AGREEMENT

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Between the

FAIRFIELD COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

and the

CITY OF BRIDGEPORT & BOARD OF EDUCATION

August 1, 2015 - July 31, 2025

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I. THE UNION AND UNION SECURITY

PREAMBLE

The following agreement entered into by and between the City of Bridgeport and the City of Bridgeport Board of Education, hereinafter referred to as "the City", and the Fairfield Building and Construction Trades Council, AFL-CIO, on behalf of its affiliated Unions listed below, hereinafter referred to collectively as "the Union", is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by this agreement.

Bricklayer's Local No. 1 Carpenter's Local No. 324 Electrical Local No. 488 Glaziers District 11 Laborers Local No. 665 Masons Local No. 1 Painters District 11 Plumbers and Steamfitters, Local No. 777 Roofers Local No. 12 Asbestos Workers Local No. 33

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Union as the exclusive bargaining agent for the bargaining unit consisting of all regular full-time building construction tradesmen employed by the City, but excluding temporary and special situation tradesmen employed on temporary or term basis.

ARTICLE 2 - UNION SECURITY

2.1 The City will 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 law, Union dues for such deduction period shall be deducted in a pay period in which the employee has sufficient funds due him/her. Neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union to receive such funds from the City.

ARTICLE 3 - MANPOWER

3.1 The City agrees to hire only qualified Union tradesmen or apprentices to fill newly created positions, and only qualified Union tradesmen or apprentices to fill vacancies, the City plans to fill provided that before employee is hired pursuant to this Article, the respective Union shall refer a qualified tradesman or apprentice who is acceptable to the City.

3.2 Apprentices: The City, at its option, may hire apprentices per maintenance department (i.e. Board of Education and Public Works) in accordance with the following ratio.

1 apprentice to 3 Journeymen

2 apprentices to 4 Journeymen

2 apprentices to 5 Journeymen

2 apprentices to 6 Journeymen

3 apprentices to 7 Journeymen,

etc.

All apprentices shall be required to meet all applicable Trades standards for applicable apprenticeship.

3.3 Required Licenses and Certifications – The individual trade unions covered by this collective bargaining agreement and identified in its preamble agree to provide suitable training to their individual members to maintain their professional license and/or certifications as required by the State of Connecticut now and as any changes to these requirements are made in the future. This includes continuing education for occupational and professional licenses. Employees covered by this agreement are required to maintain their state required licensing credentials including successful completion of any continuing education requirements. Any employee who fails to maintain their professional license or fails to successfully complete state mandated continuing education requirements shall be subject to immediate termination of employment. Terminations arising from a violation of this article shall not be arbitrable under the terms of this contract.

ARTICLE 4 - UNION STEWARDS

There shall be one (1) Steward for the City of Bridgeport and one (1) Steward for the Board of Education.

Should any problem arise in connection with the employee covered by this Agreement, the Steward shall report the matter to his/her superior. If the matter cannot be resolved, the Steward shall then call the respective Union office to resolve the problem. There shall be no loss of time when the Steward is doing his/her duty as Steward.

ARTICLE 5 - VISITS BY UNION REPRESENTATIVE

Accredited Representatives of the Bridgeport Building Trades Council shall have access 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.

II. MANAGEMENT AND THE WORK PLACE

ARTICLE 6 - MANAGEMENT RIGHTS

Except as specifically modified or restricted by any provisions of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested solely in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to: direct, train, promote, discipline, transfer, assign, layoff and discharge personnel; recruit and select subject to the provisions of Article 3; determine the number and types of positions, organizational structure and technology required to provide City services: define the duties and responsibilities of each position and function; determine, acquire and maintain essential equipment and facilities requires for services and functions; contract for services and material with other units of government and/or private contractors; take any necessary measures to establish and maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; establish and revise or discontinue policies, programs, rules and procedures regarding employee standards of conduct and the manner which work is to be performed; perform the tasks and exercise the authority granted by statue, charter and ordinance to the City in fulfillment of its legal responsibilities.

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 any particular way, shall not be considered a waiver of the City's capacity or ability to exercise such right, prerogative or function or preclude if from exercising the same in any other way not in conflict with the express provisions of this agreement.

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

ARTICLE 7 - WORK WEEK SCHEDULE AND OVERTIME

The work week shall be forty (40) hours per week.

