AGENDA

CITY COUNCIL MEETING

MONDAY, DECEMBER 6, 2021

7:00 p.m.

This meeting will be conducted by Teleconference.

The public may listen into this meeting by calling the following conference line and then entering the conference code:

Dial-In Number: (929) 436-2866 Meeting ID: 381 083 245

Prayer

Pledge of Allegiance

Roll Call

Adoption of City Council Rules

Election of City Council President

Appointment of City Council Standing Committees

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 20, 2021

PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:

- 10-21 Request from OPED to Order a Public Hearing for December 20, 2021 at 7:00 p.m. re: Proposed Resolution making certain findings required by the City and Town Development Act (As Precursor to Consideration of a Tax Incentive Development Agreement) for Steelpointe New Residential Development along East Main Street South of Stratford Avenue.
- 11-21 Request from OPED to Order a Public Hearing for December 20, 2021 at 7:00 p.m. re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for a New Residential Development at Steelpointe along East Main Street South of Stratford Avenue.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- O1-21 Communication from Labor Relations re: Proposed Tentative Agreement with the Connecticut Association of Labor Unions (CALU), (Nurses Union) regarding their Bargaining Unit Contract for the term of July 1, 2019 through June 30, 2025, referred to Contracts Committee.
- O2-21 Communication from Labor Relations re: Proposed Tentative Agreement with the Bridgeport School Crossing Guards Association regarding their Bargaining Unit Contract for the term of September 1, 2021 through August 31, 2026, referred to Contracts Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- O3-21 Communication from Tax Collector re: Refund of Excess Payments 2012 ESA Project Company, LLC regarding 522 Fairfield Avenue, referred to Miscellaneous Matters Committee.
- O4-21 Communication from Tax Collector re: Refund of Excess Payments DRS Naval Power Systems, Inc. regarding 196 Island Brook Avenue, referred to Miscellaneous Matters Committee.
- O5-21 Communication from Tax Collector re: Refund of Excess Payments DRS Naval Power Systems, Inc. regarding 141 North Avenue, referred to Miscellaneous Matters Committee.
- O6-21 Communication from Central Grants re: Grant Submission: State of Connecticut Court Support Services Division Youth Violence Prevention Initiative (#22399), referred to Public Safety and Transportation Committee.
- O7-21 Communication from Central Grants re: Grant Submission: National Fitness Campaign Healthy City Grant Program (#22328), referred to Economic and Community Development and Environment Committee.
- O8-21 Communication from Central Grants re: Grant Submission: United States Conference of Mayors 2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#22305), referred to Economic and Community Development and Environment Committee.
- O9-21 Communication from Central Grants re: Grant Submission: Southwestern CT Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program American Rescue Plan Act Funding Bridgeport Seniors Center Recreational Activities Expansion (#22419), referred to Economic and Community Development and Environment Committee.
- 10-21 Communication from OPED re: Proposed Resolution making certain findings required by the City and Town Development Act (As Precursor to Consideration of a Tax Incentive Development Agreement) for Steelpointe New Residential Development along East Main Street South of Stratford Avenue, referred to Joint Committee on Economic and Community Development and Environment and Contracts.
- 11-21 Communication from OPED re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for a New Residential Development at Steelpointe along East Main Street South of Stratford Avenue, referred to Joint Committee on Economic and Community Development and Environment and Contracts.
- 12-21 Communication from City Attorney re: Proposed Litigation Settlements (with Modified Conditional Participation Agreements) concerning Certain Litigation Comprised of Various Consolidated Class-Action Opioid Lawsuits Pending in the State of Connecticut, referred to Miscellaneous Matters Committee.

PLEASE NOTE: THERE WILL NOT BE A PUBLIC SPEAKING FORUM HELD ON DECEMBER 6, 2021 DUE TO THE CITY COUNCIL RULES HAVING TO BE ADOPTED BY THE LEGISLATIVE BODY FOR THE NEW LEGISLATIVE TERM.

