labor Relations with the names of such officers and stewards.

ARTICLE 5 - LAY-OFF AND RECALL

5.1 In the event of a lay-off within Civil Service classification, the employee with the least seniority (as defined in Section 14.5 of the CBA) within the classification shall be laid-off first.

Subsequent recalls to open positions in that job classification shall be in reverse order of the lay-off.

Any employee occupying a Civil Service position that is subject to be laid-off, shall have the right to bump, laterally or down, to a previously held classification within the bargaining unit, provided said employee has greater seniority (as defined in Section 14.5 of the CBA) than employee occupying the lower classification. The least senior employee within the classification shall be bumped. If an employee bumps laterally, he/she shall retain their salary at the time of the lay-off. If an employee bumps down, the employee's salary shall be reduced to the top step in the lower classification that will not produce a raise.

Notwithstanding anything contained in Article 5, the protection presently afforded employees in the classified service concerning layoff and recall set forth in the existing Rule of the Civil Service Commission shall continue to be in effect, except that the language of section 14.5 of the CBA shall control with respect to the definition of seniority.

In the event of a lay-off within non-Civil Service classifications, the employee with the least seniority (as defined in Section 14.5 of the CBA) within the classification shall be laid off first. Subsequent recalls to open position in that job classification shall be in reverse order of the lay-off. Any employee occupying a non-Civil Service position that is subject to be laid off, shall have the right to bump, laterally or down, to a previously held classification within the bargaining unit, provided said employee has greater seniority (as defined in Section 14.5 of the CBA) than employees occupying the lower classification. The least senior employee within the classification shall be bumped. If an employee bumps laterally, he/she shall retain their salary at the time of the lay-off. If an employee bumps down, the employee's salary shall be reduced to the top step in the lower classification that will not produce a raise.

In all cases of reduction in force or reorganization where layoff occurs, the City will provide the Union as much reasonable advance notice as possible and in no event shall such notice be less than five (5) calendar days unless an emergency or unforeseen circumstances arises, in which case the City will notify the Union as soon as possible.

ARTICLE 6 - BARGAINING UNIT

6.1 This Agreement applies to and includes all employees listed in the certification of the Connecticut State Board of Labor Relations issued December 27, 1976 and Decision No. 1440-C as amended by Decision No. 2482-A issued June 26, 1986.

6.2 Part-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per week are excluded.

6.3 The inclusion of a newly established classification will be a subject for negotiations between the City and the Union.

6.4 Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

If a newly established classification is determined to be a part of the Bargaining Unit, such classifications shall be included as a part of the bargaining unit without having to resort to an election.

ARTICLE 7 - UNION ACTIVITIES

7.1 The City agrees that the Union Officers or Stewards shall have time during working hours without loss of pay for the investigation and adjustment of grievances, permission to absent himself/herself from his/her work area may be withheld by the supervisor only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible. The City agrees that the Union President shall have extensive and free leave with pay from the workplace to conduct union business. The President agrees in good faith to inform his or her supervisor of his or her whereabouts.

7.2 The seven (7) Members of the Executive Board may attend meetings for the purpose of negotiations during working hours without loss of pay.

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

7.4 Union Officers shall be able to consult with the Employer, his/her Representative(s) concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relations Director or his/her designee is notified of such meetings and consultations.

7.5 During each year up to five (5) City employees who are chosen by the Union as official delegates of such State Convention of NAGE shall be granted three (3) days leave without pay for the sole purpose of attending the sessions of such State Convention as voting delegates. Once in each five (5) year period, up to three (3) City

employees who are chosen by the Union to be Official delegates to the National Convention of NAGE shall be granted five (5) days of leave with pay for the sole purpose of attending the session of such National Convention as voting delegates. The Secretary of the Union will certify in writing to the appropriate City departments the names of those City employees who are chosen by the Union to act as its official delegates to either of such NAGE conventions at least fourteen (14) working days prior to the first day on which the leave with pay is to become effective.

7.6 The five (5) members of the Union Grievance Committee and the grievants shall be granted leave from work with full pay in order to attend grievance meetings or hearings when such meetings or hearings take place the same time that such members are scheduled to work. It is understood that the time the grievants are excused from work will be limited to the time actually spent in meetings or hearings including pre-arbitration meetings with Union Officials and travel to and from said meetings.

ARTICLE 8 - VISITS BY UNION REPRESENTATIVES

Accredited representatives of the NAGE Local RI-200 and the National Union shall have access to the premises of the Employer, at reasonable times, provided he/she notifies the supervisor in the work area of his/her presence when he/she arrives and his/her presence will not disrupt the orderly routine of the department.

ARTICLE 9 - BULLETIN BOARDS

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

ARTICLE 10 - COPIES OF CONTRACT

Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this Agreement at the time of hire. The Union is to receive one hundred (100) signed copies of the Agreement from the City.

II. MANAGEMENT AND THE WORKPLACE

ARTICLE 11 - MANAGEMENT RIGHTS

11.1 Except as expressly modified or restricted by 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, assign, 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; to determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

This article shall not be construed to deny any employee any right received under Civil Service Provisions of the City Charter.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.1 All employees covered by this Agreement will work a forty (40) hour week except those employees who currently work the City Hall hours and they will continue to work such City Hall hours (see Appendix A). City Hall hours will normally be 9:00 a.m. until 5:00 p.m., with one (1) hour unpaid lunch. Employees in the Library will continue their present schedule of hours.

The starting and finishing time of the hours of work for employees covered by this Agreement may be changed for seasonal

and operating reasons or for the convenience of the public, after the City meets and confers with the union regarding such changes.

This provision is not intended to restrict Saturday hours in departments which have in the past provided service to the public on Saturday, whether seasonal or otherwise. Any employee who is scheduled to work in excess of the normal hours will be paid straight time up to forty (40) hours at time and one-half (1 1/2) thereafter.

12.1a School Program Cafeteria Schedule of Hours of Work:

HOURS PER WEEK High Schools

REGULAR SHIFT

40 hours

6:30 a.m. - 2:30 p.m.
7:00 a.m. - 3:00 p.m.

30 hours

8:00 a.m. - 2:00 p.m.
9:00 a.m. - 3:00 p.m.

20 hours

9:30 a.m. - 1:30 p.m.
10:00 a.m. - 2:00 p.m.
11:00 a.m. - 3:00 p.m.

25 hours

9:00 a.m. - 2:00 p.m.
10:00 a.m. - 3:00 p.m.

Middle Schools

40 hours

7:00 a.m. - 3:00 p.m.

30 hours

8:00 a.m. - 2:00 p.m.

20 hours

9:30 a.m. - 1:30 p.m.
10:00 a.m. - 2:00 p.m.

Elementary Schools

40 hours	10:30 a.m. - 6:30 p.m.
30 hours	10:00 a.m. - 4:00 p.m.
20 hours	9:30 a.m. - 1:30 p.m. 2:00 p.m. - 6:00 p.m.

Employees assigned to one of the shifts identified above will be utilized on that shift; provided, however, (1) that in instances where an unexpected lack of adequate personnel coverage threatens service at a school, cafeteria employees may be transferred to that school on a temporary basis to assure prompt, effective school meal coverage; and (2) temporary transfers to shifts other than those to which the employee is regularly assigned may be made in the case of emergencies. As soon as practicable, such transferred employees are to be returned to their regularly assigned shifts.

12.2 Employees required to work more than eight (8) hours in one regularly scheduled day or more than forty (40) hours in one regularly scheduled week, shall be compensated for such overtime at time and one-half (1 1/2) their regular hourly rate. City Hall employees required to work on Saturday, outside their normal work week shall receive one and a half (1 1/2) times their hourly rate for hours worked after three (3) hours.

12.3 Supervision shall make overtime assignments consistent with the principle of distributing overtime as equitably as practicable among the employees holding the job affected by the overtime assignment. In doing so, supervisors shall follow the following procedure:

- a. Overtime assignments will first be offered to employees within the classification at the building or site of the assignment. Supervisors will use a rotating list for distribution. Employees refusing the overtime assignment will be charged as though he/she worked it.

- b. In the event all employees within the classification at the building or site of the assignment refuse the overtime, supervisors will then consult the rotating list of all employees occupying the same classification within the department. The supervisor shall offer the assignment to the first name on the list, and continue until the shift is filled. Employees refusing the overtime assignment will be charged as though he/she worked it.
- c. If after expiring the lists in (a) and (b) above, the supervisor has not found an employee to fill said assignment, the least senior employee at the building site will be ordered to work the overtime assignment.

Overtime assignments for Special Police Officers shall be handled by a rotating list within the department; then Special Police Officers in other departments; and then ordering the least senior employee in the department where the overtime is to be worked.

Park Special Officers - Until the full loss of Park Special Officers occurs through attrition, all Special Officers (Board of Education and Parks) shall continue to retain primary overtime rights in the Parks as per the above Article 12.3c of the 2005-2009 Collective Bargaining Agreement.

12.4 An employee will work overtime when requested to do so by Supervisors. Employees shall be notified of such assignment as soon as practicable.

12.5 In the event that all employees refuse, or are not available, to work overtime, the least senior employee in the job classification and area affected by the overtime work, must work such overtime. In the event of an emergency, declared by the Mayor, no one can refuse to work overtime.

12.6 All City employees subject to City Hall hours shall work the hours provided in Appendix A, attached hereto.

12.7 The City, at its option, may change the hours of work from thirty two and one half (32 1/2) or thirty five (35) to thirty five (35) or Forty

(40) hours. In the event that the City exercises its option, the amount of money equivalent to the increase in hours shall be added to the base pay of the employee.