All employees covered by this agreement will be paid time and one-half for work done in excess of the scheduled work day. **7.3** Work hours for the day shift shall be from 7:30 a.m. to 4:00 p.m. for the BOE and 8:00 a.m. to 4:30 p.m. for Public Facilities. Work hours for the 2^{nd} shift shall be 2:00 p.m. to 10:00 p.m. Monday through Friday. The work hours for a shift shall be subject to the right of the City to adjust such hours no more than 2 hours either way with not less than 2 business days notice to the Union.

7.4 The day shift shall have a one-half hour unpaid lunch. A paid lunch for the 2^{nd} shift shall be from 6:00 p.m. to 6:30 p.m.

7.5 Shift preference shall be on the basis of seniority by job classification based upon job postings as openings occur. Employees shall have ten (10) business days to exercise shift preference rights from the date a job opening is posted. If no preference is indicated then the City may assign as needed. The City may temporarily reassign an employee between shifts for coverage purposes for not more than one shift or upon not less than two (2) business days notice. For purposes of this section only, seniority shall be determined in accordance with the Fairfield Building Trades seniority list attached as Appendix A.

7.6 During winter and summer vacation for the Board of Education when school(s) may be closed the City may assign employees, upon not less than two (2) business days notice, from the 2nd shift to the day shift if possible subject to the needs of the Board as determined by management.

7.7 A shift differential shall be paid to employees assigned to the 2^{nd} shift which shall be calculated by paying eight (8) hours pay for seven and one half (7 ½) hours work based upon the hours in Section 7.3 and the one-half hour paid lunch provided for under Section 7.4.

7.8 An employee will work overtime when requested to do so by supervisor. Employees shall be notified of such assignment as soon as practicable. In the event that all employees refuse, or are not available, to work overtime, the least senior employee in the classification, shift, department, and area affected by the overtime work must work such overtime. In the event of an emergency, when asked to work overtime, the employee must not be told to take another day off without pay.

7.9 Overtime will be divided equally among the workers where there is more than one (1) worker in that craft. Employees who decline to work overtime when notified will be charged as if they had worked.

7.10 Effective October 16, 2018, any employee who is required to work overtime that is not coterminous with the employee's regular work week schedule shall receive of a minimum of four (4) hours overtime pay.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.1 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 or the Union Representative, with or without the employee, shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department head shall arrange to meet with the employee or the Union Representative, with or without the employee, to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working days.

Step II - If the grievance still remained unadjusted, it shall be presented by the Union Representative to the City's Labor Relations Officer, in writing, ten (10) days after the response of the Department Head is due. Within one 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, at the meeting or within fifteen (15) days afterwards. 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. The parties agree to submit all grievances to American Arbitration Association (AAA) unless otherwise agreed. The arbitrator(s) shall limit its decision strictly to applications, meaning or interpretation of the provisions of this Agreement. The arbitrator(s) shall not add to, nor subtract from, the term 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 shall be final and binding on the parties, and the American Arbitration Association shall be requested to issue its decision within (30) days after the conclusion of testimony and argument.

8.2 Each party shall be responsible for compensating its own Representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

8.3 Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II. Upon mutual agreement by the City and the Association, any of the time limits in this Article may be waived.

8.4 The City and the Building Trades agree that every attempt shall be made to schedule arbitration hearings in discharge cases within one hundred and twenty (120) days of the filing date for arbitration.

ARTICLE 9 - DRUG AND ALCOHOL TESTING

The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General Statutes Sections 31-51t through Sections 31-51bb inclusive, excluding section 31-51v. The drug and alcohol testing policy for those employees required to have a CDL shall be incorporated by reference.

III. MONETARY PAYMENTS

ARTICLE 10 - WAGES

10.1 The City shall pay hourly wages representing base hourly wages only and such wages do not include any amounts paid by outside contractors and designated as fringe benefits, welfare contributions, industry funds, pension funds, annuity funds, or similar such payments.

A) Journeymen Wages - All Journeymen shall be paid one-hundred percent (100%) of the prevailing negotiated base hourly rate paid to his/her respective Trades in private (non-public) construction. However, this rate shall not exceed \$36.50 per hour during the term of this agreement. The City will meet and confer with the Building Trades Council regarding any changes.

B) Apprentice Wages - Effective August 1, 1986, apprentice's base hourly wages shall be according to the following formula:

First Year apprentice	1 st 6 months 40% of Journeyman's rate 2 nd 6 months 45% of Journeyman's
Second year apprentice	1 ST 6 months 50% of Journeyman's rate 2 nd 6 months 55% of Journeyman's
Third year apprentice	1 st 6 months 60% of Journeyman's rate 2 nd 6 months 65% of Journeyman's
Fourth year apprentice	1 st 6 months 70% of Journeyman's rate 2 nd 6 months 75% of Journeyman's

10.2 When new wage rates are negotiated and agreed to on an area wide basis, each Union will notify, in writing, the Labor Relations Office of the new rate, and the City shall place such rates in effect on the first day of the month, following the date the specific notice from the Union is received by the City.