NAME

SUBJECT

CITY COUNCIL MEETING

PUBLIC SPEAKING FORUM

MONDAY, DECEMBER 6, 2021

This meeting will be conducted by Zoom/Teleconference.

THERE WILL NOT BE A PUBLIC SPEAKING FORUM HELD ON DECEMBER 6, 2021 DUE TO THE CITY COUNCIL RULES HAVING TO BE ADOPTED BY THE LEGISLATIVE BODY FOR THE NEW LEGISLATIVE TERM.

ATTEST ON THE ZE UZ

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, DECEMBER 6, 2021

7:00 P.M.

This meeting was conducted by teleconference.

The public was able to listen to this meeting by calling a conference line.

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:03 p.m.

PRAYER

Mayor Ganim asked Council Member McBride-Lee to lead the Council in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked Council Member Vizzo-Paniccia to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The Assistant City Clerk Frances Ortiz called the roll.

130th District: Scott Burns, Matthew McCarthy

131st District: Jorge Cruz, Tyler Mack

132nd District: Marcus Brown

133rd District: Aikeem Boyd, Jeanette Herron

134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia

135th District: Mary McBride-Lee, Rosalina Roman-Christy

136th District: Avelino Silva, Alfredo Castillo

137th District: Aidee Nieves, Maria Valle,

138th District: Maria Pereira, Michele Small

139th District: Wanda Simmons, Ernest Newton

A quorum was present.

ADOPTION OF CITY COUNCIL RULES.

** COUNCIL MEMBER HERRON MOVED TO ADOPT THE CITY COUNCIL RULES.

** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.

Council Member Pereira stated that on December 7, 2020, the Council President appointed a committee on City Council Rules which would involve leadership. During the following year, the Committee never had a meeting. She noted that they were adopting the rules that the City Clerk's Office has already printed with a statement that they had been adopted on the 6th, but the Council has not voted on them yet.

The Council President was included in the leadership group, which is a violation of the City Council Rules because the rules state that the City Council President can only be an ad hoc member on any regular, standing or special committee.

Council Member Pereira said that she had never voted for those rules because there was a number of issues with those rules. However, she does everything within her power to abide by them. She stated that this would be the reason she would be voting against the Council Rules.

Council Member Lyons said that she needed clarification on whether the Council Rules were the old Council Rules. She asked if they would be changing. They had voted to change the rules, but never had the opportunity to change them. Mayor Gamin said that they were the same rules that were in place last year.

** THE MOTION TO ADOPT THE CITY COUNCIL RULES PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, HERRON, BOYD, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SIMMONS, NEWTON) AND TWO (2) OPPOSED. (PEREIRA, SMALL).

ELECTION OF CITY COUNCIL PRESIDENT

Mayor Ganim opened the floor for nominations for the City Council President.

- ** COUNCIL MEMBER BROWN NOMINATED COUNCIL MEMBER AIDEE NIEVES FOR COUNCIL PRESIDENT.
- ** COUNCIL MEMBER CRUZ AND COUNCIL MEMBER HERRON BOTH SECONDED.

There were no other nominations from the floor.

Council Member Pereira stated that the City Charter required a roll call vote. This was confirmed by Assistant City Clerk Ortiz that City Charter Chapter 5, Section 10a required a roll call vote.

Council Member Pereira then submitted the following statement for the record:

The City of Bridgeport is in desperate needs [sic] of honest, transparent, ethical, principled, unconflicted, independent, intelligent, and articular leaders who are committed to serving the interest of the residents and taxpayers of Bridgeport, not their own interests or the interests of those with political and financial power.

We need leaders who demonstrate thru [sic] their actions, not their words, that they believe in upholding every aspect of our laws, including but not limited to our City Charter.

In closing, we need leaders who respect democratic principles while respecting well-researched differing viewpoints and perspectives without governing in a fascist, authoritarian and tyrannical manner.

For these reasons I will be voting in opposition to the nominee.