12.8 Any Telecommunicator may swap work shifts on a day or days on which he/she is able to secure another employee to work in his/her place provided:

- A. The two shifts swapped occur within the same pay period (11:00 p.m. Saturday through 10:59 p.m. Saturday).
- B. Such substitution does not impose any cost to the City.
- C. Such substitution is within the job title only.
- D. The Supervisor in charge is notified on the appropriate form at least three (3) days in advance of the requested swap except in the case of an emergency, in which case the request may be made by telephone.
- E. Neither the Department nor the City shall be held responsible for enforcing any agreements made between employees.
- F. As long as the above requirements are met, the swap requested shall not be unreasonably denied.

12.9 Parking Control Officers will work eight (8) consecutive hours per day, forty (40) hours per week, Monday through Friday, with a thirty (30) minute paid lunch. The City shall maintain scheduling flexibility to set the schedules between the hours of 8:00 a.m. – 5:00 p.m. Schedules will be set in advance by the City. If after one year from the implementation of the provision, the City can show that the increase in hours is not economically supported (i.e. income from parking violations has not increased), the schedules will revert back.

ARTICLE 13- REPORTING TIME

Any employee who is scheduled to report for and who presents himself/herself for work, as scheduled, shall be assigned at least four (4) hours work on the job for which the employee was scheduled to report. If work on the job is not available, the employee shall be excused from duty, and paid at his regular rate - straight time or overtime. When an employee reports for and starts to work as scheduled, and is excused from duty before completion of four (4) hours work, the employee shall be paid at his regular rate, for four (4)

hours work at appropriate rate, straight time, or overtime, whichever is applicable.

ARTICLE 14 – SENIORITY

14.1 The City shall prepare a list of employees represented by the Union, showing their seniority in time of service with the City, their classification and rate of pay, and deliver the same to the Union within ninety (90) days of the signing or anniversary date of the contract.

14.2 When a promotional vacancy exists in a classified non-competitive position within a department, the position vacancy shall be posted where employees customarily assemble and in a conspicuous place in the department for five (5) days and on the appropriate Personnel Department's website. Qualification for the position will be determined by the employer. If multiple qualified employees, as determined by the employer, bid on the position, seniority will be the deciding factor.

14.3a. All new employees shall serve a six (6) month probationary period. Upon successful completion of the probationary period, the employee shall be classified as a permanent employee. The probationary period shall be counted as part of the seniority after the employee is considered permanent.

14.3b (1) During the six (6) month probationary period, the City may terminate or otherwise discipline the probationary employee and such action shall not be subject to the grievance and arbitration process.

(2) The City shall perform at least two (2) evaluations during probation in which the employee is appraised in writing as whether they have adequately learned and/or performed the functions and responsibilities of the position and provide the employee with a fair opportunity to correct any deficiencies.

(3) The evaluations provided in (2) above shall be required for termination(s) based upon whether the employee has adequately learned and/or performed the functions and responsibilities of the position for other than newly hired probationary employee(s). The

City's failure to perform such evaluations shall be subject to the grievance and arbitration process with the remedy being a new six (6) month probationary period.

14.3c Employees failing their probation under Civil Service may appeal the termination to the Civil Service Commission regarding the termination of employment. Said appeal must be filed with the Commission within fourteen (14) calendar days from the date of termination.

Those probationary employees in non-Civil Service positions that fail probation may appeal for a hearing concerning the termination with the City's Director of Labor Relations. Said appeal must be filed with the City's Labor Relations Office within fourteen (14) days from the date of termination.

14.3d Probationary employees shall not be eligible for vacation benefits during their probationary period, however, they will be eligible to receive vacation benefits upon six (6) month anniversary date. Probationary employees shall earn full sick leave credit during the first ninety (90) days of employment. Any sick leave utilized by probationary employees must be accompanied by a medical certificate acceptable to the Director of Labor Relations or his/her designee. Probationary employees will not be eligible for tuition reimbursement.

14.4 Employees promoted to a higher classification within the bargaining unit shall serve a promotional probationary period of six (6) months. In the event an employee fails a probationary period (within or outside the bargaining unit) or becomes ineligible for the position because of testing, the employee may bump back to his/her previously held classification and have his/her seniority bridged for all purposes except lay-off. While the employee is in the probationary period, he/she shall have all rights under the grievance and arbitration procedure.

In computing an employee's length of service for a prior classification, the time spent in all classifications in which he/she worked shall be used.

14.5 Seniority shall mean length of service to the municipality by job classification. Such seniority shall apply to the employee's rights in cases of lay-offs, re-employment, transfers and vacation.

14.6 Seniority of non-civil service employees, upon entering a civil service position, shall include the time spent in continuous non-civil service employment with the City.

14.7 Any Civil Service employee laid-off by the City of Bridgeport since January 1975, and rehired by the City on any federal grant employment program and subsequently rehired by the City on a Civil Service payroll shall be treated as if they had unbroken seniority as defined by Section 14.5 of the current collective bargaining agreement.

ARTICLE 15 - DISCIPLINARY PROCEDURE

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

15.2 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.

15.3 Disciplinary action shall include (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.

15.4 All disciplinary action, except discipline of probationary employees, may be appealed through the established grievance procedure through Step 3, Binding Arbitration, or through the Civil Service Commission, but not both.

15.5 When a maximum of two (2) years have elapsed without the employee receiving further discipline, the City shall remove memorandum of reprimand (i.e., verbal warning, written warnings) from the employee's personnel file upon request by the employee.

15.6 All written verbal warnings, suspensions and discharges will be stated in writing and transmitted to the employee, at the last known address, and the Union. In all such written discipline cases, the Union and the employee will be notified of the action by letter by certified mail, return receipt requested.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.1 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, except that any grievance or dispute which may arise regarding Civil Service Rules and Regulations that are not a concern of this Agreement shall be settled through the established Civil Service procedure. A "day" for the purposes of this Article shall mean work day, Monday through Friday, excluding holidays, for all employees.

Step 1. The employee or the Union Officer, with or without the employee, shall file the grievance or dispute in writing with the employee's supervisor or department head within ten (10) days of the date of the grievance or within ten (10) days from when the employee reasonably should have known of its occurrence. Such grievance must contain the following information:

1. A statement presenting, in a concise manner, a general description of the grievance.
2. A statement outlining the relief sought; and
3. Specific reference to the clause or clauses of the agreement, which the grievant feels have been violated.

The failure to strictly comply with the provisions of sub-paragraphs 1, 2, and 3 above shall not be the basis for claiming a grievance is not arbitrable. The department head or supervisor shall have five (5) working days to respond to the grievance. A disposition at this step will not be cited as precedent by either party.

Step 2. In the event the grievance is not resolved at Step 1, the union or the grievant shall present the written grievance to the Labor Relations Office within ten (10) days from the Step 1 response or if no response was given, then ten (10) days from the date the response was due. The Labor Relations Office shall have ten (10) days to respond to the grievance.

Step 3. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Office is due, by written notice to the other, request arbitration by the State Board. Said Board shall hear and act on such dispute in accordance with its rules and regulations.

The arbitrator(s) shall limit its decisions strictly to the application, meaning or interpretation of the provisions of this Agreement. The arbitrator(s) shall not add to, nor subtract from, the terms of this Agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issue submitted.

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

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

16.3 Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at either Step 1 or Step 2. Any suspension or termination grievance may be processed by the Union directly to Step 2, within ten (10) days of imposition of the discipline.

16.4 Nothing contained in this Article shall prevent any employee from processing his own grievance through the grievance procedure in accordance with Section 7-468(d) of the C.G.S

providing that the Union shall be promptly notified of such grievance as it is being processed. The Union shall have the sole and exclusive right to process the grievance to arbitration.

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

16.6 The City and the Union agree that every attempt shall be made to schedule arbitration hearings in discharge cases within 120 days of the filing date for arbitration.

16.7 The parties agree to the utilization of an expedited arbitration system for cases which both parties agree.

16.8 The parties further agree that forums other than the State Board of Mediation and Arbitration such as the American Arbitration Association (A.A.A.) or the Federal Mediation and Conciliation Service (F.M.C.S.) may be used to comply with the provisions of this Article.

16.9 In the event that a grievance is not answered within the prescribed time limits at each step, the grievance may be presented to the next step of the grievance procedure.

16.10 All grievances not resolved at Step 2 may be processed to mediation upon mutual agreement of the parties and only after the case has been requested for arbitration as set forth in Step 3. Mediation shall attempt to resolve those grievances filed for arbitration. Both sides will present their facts and arguments at the mediation session. The mediator will make a non-binding recommendation that will not be part of the record in the event the grievance proceeds to arbitration.

16.11 The City may select up to five (5) cases per contract year for arbitration before the American Arbitration Association. The City shall pay the costs of such arbitrations.

ARTICLE 17 - TRANSFERS AND ASSIGNMENTS

17.1 Transfer is defined as the change of an employee from one City department to another City department, within the same job classification and with the approval of the department heads and the Personnel Director.

An assignment is defined as the change of an employee from one work site to another work site within the same department, within the same job classification and with department head approval. Assignment shall also be construed to mean re-assignment.