ARTICLE 11 - LONGEVITY

11.1 Effective July 1, 1994, employees with five (5) years of continuous service shall receive sixty dollars (\$60) x years of service. Such payments shall not exceed one thousand five hundred (\$1,500) dollars.

11.2 Eligible employees must be on the payroll as of August first of each year to be eligible to receive longevity payments, and the years of continuous service is computed as of August first of each year.

11.3 Effective August 1, 2006, employees hired after July 1, 1992, shall be eligible for longevity after ten (10) years of continuous municipal service.

IV. BENEFITS

ARTICLE 12 - INSURANCE

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

A) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V- Schedule of Benefits, Revision 7/1/06), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union.

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

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

D) The CIGNA Vision Plan, or its equivalent, as outlined and attached hereto as Appendix C.

12.1a Effective December 1, 2018, in lieu of the existing health plan (Medical and Drug prescriptions only) 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).(See Appendix B)

12.2 The City shall provide and pay for the cost of a Group Life Insurance Policy the amount of twenty thousand (\$20,000) dollars with accidental death and dismemberment for all employees.

12.3 Retirees prior to August 1, 2015, and employees hired prior to August 1, 2013 who subsequently retire, and their enrolled eligible spouses at the time of retirement, 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 shall pay a twenty-five percent (25%) contribution of the annual premium cost, or equivalent cost as determined by the City, for this coverage.

An employee hired on or after 8/1/2013 who subsequently retires, and his/her enrolled eligible spouse at the time of retirement, 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 percentage contributions for coverage, equal to the percentage contribution they were making at the time of retirement.

12.4 For employees, and their enrolled eligible spouse at the time of retirement, who retire subsequent to the first day of this Agreement, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare part B offering benefits equal to the Medical Plan and the Prescription Drug Plan, as provided for active employees, as the same may be modified from time to time under this or any future collective bargaining agreement. Coverage for surviving spouses shall terminate upon remarriage. Retired employees and their enrolled spouses must accept Medicare Part B if eligible.

For purpose of this Article "retiree" shall mean":

- A. For employees hired prior to 8/1/2013 a retiree is an employee who is eligible to receive full pension benefits in accordance with the requirements of Connecticut Municipal employees Retirement System (CMERS) and who (a) has not less than fifteen (15) years of municipal service and is not less than fifty-five (55) years of age upon retirement; or b) has not less than twenty-five (25) years of municipal service regardless of age. Benefits shall be as set forth or as said benefits may be changed by agreement of the City and the Union. Such retirees, and their surviving spouses, shall make contributions for coverage equal to twenty-five (25%) of the annual premium cost, or equivalent cost as determined by the City, for this coverage.
- B. For employees hired on or after 8/1/2013, a retiree is an employee who is

eligible to receive full pension benefits in accordance with the requirements of Connecticut Municipal Employees Retirement System (CMERS) and who has not less than twenty-five (25) years of municipal service. Benefits shall be as set forth or as said benefits may be changed by agreement of the City and the Union. Such retirees, and their enrolled eligible spouses at the time of retirement, shall make percent contributions for coverage equal to the percent contribution they were making at the time of retirement.

12.5 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 Plans as set forth in Section 12.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plans as specified in Section 12.1 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.

12.6 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 12.1 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 12.1 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 12.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at last as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 12.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

12.7 Effective January 1, 2013, for a benefits eligible employee waiving health benefits coverage in any benefit year, the City shall increase its payment in lieu of health benefits to one thousand five hundred dollars (\$1,500) per benefit year. This amount shall be paid in two (2) equal installments: fifty percent (50%) in June, and fifty percent (50%) in December.

12.8 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.

12.9 A) For members hired as regular full-time employees prior to 8/1/2013, Premium Cost Share contributions for active employees shall be increased according to the following schedule:

Contract Dates	Healthcare PCS
9/1/2012 to 07/31/2013	20%
8/1/2013 to 07/31/2014	22%
8/1/2014 -	25%

For these employees the PCS will be capped at 25%. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

B) Regardless of start date, any new bargaining unit member hired on or after August 1, 2013 shall pay a health care premium cost share (PCS) for the above named insurances, which shall be payroll deducted weekly according to the following schedule:

One-year period beginning	PCS Rate			
August 1, 2013	25%			
August 1, 2014	26%			
August 1, 2015	27%			
PCS contributions shall increase by 1% per year on				
August 1 st of each year thereafter, until a cap of 50% is				
reached.				

