



AGREEMENT

between

THE CITY OF BRIDGEPORT

-and-

BRIDGEPORT CITY ATTORNEYS UNION

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

JANUARY 1, 2018 to DECEMBER 31, 2022

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AGREEMENT

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

I. THE UNION AND UNION SECURITY

ARTICLE 1 - RECOGNITION

- 1.1 The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for all employees of the City who are employed as Associate City Attorney, as certified by the Connecticut State Board of Labor Relations in Decision No. 2835 (1990).
- 1.2 The Union recognizes the Mayor of the City of Bridgeport or his/her designated representative, or representatives, as the sole representative(s) of the Employer for the purpose of collective bargaining.
- 1.3 The Union and the City agree to bargain in good faith on all matters relating to wages, hours and other conditions of employment.

ARTICLE 2 - UNION SECURITY AND DUES DEDUCTION

- 2.1 Employees covered by this Agreement who individually and voluntarily have authorized union dues deductions from their wages in writing shall remain members in good standing in the Union.

Employees covered by this Agreement who are not members of the Union but who individually and voluntarily authorize union dues deductions from their wages in writing shall on the thirty-first (31st) day following the effective date of this Agreement, or on the one hundred eighty-first (181st) day following their date of hire, become and remain members in good standing in the Union.

- 2.2 The City agrees to deduct from the pay of all employees covered by this Agreement, who individually and voluntarily 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 in the next 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 Union. Upon delivery of a copy of a signed voluntary authorization, all such dues shall be automatically payroll deducted and remitted to the Union.

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

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

ARTICLE 4 - SENIORITY

- 4.1 For all purposes, except layoff, seniority shall mean length of municipal service. For layoff, seniority shall mean length of service as a bargaining unit member.
- 4.2 The Employer shall prepare a list of all employees in the bargaining unit, showing their length of service with the Employer and deliver the same to the Secretary of the Union on July 1 of each year.

ARTICLE 5 - PROBATIONARY PERIOD

- 5.1 All new employees shall serve a probationary period of six (6) months, and upon successful completion of this period they shall be classified as permanent employees. The probationary period may be extended by the City an additional six (6) months upon approval of the Director of Labor Relations with written notice to the employee and the union. During probation the department head may terminate or otherwise discipline an employee. Such action may be contested by the grievance procedure through Step 2. This

process shall be the sole and exclusive remedy and such action shall not be arbitrable.

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

ARTICLE 6 - LAY-OFF AND RECALL

- 6.1** In the event that the City makes a reduction in the number of Associate City Attorneys, employees with the least seniority in that job will be laid-off first. Subsequent recalls to open positions shall be made in the reverse order of the lay-offs.
- 6.2** An employee shall retain his/her seniority status and right to recall for thirty-six (36) months following the date of his/her lay-off. If the employee refuses recall to the position from which he/she was laid-off or fails to report for work, he/she loses his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 6.3** No bargaining unit employee shall be laid-off while non-bargaining unit part-time and/or appointed attorneys continue to be employed, nor while bargaining unit work is contracted or sub-contracted out. The City agrees that the scope of bargaining unit work cannot be diminished by the existence of contracted or shared work.
- 6.4** No new persons will be hired or assigned to bargaining unit positions so long as employees laid-off retain seniority status and right of recall.
- 6.5** Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump to job classifications previously held, provided he/she has greater seniority than the employee being bumped. Employees in the classified Civil Service who bump into a position not within the classified Civil Service, or a grants position, shall retain their Civil Service status including time in grade, without interruption in seniority for purposes of recall, promotion or transfer.
- 6.6** For purpose of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination or funding elimination.

ARTICLE 7 - UNION ACTIVITIES

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

II. MANAGEMENT AND THE WORKPLACE

ARTICLE 8 - MANAGEMENT RIGHTS

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

of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act Conn. Gen. State. #7-467, et seq).

ARTICLE 9 - HOURS OF WORK

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

ARTICLE 10 - DISCIPLINARY PROCEDURE

- 10.1 No employee shall be discharged or otherwise disciplined without just cause.
- 10.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which the disciplinary action is being applied.
- 10.3 Disciplinary action shall be in the following order:
- A) a verbal warning;
 - B) a written warning;
 - C) suspension without pay, and
 - D) discharge.