17.2 Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

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

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

17.5 It is agreed to by the Union that the City may transfer and assign employees provided the employees to be transferred or assigned be given three (3) days notice that upon such notification the department head or immediate supervisor shall meet and explain the reasons for the transfer or assignment to the employee. The City of Bridgeport agrees that transfers and assignments shall not be for reasons other than sound business or operating reasons. The City further agrees that transfers and assignments shall not reduce the normal weekly work hours, excluding overtime, of the employees except as provided for in 18-2 and 18-3. The City also agrees that seniority as defined in Article 14 shall be a factor to be considered by the City when initiating a transfer or assignment, but seniority shall not be the sole determining factor. Transfer of the Service Assistants will not be subject to provisions of this Section 17.5.

ARTICLE 18 - SHIFT AND SCHEDULE PREFERENCE

Shift preference will be granted on the basis of seniority with the job title as openings occur. Such preferences shall be exercised first by employees within a division. If no employees within the division exercise such preferences, then employees within the department will be given preference by seniority.

ARTICLE 19 - TRAINING

19.1 The City shall establish on-the-job training programs from time to time to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training. If training is conducted outside normal working hours, no compensation will be paid to employees undergoing training.

19.2 In the selection of trainees, qualified applicants will be determined by the employee's expression of interest, aptitude and work record. From the qualified applicants, assignments to training will be in order of seniority.

ARTICLE 20 - SAFETY AND HEALTH

20.1 Both parties to this Agreement shall hold themselves responsible for mutual cooperative enforcement of OSHA safety rules and regulations.

20.2 A joint Safety and Health Committee will be established to study City and Board of Education facilities and equipment utilized by employees within the bargaining unit and to make reports and recommendations concerning remedial action as the situation may require. The Union is to appoint three (3) members of this Joint Committee. The City will appoint three (3) members. The mayor of the City will appoint a seventh (7th) to and act as Chairperson. Either party shall have the right to replace its members at its pleasure.

The Joint Committee shall conduct meetings at least once in each calendar month.

ARTICLE 21 - REST PERIODS

21.1 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible, but may not be annexed to the lunch break unless the supervisor approves on an instance by instance basis.

21.2 Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 22 - DRUG TESTING

All employees, excluding Special Officer, holding CDL licenses shall be subject to the existing City wide drug testing policy. All Board of Education Security Guards, Special Officers, C.A.D. Telecommunications Operators and Emergency Response Service Operators shall be subject to drug testing in accordance with the following procedures: Mandatory testing upon original assignment and random testing at any time after assignment for controlled substances defined in accordance with State of Connecticut Uniformed Controlled Substances Act, Section 21 a-240 et seq., of the Connecticut General Statutes, which testing shall be administered in accordance with state statutes and be performed by a reliable laboratory. All other employees may be subject to "reasonable suspicion" testing in accordance with the law.

ARTICLE 23 - SPECIAL OFFICERS, DEPUTY AND SENIOR DEPUTY HARBOR MASTERS

23.1 Uniforms damaged in the line of duty will be replaced by the City, (respective departments), at no cost to the employee, or deduction from the uniform allowance upon approval of the Department Head. Personal property used in the line of duty will be replaced by the City on the same basis. Approval shall not be unreasonably denied, except for normal wear and tear which shall be paid for out of the uniform allowance.

The City shall provide each Special Officer and Harbor Masters his/her own foul weather gear of good quality and condition. Such clothing shall consist of a reversible rain coat, one side of which shall be of a bright luminous color for traffic duty purposes, rubbers and a weather proof hat cover.

The City shall provide each Harbor Master his/her own Mustang Suit for foul weather.

23.2 In accordance with the C.G.S. concerning Municipal Police Training, Special Officers and Harbor Masters shall receive a minimum of forty (40) hours training every three (3) years paid for by the City.

23.3 The City shall provide Special Officers and Harbor Masters two-way communications equipment in their radio cars and hand units for the Special Officers on foot patrol

23.4 The City shall reimburse for the cost of tuition within sixty (60) days of submission of the Special Officer's and Harbor Master's cost to the clerk of his respective department, upon satisfactory completion at a grade "C" or better for courses at an accredited college or University in subjects which are designed to increase the Officer's proficiency and which shall be related to one or more of the following fields:

- Police Administration
- Police Science and Procedure
- Sociology
- Investigative Procedures

Any Special Officer receiving tuition reimbursement shall remain employed by the City for a period of one (1) year after completion of the course or the employee shall reimburse the City for the tuition reimbursement received within the one (1) year period prior to seperation from employment.

23.5 Special Officers and Harbor Masters are authorized with arrest powers in the enforcement of City ordinances. Said powers shall be consistent with statute or other applicable law.

23.6 Special Officers, after certification from the training program, will receive \$1.00 an hour increase.

ARTICLE 23A – SPECIAL OFFICERS

23A.1 Effective upon approval of the collective bargaining agreement by the Bridgeport City Council, Special Officer (both Board of Education and City) shall no longer take home assigned vehicles.

23.A.2 Upon signing of this contract all Park Special Officers vacancies shall not be filled and Park Special Officers will be eliminated through attrition.

23.A.3 The Police Chief Shall have the right to assign the Park Special Officers for jurisdiction and scope of duties.

ARTICLE 24 – COMPUTER AIDED DISPATCH (CAD)

24.1 The scheduled shifts of CAD shall be 8 a.m. to 4 p.m.; 4 p.m. to 12 a.m.; and 12 a.m. to 8 a.m. The scheduled overlap shifts of CAD shall be 11 a.m. to 7 p.m. and 7 p.m. to 3 a.m.. All Telecommunications/Dispatch Operators shall work thirty-six (36) hours per week. The night differential rate shall be \$1.10 per hour for hours worked between 4 p.m. and 8 a.m.. Every effort will be made to accommodate a half (1/2) hour lunch within these work schedules and requests will not be unreasonably denied.

24.2 New hires for the Telecommunication/Dispatch Operator position shall serve a one (1) year probationary period. Unsatisfactory completion of the employee's probationary period will result in termination of the employee. If termination of the probationary employee is sought after the first six (6) months of employment, the employee may be represented by NAGE, Local RI-200.

24.3 Except for an operational emergency, as declared by the supervisor (Police Sergeant and/or ranked above) a newly hired Telecommunication/Dispatch Operators shall be precluded from overtime assignments during their probation. Overtime will be offered to the Telecommunication/Dispatch Operators on an equitable basis. The NAGE members will have first preference of offered overtime. Seniority for new hires, hired on the same day, for the Telecommunication/Dispatch Operator position will be determined by lottery drawing.

24.4 Communications Training Officer, while working as such, shall be paid an additional seven and one half percent (7.5%) of their hourly wage which pay shall be included in the next pay period. Communications Training Officers shall be selected based on qualifications to be determined by the Chief of Police or his designee. Seniority will be considered, but shall not be the sole qualifying factor.

24.5 The City may change the shift hours for CAD and ERS to be same for both operation because of a combination of the dispatch functions at the City. The parties will continue to meet to negotiate the establishment of a new combined function for the two positions, new hours of work and a new salary structure for the combined positions. In the event that no agreement is reached within sixty (60) days the matter will be submitted to binding interest arbitration under MERA.

ARTICLE 25 – ATTENDANCE POLICY

The Attendance Policy applicable to employees under this Agreement is attached as Appendix B. The effective date of such policy will be May 31, 2002.

III. MONETARY PAYMENTS

ARTICLE 26 – WAGES

26.1 Effective July 1, 2014 there shall be a three percent (3%) increase across the board.

26.1a Effective January 1, 2016 there shall be a two and one-half percent (2.5%) increase across the board.

26.1b January 1, 2017 there shall be a two and one-half percent (2.5%) increase across the board.

26.1c Effective January 1, 2018 there shall be a two percent (2%) increase across the board.

26.2 For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his regular annual salary which he receives each week. An employee's regular hourly rate shall be that portion of his regular weekly earnings reduced to an hourly rate.

26.3 In determining an employee's rate of pay for any monetary benefit under this Agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits. However, any retroactive pay increases shall apply to all overtime compensation paid.

26.4 In no event shall any additional monies received as a result of any other provision of this Agreement be considered as a portion of an employee's regular annual, weekly or hourly rate. The single and sole criterion for making a determination of any employee's annual weekly or hourly rate shall be the salary being paid in accordance with the applicable wage schedule.

26.5 In the event a bargaining unit employee is promoted, his new salary shall be arrived at by following the principle of a promotional increase being equal to at least a step increase in the employee's range prior to promotion.

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

26.7 Employees required to work in a higher classification than their normal classification shall be paid the rate of the higher classification for that period of time.

26.8 Employees after one hundred and twenty (120) days in an Acting or Provisional status shall receive the Acting or Provisional pay rate for purposes of all leaves and vacations. Acting and Provisional employees shall also receive all pay step increases afforded the classification after one (1) year in that status which they are actors or provisionals.

26.9 Merit increases may be granted by the appointing authority should the employee have maintained a standard of attendance and job performance acceptable to the appointing authority. Should the appointing authority fail to recommend the merit increase, the reasons therefore shall be reduced to writing and provided to the employee. Should the employee feel that the reasons for the denial are not substantiated the Union may file a grievance concerning the matter. The grievance shall be decided by a panel comprised of one person chosen by the Union, one person chosen by the City and the third chosen by both of them. The panel shall be impaneled within ten (10) days of the denial. Should this time frame not be met the appeal will be heard as expeditiously as possible regardless.

26.10 There will be no retroactive payments made under this agreement. This includes, but is not limited to: Wages, insurance buyouts, uniform allowances, insurance co-pays, etc.