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

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

12.11 A) For employees who retire on or after June 30, 2001 and their surviving

spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, a supplemental plan to Medicare Part B providing benefits equal to the Medical Plan, to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus an increase or decrease in such contributions as such increase or decrease may exist from time to time in accordance with the provisions of subsections 3 and 4 of this article.

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

12.12 Divorced employees or retirees 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 benefits improperly paid as a result of such failure.

12.13 Any employee who leaves City employment and returns to City employment in a manner conforming to Section 210 – "Re-employment Lists" of the Charter of the City of Bridgeport shall, for the purposes of contributions to health care insurance premiums, return to the employee group to which they were formerly assigned as determined by their original date of hire, and shall not be considered a new hire.

V. HOLIDAYS AND LEAVES

ARTICLE 13 - HOLIDAYS

13.1 All employees covered by this agreement shall be paid and have the following days off as holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

and any holidays officially proclaimed as such by the President of the United States, the Governor of the State of Connecticut, and the Mayor of the City of Bridgeport.

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

13.3 If an employee, in case of an emergency, is required to work on a holiday, they shall be paid double time.

13.4 Except for previously scheduled vacation and personal days, employees must work the full work day before and after a holiday in order to be paid for the holiday.

ARTICLE 14 - SICK LEAVE

14.1 Sick Leave Allowance: Employees shall receive ten (10) sick days per year, granted five (5) days on July 1st, and five (5) days on January 1st. New hires shall receive a pro rata number projected through either July 1st, or January 1st, based upon full months.

14.2 Sick Leave Accumulation: Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

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

14.3 Sick Leave Accumulated at Retirement or Death:

A) Upon retirement, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. Said credit shall be paid on a lump sum basis of fifty percent (50%) of all unused sick leave up to a limit of 215

days within fifteen (15) days of retirement date, except as modified by paragraph C.

B) Upon the death of the employee, the amount of sick leave time credit to the employee shall be payable to his beneficiary, as designated by the employee, under the terms of the Connecticut Municipal Employee Retirement System (C.M.E.R.S.).

All sick leave accumulated as of July 1, 1992 shall be paid, if unused upon retirement, at eighty-five (85%) of accumulation at the salary dollar value effective on July 1, 1992.

14.4 Administration:

A) The City shall determine the method of administration of these provisions, subject to the authority of the Mayor and the Director of Personnel when so authorized by the Mayor.

B) The City shall maintain a record for each employee of all sick time 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 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 to be less than once annually.

ARTICLE 15 - BEREAVEMENT AND PERSONAL LEAVE

15.1 Each employee shall be granted leave with pay in the event of a death in their immediate family. Such leave shall start on the day of death and continue through the day of the burial, except that in no event shall such leave be more than three (3) days commencing with the day of death. For the purposes of this Article, the term "immediate Family" shall mean and include the following: mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, and foster parents.

15.2 Up to three (3) days personal leave with pay shall granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied.

ARTICLE 16 - VACATIONS

16.1 The 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.

16.2 Employees with continuous municipal service of less than one shall be submitted to him upon request at least twice vacation with pay for each month of 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 municipal service, but less than five (5) years of such service shall receive two (2) weeks vacation with pay. In each contract year, any employee with (5) or more years of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any employee with ten (10) or more years of continuous municipal service shall receive four (4) weeks of vacation with pay.

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

16.4 Employees with three (3) or more week vacation may exercise the option of carrying over up to a maximum of two (2) weeks of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year, but are not eligible for the option of payout for unused vacation time.

16.5 The parties agree that those individuals who had five (5) weeks vacation at the time the vacation was reduced from five (5) to four (4) weeks, shall be grandfathered so that they retain five (5) weeks of vacation.

ARTICLE 17 - JURY DUTY

The City will reimburse employees who are summoned and required 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) 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:

1. 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.

2. No employee shall be eligible for the City reimbursement provided herein for jury duty more often than once in a fiscal year.

ARTICLE 18 - MAXIMUM LEAVE

18.1 The maximum leave granted to any employee for any reason shall not exceed twelve (12) months.

18.2 The Director of Labor Relations, at his/her designee, may extend this period, at his/her discretion, when there are extenuating circumstances and the anticipated return date is within a specified time not to exceed sixty (60) days of the end of the leave. Such extension shall not exceed a maximum of sixty (60) additional days.