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

- 10.4 In the case of any employee who has received a verbal warning or a written warning when a maximum period of one year has lapsed without the employee receiving further discipline, i.e., written warning or verbal warning; such written warning or verbal warning will not be used as the basis for other discipline.
- 10.5 All disciplinary actions may be appealed through the established grievance procedure.
- 10.6 All suspensions and discharges must be stated in writing and a copy given to the employee and the Union President.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

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

STEP 1 - The employee and the Union Representative shall take up the grievance or dispute with the employee's Department Head within ten (10)

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

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

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

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

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

ARTICLE 12 - TRANSFERS

- 12.1 Employees desiring to transfer to other jobs within the City shall submit an application in writing to their Department Head. The application shall state the reason for the requested transfer.
- 12.2 Employees requesting transfer or involuntarily transferred for reasons other than the elimination of their jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job effectively without further training.
- 12.3 Employees requesting transfers or involuntarily transferred because of elimination of their jobs or elimination of funding for their jobs shall be transferred to the same or any other job of an equal classification on the basis

of seniority.

ARTICLE 13 - AMERICANS WITH DISABILITIES ACT

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

ARTICLE 14 - DRUG AND ALCOHOL TESTING

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

III. MONETARY PAYMENTS

ARTICLE 15 - WAGES

- 15.1** The salaries of all employees covered by this Agreement shall be in accordance with the plan shown as Appendix A. (attached)
- 15.2** Effective January 1, 2018, wages shall be increased by zero percent (0%).
- 15.3** Effective January 1, 2019, wages shall be increased by two percent (2.0%).
- 15.4** Effective January 1, 2020, wages shall be increased by two percent (2.0 %).
- 15.5** Effective January 1, 2021, wages shall be increase by two percent (2.0%).
- 15.5A** Effective January 1, 2022, wages shall be increase by two and one-half percent (2.5%)
- 15.6** In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate as applicable, whichever is appropriate in determining such benefits.
- 15.7** All employees on an annual salary shall be paid the wages of their classification based on fifty-two (52) weeks.
- 15.8** The City Attorney, with the approval of the Director of Labor Relations, will have discretion to determine the starting Step for any newly hired attorney based on the candidate's skills and abilities.
- 15.9** Effective September 30, 2014, all City Attorney's will have and maintain direct deposit for payroll purposes.

ARTICLE 16 - PAYMENT OF TUITION

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

ARTICLE 17 - LONGEVITY

- 17.1 Each employee who has or will have five (5) or more years of municipal service by October 1, of said contract year, shall receive an annual payment calculated by multiplying the sum of seventy-five dollars (\$75.00) by the number of years of such completed service.
- 17.2 This longevity pay will be payable during the month of December.

ARTICLE 18 - RETROACTIVE PAYMENTS

- 18.1 The City will use its best efforts to pay all wage increase sums retroactive to the negotiated effective date of increase in one (1) lump sum within ninety (90) days of acceptance of this agreement.

IV. BENEFITS

ARTICLE 19 - INSURANCE

- 19.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:
- a) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan.
 - b) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, eighty percent (80%) is paid by the City and twenty percent (20%) is paid by the employee. The co-payment by the employee shall be five dollars (\$5.00) for generic drugs, ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs. Prescriptions shall be limited to a thirty (30) day supply at retail and a ninety (90) day supply at mail order. Mandatory mail order shall be required for maintenance drugs on the list maintained by the City's pharmacy benefits manager for refills of the prescription beyond the

third or the co-payments and employee payment provided above shall double at retail (the "Prescription Drug Plan").

- c) The twenty-five dollar (\$25.00) deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
- d) The Vision Service Plan, or its equivalent, as outlined and attached (the "Vision Plan") as Appendix C

19.1A Effective October 1, 2018, in lieu of the existing health plan offered to employees and retirees (hereinafter "plan participants") administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan), a summary of which is attached as Appendix B. If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on September 30, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

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

19.3 Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s). For members who retire on or after 1/1/2018 and meet the eligibility requirements for retiree health benefits; the retiree and their enrolled eligible spouse at the time of retirement who are provided with a Medicare supplement plan in place of the City's insurance plan; it is agreed that the premium cost share for this insurance coverage shall be based on the premium rate cost of the supplemental plan.