26.11 Effective July 1, 2012, all employees shall be enrolled in direct deposit.

26.12 All members of NAGE, Local RI-200 will have the agreed upon value of no more than three (3) days deducted from their retroactive wage payment. The Union members are responsible for the City of Bridgeport receiving the full value of the no more than three (3) work days. No Union member will have a negative retro-active effect. This amount will be calculated toward the pension.

ARTICLE 27 - CALL BACK PAY

When an employee is called in for work outside of his regularly scheduled working hours, he shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back results in hours worked are not annexed consecutively to one end or the other of the working day.

ARTICLE 28 - LONGEVITY

28.1 Each employee who was hired prior to July 1, 1992 and who has or will have five (5) or more years of continuous municipal service, shall receive in the first pay period subsequent to October 1st of each contract year, an annual payment equal to seventy-five dollars (\$75)

for each year of completed service. Such payment shall not exceed one thousand eight hundred dollars (\$1,800). Effective October 1, 2006 the cap on such payment shall increase to two thousand two hundred and fifty dollars (\$2,250). Employees hired after July 1, 1992 shall be eligible to receive longevity pay as provided above after ten (10) years of continuous municipal service.

28.2 Employees who leave service prior to October shall receive Longevity Pay pro-rata for the period qualified. In case of an employee's death, his/her spouse and/or children shall receive the Longevity payment effective upon this Award.

ARTICLE 29 - NIGHT BONUS

29.1 Employees shall be paid a night bonus of one dollar and ten cents (\$1.10) for each hour worked on the second and third shift.

29.2 The above bonus shall be added to the employee's rate for the purpose of computing pay for sick leave days, for paid holidays, for paid personal days, for vacation days under this Agreement.

29.3 Shifts shall be defined as follows: Second shift shall be 3:00 p.m. to 11:00 p.m., or 4:00 p.m. to 12:00 a.m., as the case may be; Third shift shall be 11:00 p.m. to 7:00 a.m., or 12:00 a.m. to 8:00 a.m., as the case may be.

29.4 Notwithstanding any other provisions of this Agreement, the City may with thirty (30) days advance notice change the shift schedule set forth in Section 16.3 by no more than two (2) hours either way.

IV. BENEFITS

ARTICLE 30 - WEARING APPAREL

30.1 The City shall provide to any City employee, required to wear protective clothing, his/her own protective clothing of good quality and condition. Such clothing shall consist of rain gear, boots, gloves and goggles, or any other protective clothing deemed necessary by the Occupational Safety and Health Administration (O.S.H.A).

30.2 Cafeteria Workers shall receive a uniform allowance of two hundred twenty-five (\$225) dollars for fiscal year 06/07 and two hundred fifty dollars (\$250) for fiscal year 07/08. Uniform Allowance shall be increased to two hundred and seventy-five dollars (\$275.00) for fiscal year 10/11.

30.3 Lab Technicians shall receive two hundred dollars (\$200) per year for the purchase of uniforms.

30.4a All full-time Special Police and Senior Deputy and Deputy Harbor Masters shall receive seven hundred and twenty-five dollars (\$725) per year for uniform allowance commencing in October 2006. Effective October 2007 such uniform allowance shall increase to eight hundred dollars (\$800).

30.4b All Telecommunications/Dispatch Operators shall receive two hundred dollars (\$200) per year for the purchase of uniforms.

30.4c October 1st of each year, Animal Control Officer shall receive five hundred dollars (\$500) for Uniform Allowance.

30.5 All uniform allowances shall be payable the first pay day of October of each contract year.

30.6 Effective July 1, 2004, the City shall purchase or rent uniforms for all full time custodians. The uniform allotment shall consist of three (3) shirts, four (4) pairs of pants, one (1) vest and one (1) jacket. The uniforms shall be replaced as necessary.

30.7 All full-time Parking Enforcement Officers shall receive a uniform allotment of three (3) summer uniforms and three (3) winter uniforms.

30.8 As soon as practical after signing of this Agreement, the City will provide a back brace for each cafeteria worker, who submits a written request to the Department supervisor.

30.9 Outreach personnel in the Health Department shall be provided by the City with two (2) lab coats.

30.10 Outerwear: The following employees shall receive a onetime \$400 allowance for outerwear upon implementation of the current contract and \$200 on each October 1st thereafter: Housing Code Inspectors; Sanitarians; Epidemiological Inspectors; Outreach Tuberculosis Workers'; Property Appraisers; Zoning Inspectors and Anti-Blight Inspectors.

30.11 Security Guards will be given four (4) pairs of uniform pants and four (4) uniform shirts, the type and design to be determined solely by the City of Bridgeport, every calendar year. The process by which the employees receive the pants and shirts will be determined solely by the City of Bridgeport.

ARTICLE 31 – INSURANCE

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

A) "Medical Benefits" in accordance with the City of Bridgeport/ Bridgeport Board of Education Medical Plan (including Section V – Schedule of Benefits, Revision 2/1/06), 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") Appendix C.

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 by mail 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 (\$25.00) dollars for all other drugs. Prescriptions shall be limited to a thirty (30) day supply at retail and ninety (90) days supply by mail. The co-payment by the employee at retail shall be five dollars (\$5.00) for generic drugs; twenty dollars (\$20.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager, and thirty-five dollars (\$35.00) for all other drugs. The employee may choose either retail or mail delivery (the "Prescription Drug Plan").

C) The twenty-five dollar (\$25.00) deductible CIGNA Dental Plan, or it's equivalent, excluding orthodontia (the "Dental Plan").

D) The VSP Vision Plan, or its equivalent, as outlined and attached hereto as Appendix D (the "Vision Plan").

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

31.3 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 contracts(s).

31.4 The parties shall continue to negotiate over Section 31.4. If there is no agreement within one hundred twenty (120) days of this Tentative Agreement, the matter will be submitted for binding interest arbitration under MERA.

31.5 A) (Parts of this Section are subject to binding arbitration) Benefits under the Medical Plan or, if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extend needed, and the Prescription Drug Plan for retirees, who retired on or after June 30, 2001, and their enrolled eligible dependents on the date of retirement, 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. No additional dependents may be enrolled under an employee's benefit package after retirement.

B) If any employee who retires on or after July 1, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage provided that such alternative 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 alternative 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.

31.6 Whenever an employee covered by this agreement is suspended, all Health Benefits under Section 31.1 and insurance under Section 31.2 shall be provided throughout the period of suspension. Such Health Benefits and insurance shall continue to be provided for terminated employees, who have filed a timely grievance of such termination under this Agreement, until a final decision on such grievance in arbitration or six (6) months from the date of termination, whichever is sooner.

31.7 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 31.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans Insurance as specified in Section 31.1 of this Article. If the cost for the alternative is greater than the amount the city would have paid or contributed had the employee not elected such plan, then the City agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

31.8 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 31.1 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 31.1 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 31.1 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 31.1 of the Article and substitution may be proposed for any one or more of the specified coverages.

31.9 The City shall provide a payment of lieu of health benefits, for employees that waive such coverage, in the amount of two thousand (\$2,000) dollars per year. This payment will be paid in two (2) equal installments.

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

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

1. Effective January 1, 2012 the Premium Cost Share (PCS) paid shall be 18% for all active employees and those who retire on or after 1/1/2012.

2. Effective July 1, 2012 the PCS contribution shall increase to 18% for active members and those who retire on or after July 1, 2012. Members of the Union on that date, or new members to the Union by virtue of an intra-City transfer, who were hired on or before July 1, 2012 and who were regular full time employees on said date shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance. This 25% PCS cap is guaranteed to remain

in effect for said members throughout their period of employment with the City and their entire period of retirement.

3. New members to the Union who were hired on or after November 15, 2011 shall pay a PCS contribution for their health care insurance according to the following schedule:

July 1, 2012	25%
July 1, 2013	26%
July 1, 2014	27%
PCS shall increase by 1% per year on July 1st of each year, until a cap of 50% is reached.	

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

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

Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.

Section 31.12

A) The City will implement and shall maintain a 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.

31.13 Early Retirement Incentive - Employees must give irrevocable notice by December 15, 2011 and retire on or before December 31, 2011 to continue to pay premium cost share at the rate of 12%. If an employee chooses to retire with this Early Retirement Incentive they will not receive any raises or retro payments under this new Collective Bargaining agreement.

31.14 Any employee hired after May 1, 2015 will not be eligible to receive post-employment medical benefits regardless of the service time the employee has with the City

31.15 Affordable Care Act Re-Opener – Anytime during the 2016 calendar year, the parties agree, that with a two week notice by either party, to reopen the contract to bargain major mandates for the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the benefit for which it is seeking to reopen the agreement and the date on which the City learned of the issue.

ARTICLE 32 - PENSION PLAN

All employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement Fund B ("CMERF"). The employee contribution to CMERF shall be on a pre-tax basis subject to meeting CMERF requirements and all other City unions in CMERF agreeing to the pre-tax basis.

ARTICLE 33 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

33.1 The City of Bridgeport recognizes that a wide range of problems not directly associated with one's job function can have an undesirable effect on an employee's job performance.

33.2 The City of Bridgeport also recognizes that almost any human problem can be successfully treated provided it is identified in its early

stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems.

33.3 Therefore, the City of Bridgeport believes it is in the interest of the employee, the employee's family and the City to provide an employee service which deals with such persistent problems.

33.4 The Employee Assistance Program may establish, and therefore eliminate, and provide its services to all City employees and their immediate family members at no cost to employee or family.