18.3 Leave of absences shall be granted in accordance with the Family and Medical Leave Act and the City's Family and Medical Leave Policy.

18.4 All leaves of absence shall be submitted to the Director of Labor Relations for approval.

ARTICLE 19 - WORKERS' COMPENSATION AND MODIFIED DUTY

19.1 If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. This work is intended to be transitional and temporary in nature and will normally not exceed three (3) months. The City reserves the right to limit the number of positions available.

Employees on workers' compensation shall be granted a leave until they have reached maximum medical recovery, unless otherwise provided under this Agreement.

19.3 Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation Managed Care Plan, as such may be modified from time to time by the Plan Administrator.

VI. MISCELLANEOUS

ARTICLE 20 - NONDISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any claimed violation of this Article over which the Connecticut Commission on Human Rights and Opportunities and/or Federal Equal Employment Opportunities Commission would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration; thereafter, any such claimed violation may be arbitrated only if so agree by both parties.

ARTICLE 21 - AFFIRMATIVE ACTION

The City of Bridgeport and the Building Trades Council agree to hire qualified minorities as tradesmen and apprentices in keeping with the Affirmative Action plan endorsed by the Mayor.

ARTICLE 22 - DURATION

This agreement will be effective when signed by all parties and approved in accordance with current applicable State Statutes and shall expire July 31, 2025.

SIGNATURE

In witness there on this <u>**Feg.**</u> 14 day of 2018, the parties hereto set their hands.

FOR T Ganim, Mayor loson

FOR THE UNION

Peter Carroll, President Fairfield County Building and Construction Trades

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Jachimski, DanielSteamfitterBOE Facilities10/28/2009	Paz, Matthew	Steamfitter	BOE Facilities	10/09/2007
		Steamfitter	BOE Facilities	10/28/2009
,	Hine, Brian	Steamfitter	BOE Facilities	07/23/2012

APPENDIX A – BUILDING TRADES SENIORITY LIST



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 Jersery, 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.

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POS MEDICAL BENEFIT SUMMARY

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	\$о сорау	20% of allowable UCR* charges
Diagnostic Labs and X-Rays ¹ ** High Cost Testing (MRI, CAT, etc.)	\$o 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	\$o (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

I 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.

UT 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

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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	\$o	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$o	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$o	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)	\$o	20% of allowable UCR* charges
**Outpatient Surgery	\$o	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$o	20% of allowable UCR* charges, up to 60 inpatient days and
		30 outpatient days per condition per year
Foot Orthotics	\$o (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	\$o	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$о (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

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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 ut-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.

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A MESSAGE FROM UNITEDHEALTHCARE

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.

2.0

Our Network

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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

UnitedHealthcare

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	\$o		
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/\$9,20	\$4,600 Individual/\$9,200 Family			

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+ 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 mailorder 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).

HEALTH ENHANCEMENT PROGRAM

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

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Health Enhancement Program Requirements

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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	AGE						
	0 • 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Évery 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			
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

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



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

HEALTH ENHANCEMENT PROGRAM

Additional Requirements for Those With Certain Conditions

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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.

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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.

CONNECTICUT 2.0. YOUR BENEFIT RESOURCES

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.

Your Vision Benefits Summary

Appendix C



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.

Brands/Promotion subject to change.

•2014 Vision Service Plan. All rights reserved. VSP, VSP Vision care for life, and WellVision Exam are registered trademarks of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other company names and brands are trademarks or registered trademarks of their respective owners.

Benefit	Description	Copay
12 1 2 2 2 2	Your Coverage with a VSP Provider	RE BEALS
WellVision Exam	 Focuses on your eyes and overall wellness Every 12 months 	\$20
Prescription Gla	S58S	\$30
Frame	 \$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	 Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children Every 12 months 	Included in Prescription Glasses
Lens Enhancements	 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)	 \$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 Eyacare Plus Program	 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 Extra \$20 to spend on featured frame by vsp.com/specialoffers for details. 30% savings on additional glasses and including lens enhancements, from the s on the same day as your WellVision Examplements. The second secon	sunglasses, ame VSP provide am. Or get 20%
Extra Savings	 No more than a \$39 copay on routine reas an enhancement to a WellVision Example. 	
	 Laser Vision Correction Average 15% off the regular price or 5% promotional price; discounts only availa contracted facilities After surgery, use your frame allowance sunglasses from any VSP doctor 	able from

Exam	Lined Trifocal Lenses
Lined Bifocal Lenses up to \$60	contacts

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