19.4 For employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and on or prior to the last day of the Agreement, the City will provide and pay for benefits under the Medical Plan or, for those over the age of sixty-five (65), a supplemental plan to Medicare offering benefits equal to the Medical Plan and the Prescription Drug Plan. Coverage for surviving spouses shall terminate upon remarriage.

(a) Effective July 1, 2010 for purposes of this Article "retirees" shall mean

employees who: (1) have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and retirees must accept Medicare Part B coverage if eligible and pay for the premium.

- (b) It is the intent of this agreement that for the purpose of determining eligibility for retiree medical benefits all union members hired on or before April 1, 2010 shall be "grandfathered" under the terms specified in this article. All union members whose original date of hire is before April 1, 2010, shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following: 1. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of age; and 2. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of the Connecticut Municipal Employees Retirement System (CMERS). The City and the Union agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.
- (c) Retirees must accept Medicare Part B coverage if eligible

- 19.5 All members of the bargaining unit whose original date of hire is after December 31, 2014 will not be entitled to post-retirement health benefits. It is understood that all union members whose original date of hire is on or prior to December 31, 2014 shall be entitled to post-retirement health benefits if they satisfy the eligibility requirements specified in this collective bargaining agreement. The Union and City agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.
- 19.6 Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.
- 19.7 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan or Insurance as set forth in Section 19.1 or 19.1A and Section 19.2 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but

not to exceed that which the City pays for the City's Plans or Insurance as specified in Section 19.1 or 19.1A and Section 19.2 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

19.8 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 19.1 or 19.1A of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 19.1 or 19.1A of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 19.1 or 19.1A of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 19.1 or 19.1A of this Article and substitution may be proposed for any one or more of the specified coverages.

19.9 The City shall provide a payment in lieu of health benefits, for employees that waive such coverage, in the amount of five hundred (\$500) dollars per year. Effective January 1, 2010 the amount will be increased to one thousand five hundred dollars (\$1,500.00). Effective January 1, 2011 the amount will be increased to two thousand dollars (\$2,000.00) and will be capped at two thousand dollars.

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

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

19.11 Effective July 1, 2009 all active employees shall contribute 12% of the Premium Cost as defined in this Section for the Medical Plan and

Prescription Drug Plan. Effective January 1, 2010 the contribution shall increase to fifteen percent (15%) of the Premium Cost. Effective January 1, 2011 the contribution shall increase to eighteen percent (18%) of the Premium Cost. Effective January 1, 2012 all contributions shall increase to twenty-one percent (21%) of the Premium Cost. Effective January 1, 2013 all contributions shall increase to twenty-five percent (25%) of the Premium Cost. For purposes of this Section, and wherever applicable elsewhere in this Article, "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third-party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").

- (a) Members of the Union who were hired on or before June 30, 2010 or who were regular full-time employees on June 30, 2010 shall have their Premium Cost Share (PCS) contribution capped at twenty five percent (25%) for their health care insurance. This shall include benefits eligible City employees who became new members of the Union by virtue of an intra-City transfer. This 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage as defined in the Collective Bargaining Agreement and elect to receive City health benefits coverage at the time of their retirement. NOTE: The Union and City have agreed to list the names of these employees as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.
- (b) New members to the Union, who were hired after June 30, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule: new members shall start at 25% PCS contribution. There will be a one (1) percent increase each year for the PCS up to fifty percent (50%). This shall be capped at fifty (50%) after twenty-five years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during this entire period of retirement.

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

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

conditions of item 4(b) 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.

19.12 –

- A) The City may implement and maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for childcare from the gross income of the employee for tax purposes.
- B) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.

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

ARTICLE 20 - PENSION PLAN

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

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

ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

21.2 The EAP may establish, and therefore discontinue, and provide its services to

all City employees and their immediate family members at no cost to employee or family.

- 21.3 The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.
- 21.4 Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employees problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.
- 21.5 No reference or record shall be made or stored in any Personnel, Payroll, Supervisor's, Civil Service Commission, or other file regarding an employee's need for, access to, or use of the EAP. All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission, Board or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.
- 21.6 To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

V. HOLIDAY AND LEAVES

ARTICLE 22 - HOLIDAYS

22.1 The following days shall be paid holidays:

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

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

22.2 If a holiday falls on a Sunday, the following Monday shall be considered the

holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.