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

33.6 Employees are assured that their job, future and reputation will not be jeopardized by utilizing this employee service. Strict record confidentiality will be observed at all times. No one other than the EAP counselor and the employee shall have access to the employee's file and/or progress reports, except in cases where this is waived by agreement.

33.7 Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established Bargaining Agreement procedures. There is no conflict or contradiction with the prevailing unit procedures.

33.8 To insure consistency and cooperation, the appropriate union steward will, if the employee consents, become involved when necessary. It should be understood from the outset that this service is a cooperative effort supported by the administration and unions representing City employees.

V. HOLIDAYS AND LEAVES

ARTICLE 34 – HOLIDAYS

34.1 All employees of the City of Bridgeport shall be paid and have the following days off as holidays: New Year's Day, Martin Luther King

Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the Mayor of the City.

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

34.3 Employees who actually work on a holiday shall be compensated for such work at two (2) times their hourly rates plus holiday pay for such work actually performed on the holiday. Employees who are scheduled off on a holiday shall receive straight time for such holiday off.

34.4 To be eligible for holiday payment, the employee must have worked the full workday before the holiday and the full workday after the holiday, unless excused for reasons acceptable to the City, for example bereavement leave, personal illness, or illness on a holiday, provided the absence is accompanied by a medical certificate, acceptable to the Director of Labor Relations or his/her designee.

34.5 Employees who work a seven (7) day, twenty-four (24) hour operation will be paid for holidays on the actual day of the holiday.

ARTICLE 35 – VACATIONS

35.1 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, including pro-rated vacations for all part-time employees covered by this Agreement.

35.2 Subject to the provisions of Article 14, Section 14.3, employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the Contract Year such service is rendered. In each Contract year, any employee with one (1) or more years of such service shall receive two (2) weeks vacation with pay. In each Contract Year, any employee with five (5) or more years of continuous 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 shall receive four (4) weeks of vacation pay. In each Contract Year, any employee with twenty (20) or more years of continuous Municipal Service shall receive five (5) weeks of vacation with pay.

35.3a. Employees with one week vacation are not eligible for either the option of carryover or payout as set forth below.

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

c. Employees with three (3) weeks or more vacation in addition to the carryover option set forth in (b) above, may elect to work one vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. Any 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 (1) week actual vacation.

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 payout shall be paid to the employee at the end of the vacation year in which the election is made.

35.4 All ERS operators eligible for one or more weeks of vacation must take one vacation week as a unit. A unit shall consist for four (4) days.

35.5 If a holiday falls during an employee's vacation, such employee will not be charged a vacation day on the day of the holiday.

ARTICLE 36 - SICK LEAVE

36.1 For employees hired on or before June 30, 1992, sick leave shall be earned by each employee of the bargaining unit, at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months.

36.2 All unused sick leave of any employee during continuous employment shall be accumulated without limitations. 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.

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

36.4a) Upon Retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated. The above stated credit shall be paid on a lump sum basis of eight-five per cent (85%). **b)** Upon the death of the employee, the amount of sick leave credited to the employee shall be payable to his/her spouse, and/or children, or estate.

36.5 For employees hired after June 30, 1992, sick leave shall be earned at the rate of ten (10) days per year. Upon retirement, these employees shall receive a lump sum payout of fifty percent (50%) of accumulation, with a maximum accumulation of two hundred days(200).

36.6 Administration

a. The City shall be responsible for the administration of these provisions.

b. The City shall maintain a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to him/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/her 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 37 - PERSONAL LEAVE

Up to three (3) days personal leave with pay shall be granted to any employee on request for personal business in any contract year provided twenty-four (24) hours notice is given, except in an emergency. 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 38 - BEREAVEMENT LEAVE

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

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

ARTICLE 39 - LEAVE OF ABSENCE

39.1 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 not to exceed one year, except that a six (6) month hardship extension may be granted with the approval of the Director of Labor Relations. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be approved in writing 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 on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

39.2 The City is not required to fill any vacancy created by such leave but any employee acting or appointed as a provisional to fill a bargaining unit position so created shall be required to pay union dues during the period they fill such vacancy.

ARTICLE 40 - PREGNANCY LEAVE

40.1 Any member of the bargaining unit 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 medical disability, the limitations which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.

40.2 Any bargaining unit members 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 related medical disability.

40.3 Any bargaining unit members 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.

40.4 Any bargaining unit 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.

40.5 Pregnancy leave shall, upon written request to the Department Head, be granted in six month intervals up to a maximum of two years. A written request is required for each six month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 36.

40.6 During each six month pregnancy 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 41 - WORKER'S COMPENSATION

41.1 In the event that an employee is required to be absent from work due to a job-related accident, and as a result thereof, has been determined to be entitled to compensatory Worker's Compensation payments pursuant to the State Statute, such employees shall be paid the difference between eighty percent (80%) of that employee's regular straight-time earnings and the amount of the weekly Worker's Compensation pay for each of the third (3rd) to the 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.

41.2 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 36, Sick Leave, of this Agreement.

41.3 Subject to the limitations provided in Section 39.1 of Article 39, and Article 40, workers compensation leave shall be granted until such time as the employee reaches maximum medical improvement.

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

41.5 The existing side agreement concerning modified duty shall remain in effect.

ARTICLE 42 - JURY DUTY

42.1 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 City reimbursement provided herein for jury duty more often than once in a fiscal year.

ARTICLE 43 - LEAVE LIMITATION

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

VI. MISCELLANEOUS

ARTICLE 44- NON-DISCRIMINATION

44.1 There shall be no discrimination against an employee because of the employee's race, color, sex, age, religion, national origin, marital status, disability, sexual orientation, political or Union affiliations.

44.2 Disputes involving alleged discrimination shall not be arbitrable if the jurisdiction of the Connecticut Human Rights and Opportunities Commission or any federal or state court or agency has been invoked with respect to a claim of discrimination.

ARTICLE 45 - RESIDENCY

45.1 Employees must inform the appropriate personnel office (i.e. Civil Service Commission, Board of Education or Grants Personnel Office) and the department of all changes of resident address within forty-eight (48) hours of such change.

45.2 Any employee residing outside the City of Bridgeport shall not be discriminated against regarding promotions and other conditions

of employment because the employee is not a resident of the City of Bridgeport.

ARTICLE 46 - PUBLIC CONTACT

46.1 To foster sound relations between members of the union and the public, it is agreed that the City shall provide name tags to employees who have regular contact with the public and the Union

agrees that all employees who have regular contact with the public will endeavor to put a good faith best effort in regularly wearing the name tags in a visible place.

46.2 Further, it is agreed that employees whose duties include answering telephone calls from the public will endeavor to put a good faith best effort in answering the telephone by giving their first name after the greeting.

The parties shall agree in writing which employees are excluded from this provision.

ARTICLE 47 - SAVINGS CLAUSE

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this agreement shall not be 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 48 - TERMINATION

48.1 The agreed upon items in this Agreement shall be effective as of the date of signing this Agreement following ratification/approval by respective parties and shall remain in full force and effect until the thirtieth (30th) day of June, 2018. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the expiration date.

48.2 There will be a benefit reopener effective July 1, 2008, for the purpose of negotiating benefits, including employee contributions. This reopener shall be subject to binding interest arbitration under MERA.

ARTICLE 49 - GENERAL PROVISIONS

49.1 Whenever a new employee is hired, the City shall within ten (10) days of hire, provide the employee's name, department, job title, date of hire, whether or not he/she is a grant employee, and address to the Union. In addition, the City shall provide a complete seniority list of all employees of the Bargaining Unit to the Union Treasurer every six (6) months.

49.2 Whenever a new grant employee is being hired, upon request from the union, the City must furnish the following information to the Union:

- a)** The number of employees to be hired under the grant;
 - b)** Type and source of funding, and
 - c)** Any special terms or conditions of employment.
- The Union shall have access to the Grant documents upon request.

49.3 Volunteers may be utilized at the Library to supplement and assist, but shall not perform bargaining unit work.

49.4 Any employee required to use their own vehicle in the performance of their job duties shall receive a mileage reimbursement at the IRS mileage rate subject to documentation in accordance with City Police.

49.5 Assistant Animal Control Officers – The City shall provide and pay for advanced rabies immunization shots for all active Assistant Animal Control Officers and upon hiring for all new Assistant Animal Control Officers. Such shots are to be distinguished from the normal rabies treatment that would occur when a possible exposure arises.

IN WITNESS WHEREOF, the parties have caused their names to

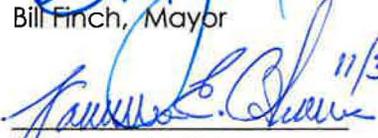
be signed this 30 day of Nov 2015.

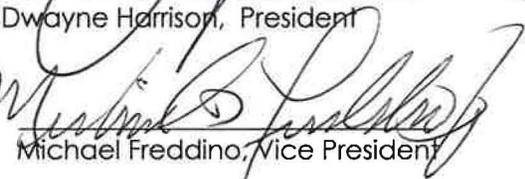
MEMORANDUM OF UNDERSTANDING

Restructured Wage Schedule

FOR THE CITY

FOR THE UNION


Bill Finch, Mayor

Lawrence E. Osborne
Director of Labor Relations


Dwayne Harrison, President

Michael Freddino, Vice President

Special Officers base salary will be increased by three thousand (\$3,000) dollars.

Buyers base salary will be increased by three thousand (\$3,000) dollars.