Council Member Newton said that he had been intending to vote against Council Member Nieves for Council President due to some other issues but after hearing Council Member Pereira's comments, he would not sit back and allow someone to paint that kind of a picture of someone who had worked hard to bring the Council together. He then thanked Council Member Pereira for giving him a reason to vote for Council Member Nieves as Council President.

** THE MOTION TO APPROVE COUNCIL MEMBER AIDEE NIEVES FOR COUNCIL PRESIDENT PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, HERRON, BOYD, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SIMMONS AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND SMALL).

Council Member McCarthy said that they had the swearing in ceremony in person but this meeting was a Zoom meeting. He said that they should return to in person meetings.

APPOINTMENT OF CITY COUNCIL STANDING COMMITTEES.

Council President Nieves thanked everyone for their support. The last two years have been difficult but there has been a great deal of work that has been done. There are issues that have to be addressed socially and economically. Some of them will take a long time to correct, others require an ordinance change.

She reminded everyone that they should humble themselves during discussions and keep the discourse civil and not attack individuals. [Inaudible]

Council Committees:

Budget & Appropriations - Burns, Newton, McBride-Lee, Herron, McCarthy, Vizzo-Paniccia

Ordinance -Brown, Roman-Christy, Newton, Lyons, Valle, Boyd, Cruz

Public Safety - Valle, Lyons, Cruz, Boyd, Castillo, Simmons, Vizzo-Paniccia

Economic & Community Development & Environment- Valle, Burns, Roman-Christy, Lyons, Mack, McBride-Lee, Brown

Miscellaneous Matters - Vizzo-Paniccia, Mack, Brown, Castillo, Boyd, McCarthy, Simmons

Contracts - Herron, McCarthy, Cruz, Roman-Christy, Pereira, Newton, Silva

Education and Social Service - Cruz, Boyd, Small, Simmons, Silva, Pereira, Lyons

Council Officers:

City Council President: Aidee Nieves President Pro Tempe: Marcus Brown Majority Leader: Jeanette Herron

Deputy Majority Leader: AmyMarie Vizzo-Paniccia

Deputy Majority Leader: Ernest Newton Deputy Majority Leader: Michelle Lyons Sgt at Arms: Rosalina Roman-Christy

Liaisons to various Boards and Commissions:

Liaison to the Chamber of Commerce: Scott Burns.

Liaison to the Fire Commission: Jeanette Herron

Liaison to the Food Policy Council: Maria Valle

Liaison to the Harbor Commission: Matthew McCarthy

Liaison to the Historic Commission: Marcus Brown

Liaison to the Housing Authority: Jorge Cruz, Tyler Mack

Liaison to the Library: Rosalina Roman-Christy, Wanda Simmons

Liaison to the Parks Commission: AmyMarie Vizzo-Paniccia

Liaison to the Police Commission: Matthew McCarthy, Maria Valle,

Liaison to the Port Authority: Aikeem Boyd

Liaison to the WPCA: Ernest Newton

Liaison to the Zoo: AmyMarie Vizzo-Paniccia

School Buildings Committee Members: Marcus Brown, Ernest Newton, Matthew McCarthy

Mayor Gamin said that the assignments to various committees would require a vote.

[Inaudible crosstalk]

** COUNCIL MEMBER HERRON MOVED TO APPROVE THE COMMITTEE ASSIGNMENTS, COUNCIL OFFICERS ASSIGNMENTS, AND LIAISONS TO VARIOUS COMMISSIONS AND BOARD ASSIGNMENTS AS PRESENTED.

** COUNCIL MEMBER CRUZ SECONDED.

Council Member Pereira said that a point of order takes precedence over all of the matters on the floor. She said that she was trying to raise the point that the City Council Rules allow any member to request a motion to be reduced to writing and distributed to the members because hearing a list of several standing Committees read rapid fire is difficult to understand. It is a City Council Rule and she was requesting that the list be sent to the Council Members prior to the vote.

Council Member Pereira stated that she would like a roll call vote on the appointment of Committees. She added that the agenda item was for the Appointment of City Council Committees. There is nothing on the agenda about officers or liaisons.