- 22.3** If any such holiday shall occur during the vacation of any employee, the employee shall receive an additional day's vacation in lieu thereof.
- 22.4** Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

ARTICLE 23 - VACATIONS

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

year/vacation year. Each employee must take at least one week actual vacation.

d) Employees who have not carried over from the prior year and who elect the pay-out option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the pay-out option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All pay-outs shall be paid to the employee at the end of the vacation year in which the election is made.

ARTICLE 24 - SICK LEAVE

- 24.1 Sick Leave Allowance - Sick Leave shall be earned by each employee of the bargaining unit, at the rate of ten (10) days per year, which shall be allotted on January 1st, of each year.
- 24.2 Sick Leave Accumulation - Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- 24.3 A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive days from City service.
- 24.4 Sick leave accumulated at retirement or death or other separation from City service.
- (a) Upon retirement or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. For accumulated days held on June 30, 1992, the above stated credit shall be paid on a lump sum basis of eight-five (85%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of the retirement or separation date. For days accumulated after July 1, 1992, the credit shall be paid at the rate of fifty (50%) percent of all unused sick leave up to a limit of two hundred and fifteen (215) days.
- (b) On the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or the estate of the employee.
- 24.5 Usage of accumulated sick leave shall be first from the then current year allotment, then from the days accumulated after July 1, 1992 and thereafter from the accumulated days held on June 30, 1992.

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

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

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

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

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

ARTICLE 25 - PERSONAL LEAVE

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

ARTICLE 26 - BEREAVEMENT LEAVE

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

26.2 Employees shall be granted one day leave with pay for the death of any aunt or uncle.

ARTICLE 27 - LEAVES OF ABSENCES

27.1 A Department Head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period of not to exceed one (1) year. No leave without pay shall be granted without a written

request of the employee and guarantee by that employee that he/she will service the City of at least one (1) year after his/her return from such leave. Whenever granted, such leave shall be approved in writing and signed by the Department Head and the Director of Labor Relations.

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

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

ARTICLE 28 - PREGNANCY LEAVE

- 28.1 Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.
- 28.2 Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.
- 28.3 Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.
- 28.4 Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.
- 28.5 Parental leave, shall, upon written request to the Department Head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be

unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 24.

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

ARTICLE 29 - WORKERS' COMPENSATION

- 29.1** In the event that an employee is required to be absent from work due to a job-related accident, and as a result thereof, has been determined to be entitled to compensatory Workers' Compensation payments pursuant to the State Statute, such employee shall be paid the difference between eighty percent (80%) of that employee's regular straight-time weekly earnings and the amount of the weekly Workers' Compensation pay for each of the third (3rd) to twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases and no differential payment shall be made in any such case.
- 29.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 2 of Article 24, "Sick Leave", of this Agreement.
- 29.3** Subject to the limitation provided in Section 27.1 of Article 27, workers compensation leave shall be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical recovery.
- 29.4** Each employee so injured or disabled must choose from the list of approved medical care providers on the Bridgeport Worker' Compensation Managed Care Plan as it may be modified from time to time by the Plan Administrator with the approval of the Workers' Compensation Commission.
- 29.5** If an employee on Workers' Compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee to return to a modified duty position, such discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. The positions are intended to be temporary in nature, generally no more than three (3) months, and are designed to return the employee back to his/her regular work.
- 29.6** When there is a disagreement between the City and the employee, the determination of the number of weeks the employee was necessarily absent

from work by reason of a compensable injury shall be determined by the City's Director of Health or a Medical Doctor to whom such Director delegates his/her authority to make such a determination. If not settled, the grievance procedure set out in this contract may be used.

ARTICLE 30 - JURY DUTY

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

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

VI. MISCELLANEOUS

ARTICLE 31 - CIVIL SERVICE APPLICABILITY

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

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

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

ARTICLE 33 - NONDISCRIMINATION

- 33.1 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, disability, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any alleged violation of this Section of the Agreement may only be processed through the step II of the grievance procedure and no further.