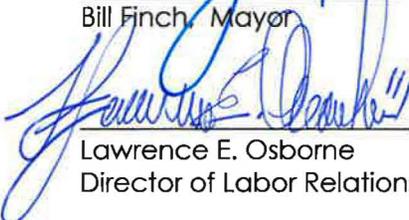
Telecommunication Officers (TCO's) Wage Scale will be restructured to the following:

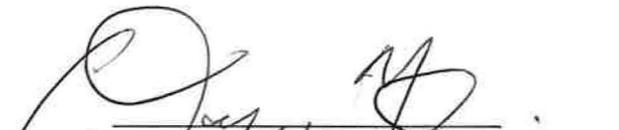
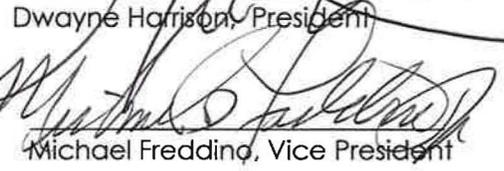
- 1. 17.00
- 2. 19.00
- 3. 21.00
- 4. 22.00
- 5. 24.00

Increases are effective upon implementation. This will be a onetime increase to the base wage and will be part of the base for calculating the CBA wage increases.

FOR THE CITY

FOR THE UNION


Bill Finch, Mayor

Lawrence E. Osborne
Director of Labor Relations


Dwayne Harrison, President

Michael Freddino, Vice President

APPENDIX A

ALL CITY EMPLOYEES SUBJECT TO CITY HALL HOURS

The City of Bridgeport and NAGE, Local RI-200 hereby agree as follows:

1. City Hall hours will be from 9:00 a.m. to 5:00 p.m. except as provided below and will include, inter alia, the following:

a. One-hour lunch period.

Employees subject to City Hall hours will conclude their work day at 5:00 in the afternoon, except that, by arrangements in each department on an equitable and rotating basis, some employees shall be required to work earlier or later, but no more than two (2) hours either way, at the direction of each department head, where reasonable and necessary, for the convenience of the public. When so required to work, the employee affected will be given a later starting time, earlier quitting time or other mutually acceptable adjustment within a particular month, in order to provide uniformity of hours worked.

b. Departments, including the Board of Education, which now start the work day prior to 9:00 a.m., shall continue such starting times, but the hours of work of such employee affected thereby, shall be correspondingly reduced at the end of the work day so that such employees will not be required to work more than 35 hours per week. Existing practices not inconsistent with the terms of this stipulation shall continued.

APPENDIX B
CITY OF BRIDGEPORT
ATTENDANCE POLICY

PURPOSE

This policy establishes attendance guidelines and procedures, and describes the responsibility of the employee and supervisor in maintaining an effective attendance program.

SCOPE

This policy applies to all City of Bridgeport employees who are members of the NAGE, Local RI-200 bargaining unit.

POLICY

The City of Bridgeport municipal departments provide a wide range of services to residents, business owners and others. In order to provide quality and timely services, each department must be fully staffed each day. Absenteeism detracts from the City's ability to meet quality service standards and causes a difficult burden for those employees who must assume the duties of absent employees.

Sick time benefits are provided as income protection when illness prevents the employee from reporting to work. It should not be considered as authorized "time off" and attempts to "use up" sick time are strongly discouraged. Our bargaining agreements generally allow for sick leave accumulation and include sick leave "pay-out" provisions. The City's commitment to continued sick leave benefits for income protection purposes is not inconsistent with our commitment to an effective attendance policy.

Excessive employee absenteeism is unacceptable and will be addressed by supervisors and the Office of Labor Relations in accordance with the standards described below.

Employee Responsibilities

Each employee is expected to:

- Employees are expected to maintain a good attendance record.
- Each employee is expected to give advance notification of absences due to illness, and provide the reason for the absence. The employee must give notification by phone, personally and directly, to the supervisor. If an extreme situation arises and the employee is unable to call prior to the scheduled work time, notification must be given to the Supervisor within half-hour after the scheduled start time. If the employee fails to do so, the employee's absence is considered unauthorized. After three consecutive days without notice, the employee will be considered to have resigned from employment, unless otherwise provided for under the employee's collective bargaining agreement.

Supervisor Responsibilities

Each Supervisor is responsible for monitoring and enforcing this policy . While it is the employee's responsibility to correct the attendance problems and prevent absenteeism, the supervisor should emphasize the following:

- Communicate the City's policy of requiring good attendance to all unit employees.

- Each Department Head or his/her designee shall be responsible for forwarding a monthly report to the CAO and the Director of Labor Relations indicating each employee whose attendance merits disciplinary action under this policy and each disciplinary action taken for such employee.
- Employees should personally call their supervisor directly if illness will prevent them from reporting to work. The supervisor must advise the employee that they are to maintain contact for any period of absence beyond one day, unless the employee has provided a doctor's certification covering a specified period.
- Determine when the employee expects to return to work.
- Insure that all absences are accurately and properly recorded on weekly time sheets and on the unit attendance log.
- It is the supervisor's responsibility to consistently enforce this policy by monitoring the employee's attendance records on a monthly basis.
- The attendance records of each employee should be considered individually with reference made to the following types of attendance problems:
 - **Frequency of Absence:** Frequent short-term absences often indicate basic poor attendance habits.
 - **Pattern of Absence:** Unscheduled absences that reflect a pattern of Monday or Friday absences, or absences on the day before or after a holiday or long week-end, or other pattern related to operational conditions (e.g. weather, workload, etc.)
 - **Cause of Absence:** The nature of frequent absences are unrelated and may reflect a poor attendance record.
- Employees should be advised that the City provides a comprehensive benefits plan that should enable the employee to seek treatment for medical problems. The Employee Assistance Program (EAP) may also be used as a potential resource for any underlying issues causing an attendance problem.
- Long-term employees with established records of good attendance may be considered differently than a new employee with a poor record during the initial months of employment. It must be recognized, however, that each absence adversely affects the City 's ability to provide quality municipal services. The primary responsibility for maintaining a satisfactory attendance record rests with the employee.
- If a supervisor detects an abuse of sick time by an employee, disciplinary actions should be taken as described below. **NOTE: The supervisor should counsel the employee and encourage the employee to avail themselves of the Employee Assistance Program (EAP), prior to issuing an oral or written warning. In addition, prior to taking any action beyond counseling or an oral or written warning, the supervisor must consult with the Office of Labor Relations.**
- Supervisors are reminded that the use of vacation and personal days must be consistent with the operational needs of the department but must not be so restricted. So as the unreasonably deny their use. Sound business judgment is expected to be used in dealing with employee's use of vacation and personal days.

When a matter of interpretation arises, the supervisor shall contact the Director of Labor Relations, or his/her designee, so as to assure the proper application of these standards.

ATTENDANCE STANDARDS & PROCEDURES

Definitions:

Absence

An "absence" is defined as any unscheduled absence from work during scheduled working hours (including failing to report for scheduled or unscheduled overtime) or failure to remain at work as scheduled. The use of the term scheduled is significant to this definition because it automatically excludes vacation, personal leave or other forms of approved and scheduled time off. An unscheduled consecutive absence in excess of one day, shall be considered as only one absence against the employee, regardless of its length. (example: An employee is absent for four consecutive days with the flu. This is treated as one absence for

purposes of this policy) An absence excludes any work related injury, or a reoccurrence of such an injury, approved by the City's Worker's Compensation Administrator.

Chronic Illness

An illness requiring periodic visits or treatment by a physician that continues over an extended period of time and which causes an episodic rather than a continuous period of incapacity.

Disciplinary Procedures

In order to translate attendance standards into an effective working personnel policy, the City has adopted the following standards and procedures. It must be noted that four (4) or more absences in the initial probationary period of employment should be considered as failure to satisfy the probationary period of employment.

- **Corrective counseling** is warranted when an employee has:

Six (6) absences within any twelve (12) month period**

The supervisor should counsel the employee prior to issuing an oral warning. The supervisor shall discuss with the employee contributing problems and possible corrective measures. An EAP referral should be made, if appropriate. The supervisor should also advise the employee that an additional absence could result in an oral warning.

- **Oral warning** is warranted when an employee has:

Seven (7) absences within any twelve (12) month period**

The oral warning must be documented by a written memorandum to the employee from the supervisor. In determining whether to issue an oral warning, the supervisor may consider the number of absences, any pattern of absences, the employee's past record and any other extenuating circumstances. Regardless of the circumstances, however, the supervisor must issue an oral warning when the number of absences exceeds these guidelines by one (1) for this category, and continue with discipline in accordance with this policy for all future absences.

The supervisor should advise the employee that an additional absence could result in a written warning.

- **Written warning** is warranted when an employee has:

Eight (8) absences within any twelve (12) month period**

The supervisor may wish to consult with the Office of Labor Relations, prior to issuing the written warning. In determining whether to issue a written warning, the supervisor may consider the number of absences, any pattern of absences, the employee's past records and any other extenuating circumstances. Regardless of the circumstances, however, the supervisor must issue a written warning when the number of absences exceeds these guidelines by one (1) for this category, and continue with discipline in accordance with this policy for all future absences.

The supervisor should advise the employee that an additional absence will result in a five day suspension without pay.

** This is a continuously rolling twelve month period.

- **A five (5) day suspension without pay** is warranted when an employee has reached:

Nine (9) absences within any twelve (12) month period**

The supervisor must consult with the Office of Labor Relations, prior to issuing a five (5) day suspension without pay. The supervisor must advise the employee that termination will be warranted following one (1) additional absence, regardless of the circumstances.