ARTICLE 34 - BULLETIN BOARDS

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

ARTICLE 35 - COPIES OF THE CONTRACT

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

ARTICLE 36 - SAVINGS CLAUSE

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

ARTICLE 37 - MISCELLANEOUS

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

ARTICLE 38 - PRIOR PRACTICE

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

ARTICLE 39 - DURATION

- 39.1 All provisions of this agreement shall be effective as of the first (1st) day of January 2018 and shall remain in full force and effect until the thirty-first (31st) day of December 2022. It shall be negotiated pursuant to the terms and conditions of M.E.R.A..

ARTICLE 40 - CITY ATTORNEY

Anyone holding the position of "City Attorney" be it permanent or acting cannot and/or will not be a member of the Bridgeport City Attorney's Union, Local 1303-272, Council #4, AFSCME, AFL-CIO. Should the individual who assumes the position of City Attorney relinquish or be removed for reasons other than disciplinary from holding that position then in that event the employee may return to the position held prior to assuming the position of City Attorney and his/her membership within the Bridgeport City Attorney's Union. It is understood that if said individual returns to the bargaining unit the time spent as City Attorney will be counted towards his/her seniority as a member of the bargaining unit.

Signed this Day of _____, 2020.

FOR THE CITY

FOR THE UNION

Joseph P. Ganim
Mayor

John Mitola, Esquire

Eric Amado
Director of Labor Relations

APPENDICES

APPENDIX A

Step #	Salary	Comment
Step 1	\$ 77,000	New as of 1/1/2020
Step 2	\$ 84,000	New as of 1/1/2020
Step 3	\$ 90,669(1)*	Wage as of 1/1/2017 – 12/31/2018
Step 4	\$ 96,247(2)*	Wage as of 1/1/2017 – 12/31/2018
Step 5	\$ 101,830(3)*	Wage as of 1/1/2017 – 12/31/2018
Step 6	\$ 107,411(4)*	Wage as of 1/1/2017 – 12/31/2018
Step 7	\$ 112,988(5)*	Wage as of 1/1/2017 – 12/31/2018
Step 8	\$ 118,567(6)*	Wage as of 1/1/2017 – 12/31/2018
Step 9	\$ 124,145(7)*	Wage as of 1/1/2017 – 12/31/2018
Step 10	\$ 129,725(8)*	Wage as of 1/1/2017 – 12/31/2018
Step 11	\$ 136,214(9)*	Wage as of 1/1/2017 – 12/31/2018
Step 12	\$ 142,500	New Step as of 1/1/2018**

(*) denotes steps in preceding collective bargaining agreement with corresponding wages.

** No employee shall qualify for Step 12 until January 1, 2020. However, wage percentage increases shall apply to Steps 3-12 inclusive, effective January 1, 2018.

It is understood that the new salary scales identified above will not adversely affect the current salaries of current members of the bargaining unit. For example, if a member is at the Step 8 salary identified in the collective bargaining agreement preceding this collective bargaining agreement that member now would be at Step 10 of this collective bargaining agreement.

Increase ->>	0.0%	2.0%	2.0%	2.0%	2.5%
Effective date ->>	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Step 1	N/A	N/A	\$77,000	\$78,540	\$80,504
Step 2	N/A	N/A	\$84,000	\$85,680	\$87,822
Step 3	\$90,669	\$92,482	\$94,332	\$96,219	\$98,624
Step 4	\$96,247	\$98,172	\$100,135	\$102,138	\$104,692
Step 5	\$101,830	\$103,867	\$105,944	\$108,063	\$110,764
Step 6	\$107,411	\$109,559	\$111,750	\$113,985	\$116,835
Step 7	\$112,988	\$115,248	\$117,553	\$119,904	\$122,901
Step 8	\$118,567	\$120,938	\$123,357	\$125,824	\$128,970
Step 9	\$124,145	\$126,628	\$129,160	\$131,744	\$135,037
Step 10	\$129,725	\$132,320	\$134,966	\$137,665	\$141,107
Step 11	\$136,214	\$138,938	\$141,717	\$144,551	\$148,165
Step 12	\$142,500	\$145,350	\$148,257	\$151,222	\$155,003

Appendix B

CONNECTICUT PARTNERSHIP PLAN



2.0

A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersey, and parts of New York, and United's Choice Plus Network for seamless national access!*

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.osc.ct.gov/CTpartner to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

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

[†] IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility.
Outside your carrier's immediate service area: no co-pay.

OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.
Outside of carrier's immediate service area: deductible plus 20% coinsurance.



POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

* Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.

We are dedicated to helping people live healthier lives. *This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.*

Our Network

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit partnershipstateofct.welcometouhc.com.

For information on these discounts and special offers, please visit partnershipstateofct.welcometouhc.com



Oxford On-Call®

Healthcare Guidance 24 hours a day

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our *Oxford On-Call* program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind *Oxford On-Call*.

If you are a member and you need to reach *Oxford On-Call*, please call 800-201-4911. Press option 4. *Oxford On-Call* can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

Custom Website

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit partnershipstateofct.welcometouhc.com to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at cthep.com, or by phone at 877-687-1448.

Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.

PRESCRIPTION DRUGS	Maintenance⁺ (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

** Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand-Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at www.osc.ct.gov).

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

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

*Dental cleanings are required for all members who are participating in the Partnership Plan as recommended by your physician



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.

Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions

(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.

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

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

UnitedHealthcare Oxford

| <http://partnershipstateofct.welcometouhc.com>
| Prior to Effective Date: 1-800-760-4566
| After Effective Date: 1-800-385-9055

Caremark (Prescription drug benefits)

| www.caremark.com
| 1-800-318-2572

*Health Enhancement Program (HEP) Care Management Solutions
(an affiliate of ConnectiCare)*

| www.cthep.com
| 1-877-687-1448

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

Appendix C



Your Vision Benefits Summary

Get the best in eye care and eyewear with CITY OF BRIDGEPORT and VSP® Vision Care.

Using your VSP benefit is easy.

- **Create an account at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eye care provider who's right for you.** The decision is yours to make—choose a VSP doctor, a participating retail chain, or any out-of-network provider. To find a VSP provider, visit vsp.com or call 800.877.7195.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's It! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more¹. Visit vsp.com to find a Premier Program location that carries these brands. Prefer to shop online? Check out all of the brands at Eyeconic.com, VSP's online eyewear store.

Plan Information

VSP Coverage Effective Date: 01/01/2017
VSP Provider Network: VSP Signature

CITY OF BRIDGEPORT and VSP provide you with an affordable eyecare plan.

Visit vsp.com or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

¹Brands/Promotion subject to change.

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Benefit	Description	Copay
Your Coverage with a VSP Provider		
WellVision Exam	<ul style="list-style-type: none"> • Focuses on your eyes and overall wellness • Every 12 months 	\$20
Prescription Glasses		
		\$30
Frame	<ul style="list-style-type: none"> • \$105 allowance for a wide selection of frames • \$125 allowance for featured frame brands • 20% savings on the amount over your allowance • \$60 Costco® frame allowance • Every 24 months 	Included in Prescription Glasses
Lenses	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every 12 months 	Included in Prescription Glasses
Lens Enhancements	<ul style="list-style-type: none"> • Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 35-40% on other lens enhancements • Every 12 months 	\$50 \$80 - \$90 \$120 - \$160
Contacts (instead of glasses)	<ul style="list-style-type: none"> • \$105 allowance for contacts and contact lens exam (fitting and evaluation) • 15% savings on a contact lens exam (fitting and evaluation) • Every 12 months 	\$0
Diabetic Eyecare Plus Program	<ul style="list-style-type: none"> • Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details. • As needed 	\$20
Glasses and Sunglasses		
	<ul style="list-style-type: none"> • Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. • 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. 	
Extra Savings	Retinal Screening	<ul style="list-style-type: none"> • No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam
	Laser Vision Correction	<ul style="list-style-type: none"> • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

Your Coverage with Out-of-Network Providers

Visit vsp.com for details. If you plan to see a provider other than a VSP network provider.

Exam	up to \$40	Lined Trifocal Lenses	up to \$80
Frame	up to \$45	Progressive Lenses	up to \$80
Single Vision Lenses	up to \$40	Contacts	up to \$105
Lined Bifocal Lenses	up to \$60		

Copay for coverage with a participating retail chain may be different. Once your benefit is effective, visit vsp.com for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable.