- **Termination** is warranted when an employee has reached:

Ten (10) absences within any 12 month period**

The supervisor must consult with the Office of Labor Relations prior to terminating the employee.

Physician's Documentation

Unless otherwise provided under an applicable collective bargaining agreement, any employee who incurs more than three (3) absences in a six (6) month period**, or who incurs more than five (5) absences in a twelve (12) month period**, will be required to obtain a physician's statement, acceptable to the Director of Labor Relations, upon the employee's return to work. Failure to provide this statement shall result in no pay for the absence, and other corrective action, if appropriate. Evidence of admission to a hospital may be provided in lieu of a physician's statement. The physician's statement should document the reason for the absence.

A doctor's statement(s) and any other medical records for an employee shall be maintained in the employee's medical file. The information in this file shall be maintained as confidential unless disclosure is necessary for the health and/or safety of other personnel (such as issues of dangerous contagious disease) or for purposes of disciplinary or any other action taken pursuant to this policy.

If an employee attempts to return to work after being absent for a "health related" reason and can document with a physician's statement, acceptable to the Director of Labor Relations, that a second absence (within 2 days of a previous absence) is the result of a single medical condition, the second absence will be considered as a single absence.

Chronic Illness

An absence attributable to a chronic illness will be a factor considered when imposing discipline pursuant to this policy, if the employee suffering from such an illness can provide documentation from a treating physician reflecting that the absence was a direct result of said illness. The physician's documentation must reflect that the illness is chronic (as defined above) and severe enough to prevent the employee from performing his/her duties. However, the absence may be counted against the employee if the employee's attendance record reflects a "pattern of absences" as described in this policy. **Prior to imposing discipline pursuant to this policy for absences that may be caused by a chronic illness, the supervisor must consult with the Office of Labor Relations.**

Annual Physical Examination

An employee's use of sick time (1/2 sick day) to attend an annual physical examination will not be considered against the employee for purposes of imposing discipline pursuant to this policy. The employee's supervisor must be given prior notice of not less than two (2) business days of such examination and adequate documentation if requested. However, employee should use their accumulated

** This is a continuously rolling six and twelve month period.

personal or vacation days to attend any other medical and/or dental appointments during regularly scheduled work hours.

Absence to Care for Sick Child

The City understands that it may be necessary for employees to be absent from work to care for a sick child. Therefore, an employee's use of a sick day to care for a sick child may not be considered against the employee for purposes of imposing discipline, if the employee can demonstrate that they are the child's primary care giver, the use of a sick day was necessary to care for the ill child, and the child's illness is documented by a physician's statement. However, the sick day may be considered against the employee if the employee's attendance record reflects a "pattern of absences" as described in this policy, or if the number sick days used to care for a sick child exceeds three in any rolling twelve month period.

Family and Medical Leave/Maternity Leave

Any sick time taken by an employee on an approved family and medical leave, or an approved maternity leave, shall not be considered when imposing discipline pursuant to this policy.

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits employers from discriminating against "qualified" individuals with disabilities. The City is committed to ensuring non-discrimination in all terms and conditions of employment. Prior to imposing any discipline, beyond an oral or written warning, supervisors must consult with the Office of Labor Relations or the ADA Coordinator to ensure compliance with this Act. Employee may contact the City's ADA Coordinator with any questions concerning the ADA.

Good Attendance

An employee with "good attendance" is one with fewer than four (4) absences within a twelve (12) month period. An employee's attendance record shall be considered when evaluating an employee's job performance, and in determining eligibility for promotions.

Employee Records

Documentation of any action, taken pursuant to the policy and procedures established herein, shall be returned to the employee's file, unless and until, removal is required under any applicable collective bargaining agreement.

The rolling base period for calculation of the number of absences shall be one year prior to the effective date of this policy. However, any employee with incidents of absences in excess of five on the effective date will revert to five absences for purposes of application of this policy after such effective date.

Supervisor should consult with and obtain the approval of the Labor Relations Director before determining that any absences, prior to the effective date, meet any of the exceptions in this policy.

Any questions concerning this Policy shall be directed to the Office of Labor Relations.

APPENDIX C

SUMMARY OF BENEFITS Cigna Health and Life Insurance Co.

**Bridgeport City and Board of Education
BS10 - \$15/ \$20/ \$75/ \$200/ 80 - 20 Copay Plan
OAP Copay – July 1, 2012**



Annual deductibles and maximums	In-network	Out-of-network
Lifetime maximum	Unlimited per individual	
Coinsurance	You pay 0% Plan pays 100%	You pay 20% Plan pays 80%
Maximum Reimbursable Charge <ul style="list-style-type: none"> Determined based on the lesser of: <ul style="list-style-type: none"> the health care professional's normal charge for a similar service; or 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. 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"> the health care professional's normal charge for a similar service or supply; or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. Out-of-network services are subject to a calendar year deductible and maximum reimbursable charge limitations. 	N/A	200%
Calendar year deductible	Individual None Family None	Individual None Family None
Calendar year out-of-pocket maximum	Individual None Family None	Individual \$1,000 Family \$2,000
Benefits	In-network	Out-of-network
Physician services		
Office visit	Primary care physician You pay \$15 per visit Specialist You pay \$20 per visit	You pay 20% Plan pays 80%



Annual deductibles and maximums	In-network	Out-of-network
OBGYN visit	You pay \$15 per visit	You pay 20% Plan pays 80%
Physician services (hospital) <ul style="list-style-type: none"> In hospital visits and consultations Inpatient Outpatient 	Inpatient services No Charge Outpatient services No Charge	You pay 20% Plan pays 80%
Surgery (in a physician's office)	Primary care physician You pay \$15 per visit Specialist You pay \$20 per visit	You pay 20% Plan pays 80%
Allergy Services	Primary care physician You pay \$15 per visit Specialist You pay \$20 per visit	You pay 20% Plan pays 80%
Preventive care		
Children (through age 2) <ul style="list-style-type: none"> Immunizations are covered at no charge. 	No charge	You pay 20% Plan pays 80%
Adults and children (age 3 and older) <ul style="list-style-type: none"> Immunizations are covered at no charge. 	No charge	You pay 20% Plan pays 80%
Mammogram, PSA, Pap Smear <ul style="list-style-type: none"> Associated wellness exam subject to the office visit copay. 	No Charge	You pay 20% Plan pays 80%
Hearing Exams to age 18	Primary care physician You pay \$15 per visit Specialist You pay \$20 per visit	You pay 20% Plan pays 80%
Routine Eye Exam Limited to one per calendar year Excludes refractions	You pay \$20 per visit	You pay 20% Plan pays 80%
Inpatient hospital facility services		
Semi-private room and board and other non-physician services <ul style="list-style-type: none"> Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc. 	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
Inpatient Professional Services <ul style="list-style-type: none"> For services performed by surgeons, radiologists, pathologists and anesthesiologists 	No Charge	You pay 20% Plan pays 80%



Annual deductibles and maximums	In-network	Out-of-network
Outpatient services		
Outpatient surgery (facility charges)	You pay \$15 per visit	You pay 20% Plan pays 80%
Outpatient Professional Services <ul style="list-style-type: none"> For services performed by surgeons, radiologists, pathologists and anesthesiologists 	No Charge	You pay 20% Plan pays 80%
Physical, occupational, and chiropractic therapy <ul style="list-style-type: none"> 30 days per calendar year for all therapies combined Includes physical therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy Includes chiropractic therapy (Includes chiropractors) 	Primary care physician You pay \$15 per visit Specialist You pay \$20 per visit	You pay 20% Plan pays 80%
Speech Therapy <ul style="list-style-type: none"> 60 days per calendar year 	Primary care physician You pay \$15 per visit Specialist You pay \$20 per visit	You pay 20% Plan pays 80%
Cardiac Rehabilitation <ul style="list-style-type: none"> Unlimited days per calendar year 	Primary care physician You pay \$15 per visit Specialist You pay \$20 per visit	You pay 20% Plan pays 80%
Lab and X-ray		
Lab and X-ray <ul style="list-style-type: none"> Physician's office Outpatient hospital facility Emergency room Independent x-ray and/or lab facility Independent x-ray and/or lab facility as part of an ER visit 	No Charge	You pay 20% Plan pays 80%
Advanced radiological imaging <ul style="list-style-type: none"> MRI, MRA, CT Scan, PET Scan, etc. Inpatient hospital facility, outpatient hospital facility, emergency room, urgent care facility or physician's office 	No Charge	You pay 20% Plan pays 80%
Emergency and urgent care services		
Hospital emergency room <ul style="list-style-type: none"> Includes radiology, pathology and physician charges Emergency room copay waived if admitted 	You pay a \$75 copay then no charge	You pay a \$75 copay then no charge
Ambulance	No Charge	

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



Annual deductibles and maximums	In-network	Out-of-network
Urgent care services <ul style="list-style-type: none"> Urgent care copay waived if admitted 	\$15 copay per visit	\$15 copay per visit
Other health care facilities		
Skilled nursing facility, rehabilitation hospital and other facilities <ul style="list-style-type: none"> Combined 60 days per calendar year 	No Charge	You pay 20% Plan pays 80%
Home health care <ul style="list-style-type: none"> Unlimited days per calendar year 	No Charge	You pay 20% Plan pays 80%
Hospice <p>Inpatient services</p> <p>Outpatient services</p>	No Charge	You pay 20% Plan pays 80%
Other health care services		
Durable medical equipment <ul style="list-style-type: none"> Unlimited calendar year maximum 	No Charge	You pay 20% Plan pays 80%
External prosthetic appliances (EPA) <ul style="list-style-type: none"> Unlimited calendar year maximum Includes foot orthotics Includes Wigs 	No Charge	You pay 20% Plan pays 80%
Hearing Aid for children to age 12 <ul style="list-style-type: none"> \$1,000 calendar year maximum 	No Charge	You pay 20% Plan pays 80%
Acupuncture	You pay \$20 per visit	Not covered
Naturopathy Services	You pay \$15 per visit	You pay \$15 deductible per visit, then plan pays 100%
TMJ, surgical and non-surgical <ul style="list-style-type: none"> Office visits Inpatient hospital facility Outpatient facility Physician services 	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
Oral Surgery <ul style="list-style-type: none"> Limited to removal of bony impacted teeth including wisdom teeth Physician's Office Inpatient Facility Outpatient Surgical Facility Physician's Services 	Cost and reimbursement vary based on the facility in which it is performed	You pay 20% Plan pays 80%



Annual deductibles and maximums	In-network	Out-of-network
Infertility <ul style="list-style-type: none"> Office visit for testing, treatment and artificial insemination Inpatient hospital facility Outpatient hospital facility Physician services Surgical treatment limited to procedures to correct infertility Excludes IVF, GIFT and ZIFT 	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
Family planning <ul style="list-style-type: none"> Office visits Inpatient hospital facility Outpatient facility Physician services Surgical services such as tubal ligation or vasectomy are covered (excluding reversals). Includes contraceptive devices 	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
Oxygen	No Charge	No Charge
Mental health and substance abuse services		
Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration: <ul style="list-style-type: none"> Substance Abuse includes Alcohol and Drug Abuse services. Transition of Care benefits are provided for a 90-day time period. 		
Inpatient mental health services <ul style="list-style-type: none"> Unlimited days per calendar year Out of network mental health services are paid at 100% after you reach your out-of-pocket maximum. 	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%
Outpatient mental health physician's office services <ul style="list-style-type: none"> Unlimited days per calendar year Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. 	You pay \$15 per visit	You pay 20% Plan pays 80%
Outpatient mental health outpatient facility services <ul style="list-style-type: none"> Unlimited days per calendar year Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. This includes group therapy mental health and intensive outpatient mental health 	You pay \$15 per visit	You pay 20% Plan pays 80%
Inpatient substance abuse services <ul style="list-style-type: none"> Unlimited days per calendar year Out of network substance abuse services are paid at 100% after you reach your out-of-pocket maximum. 	\$200 copay per admission	\$200 deductible, then you pay 20%, Plan pays 80%



Annual deductibles and maximums	In-network	Out-of-network
<p>Outpatient substance abuse - physician's office services</p> <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. 	<p>You pay \$15 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<p>Outpatient substance abuse outpatient facility services</p> <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. • This includes intensive outpatient substance abuse 	<p>You pay \$15 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<p>Prescription drugs</p>		
<p>Pharmacy coverage</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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Additional Information

Additional benefit information	In-network	Out-of-network
<p>Pre-admission certification – continued stay review (PHS)</p> <ul style="list-style-type: none"> Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified. Benefits are denied for any additional days not certified by CIGNA Healthcare. 	Coordinated by provider/PCP	<p>Employee is responsible for contacting CIGNA Healthcare.</p> <p>A \$100 penalty is applied to hospital inpatient charges for failure to contact CIGNA Healthcare to pre-certify admission</p>
<p>Case management</p>	<p>Coordinated by CIGNA HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.</p>	
<p>MH/SA Service Specific Administration</p>	<p>Partial Hospitalization, Residential Treatment and Intensive Outpatient Programs:</p> <ul style="list-style-type: none"> <i>Partial Hospitalization:</i> The coinsurance level for partial hospitalization services is the same as the coinsurance level for inpatient MH/SA services. <i>Standard for Residential Treatment:</i> Subject to the plan's inpatient MH/SA benefit. Coverage only if approved through CIGNA Behavioral Health Case Management. <i>Intensive Outpatient Program (IOP):</i> Benefit is the same as outpatient visits. Coverage only if approved through CIGNA Behavioral Health Case Management. 	
<p>Annual reinstatement</p>	Not included	
<p>Multiple surgical reduction</p> <ul style="list-style-type: none"> Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery. 	Included	Included
<p>Bereavement counseling - inpatient services</p>	Paid the same as inpatient hospice facility	Paid the same as inpatient hospice facility
<p>Bereavement counseling – outpatient services</p>	Paid the same as outpatient hospice facility	Paid the same as outpatient hospice facility
<p>Maternity care services</p> <ul style="list-style-type: none"> Federal maternity - employee, all dependants 	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
<p>Abortion</p> <ul style="list-style-type: none"> Provides elective and non-elective coverage 	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



Additional benefit information	In-network	Out-of-network
Organ transplant <ul style="list-style-type: none"> Travel maximum \$10,000 per transplant (only available in-network) 	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 with no transplant maximums
Dental care <ul style="list-style-type: none"> Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound natural teeth 	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
Routine foot disorders	Not covered	Not covered
Included Health and Wellness Programs		
Chronic Condition Support (CCS) – Your Health First 200 <ul style="list-style-type: none"> Holistic health support for those with a chronic health condition. 	Included	
Health Advisor <ul style="list-style-type: none"> Health Advisor Health Advisor Personal Health Team (PHT) Health Advisor Core/CIGNA Choice Fund Health Advisor Behavioral Coaching CIGNA Well Informed 	Not Included	
IPHT (Integrated Personal Health Team) <ul style="list-style-type: none"> A co-located team of health advocates providing total health management for the entire population through one phone number – from healthy to acute. Telephone coaching, online self-service tools, and print materials support this fully integrated approach to improving and maintaining health. 	Not Included	
Chronic Condition Support (CCS) <ul style="list-style-type: none"> Holistic health support for those with a chronic health condition. 	Not Included	
eVisits	Not Included	

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):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.

Exclusions

- Treatment of an illness or injury which is due to war, declared or undeclared.
- Charges for which you are not obligated to pay or for which you are not billed or would not have been billed except that you were covered under this Agreement.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: Not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or The subject of review or approval by an Institutional Review Board for the proposed use, except as provided in the "Clinical Trials" section of "Covered Services and Supplies;" or The subject of an ongoing phase I, II or III clinical trial, except as provided in the "Clinical Trials" section of "Covered Services and Supplies."
- Cosmetic Surgery and Therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: Dance therapy, movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental x-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. However, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- Unless otherwise covered as a basic benefit, reports, evaluations, physical examinations, or hospitalization not required for health reasons, including but not limited to employment, insurance or government licenses, and court ordered, forensic, or custodial evaluations.
- Court ordered treatment or hospitalization, unless such treatment is being sought by a Participating Physician or otherwise covered under "Covered Services and Supplies."
- Reversal of male and female voluntary sterilization procedures.
- Transsexual surgery, including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Any services, supplies, medications or drugs for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
- Medical and hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under the Agreement.
- Non-medical counseling or ancillary services, including, but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return-to-work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including, but not limited to routine, long-term or maintenance care which is provided after the resolution of the acute medical problem.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Inpatient Hospital Services," "Outpatient Facility Services," "Home Health Services" or "Breast Reconstruction

Exclusions

- and Breast Prostheses" sections of "Covered Services and Supplies."
- Private hospital rooms and/or private duty nursing except as provided in the Home Health Services section of "Covered Services and Supplies".
 - Personal or comfort items such as personal care kits provided on admission to a hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of illness or injury.
 - Artificial aids, including but not limited to corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
 - Aids or devices that assist with non-verbal communications, including, but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
 - Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
 - Routine refraction, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
 - All non-injectable prescription drugs, injectable prescription drugs that do not require physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in "Covered Services and Supplies."
 - Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
 - Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
 - Genetic screening or pre-implantation genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically-linked inheritable disease.
 - Dental implants for any condition.
 - Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the Healthplan Medical Director's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
 - Blood administration for the purpose of general improvement in physical condition.
 - Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
 - Cosmetics, dietary supplements and health and beauty aids.
 - All nutritional supplements and formulae are excluded, except for infant formula needed for the treatment of inborn errors of metabolism.
 - Expenses incurred for medical treatment by a person age 65 or older, who is covered under this Agreement as a retiree, or his Dependents, when payment is denied by the Medicare plan because treatment was not received from a Participating Provider of the Medicare plan.
 - Expenses incurred for medical treatment when payment is denied by the Primary Plan because treatment was not received from a Participating Provider of the Primary Plan.
 - Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
 - Telephone, e-mail & Internet consultations and telemedicine.
 - Massage Therapy

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

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documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

APPENDIX D
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 or call 800-877-7195.
- Review your benefit information. Visit 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 copayEvery 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

Frame.....Every 24 months

- \$105 allowance for a wide selection of frames
20% off amount over your allowance-

-OR-

Contact Lens Care

No copay applies.....every 12 months

\$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.

Extra Discounts and Savings

Glasses and Sunglasses

- Average 35-40% savings on all non-covered lens options
- 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

Contacts

- 15% off cost of contact lens exam (fitting and evaluation)
- If you choose lenses you will be eligible for a frame 24 months from the date the contact lenses were obtained.

Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.

Your Coverage with Other Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.

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