Chapter 5, Section 4a of the Charter states that the City Council President is elected for a two year terms while Section 13 references a Majority Leader and a Minority Leader. There is no reference to a President Pro Tem, Deputy Majority Leaders, or the Sergeant at Arms. Those positions do not exist in the City Charter.

The Liaison positions are also not included in the City Charter, in the Ordinances, or referenced in the City Council Rules. These other items are superfluous and not on the agenda, which is required under the Freedom of Information Act.

Council Member Newton stated that it was the legislative body's discretion to set up boards or appointments. The Council President has the authority to appoint Council Members.

Council Member Newton said that he would like to withdraw his name for Deputy Majority Leader at this time, due to some issues.

Council Member Small said that she would like to apologize but due to the fact that she was serving with DCF, she would appreciate a different Committee assignment.

Council Member McBride-Lee said that she did not hear her name called for a liaison position. Council President Nieves said that she had not assigned Council Member McBride-Lee as a liaison.

Council President Nieves pointed out that there was no way to know who would be elected as Council President before the vote, so the Committee assignment could not be sent in advance.

** THE MOTION TO APPROVE THE COMMITTEE ASSIGNMENTS, COUNCIL OFFICERS ASSIGNMENTS, AND LIAISONS TO VARIOUS COMMISSIONS AND BOARD ASSIGNMENTS AS PRESENTED PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, HERRON, BOYD, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SIMMONS, NEWTON) AND TWO (2) OPPOSED. (PEREIRA, SMALL).

MINUTES FOR APPROVAL:

- September 20, 2021
- ** COUNCIL MEMBER HERRON MOVED THE MINUTES OF SEPTEMBER 20, 2021
- ** COUNCIL MEMBER NEWTON SECONDED.
- ** THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 20, 2021 AS SUBMITTED PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, BROWN, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, PEREIRA AND NEWTON) AND FOUR (4) ABSTENTIONS (MACK, BOYD, SMALL AND SIMMONS).

PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:

- 10-21 Request from OPED to Order a Public Hearing for December 20, 2021 at 7:00 p.m. re: Proposed Resolution making certain findings required by the City and Town Development Act (As Precursor to Consideration of a Tax Incentive Development Agreement) for Steelpointe New Residential Development along East Main Street South of Stratford Avenue.
- ** COUNCIL MEMBER CRUZ MOVED THE ITEM.
- ** COUNCIL MEMBER NEWTON SECONDED.

Council Member Pereira said that this item involved a multi-million-dollar tax break and the public hearing should not be held 3 days before Christmas. It should be held after the holidays.

- ** THE MOTION TO APPROVE AGENDA ITEM 10-21 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR DECEMBER 20, 2021 AT 7:00 P.M. RE: PROPOSED RESOLUTION MAKING CERTAIN FINDINGS REQUIRED BY THE CITY AND TOWN DEVELOPMENT ACT (AS PRECURSOR TO CONSIDERATION OF A TAX INCENTIVE DEVELOPMENT AGREEMENT) FOR STEELPOINTE NEW RESIDENTIAL DEVELOPMENT ALONG EAST MAIN STREET SOUTH OF STRATFORD AVENUE PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, HERRON, BOYD, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SIMMONS, NEWTON) AND TWO (2) OPPOSED. (PEREIRA, SMALL).
- 11-21 Request from OPED to Order a Public Hearing for December 20, 2021 at 7:00 p.m. re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for a New Residential Development at Steelpointe along East Main Street South of Stratford Avenue.
- ** COUNCIL MEMBER CRUZ MOVED THE ITEM.
- ** COUNCIL MEMBER NEWTON SECONDED.
- ** THE MOTION TO APPROVE AGENDA ITEM 11-21 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR DECEMBER 20, 2021 AT 7:00 P.M. RE: PROPOSED

RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR A NEW RESIDENTIAL DEVELOPMENT AT STEELPOINTE ALONG EAST MAIN STREET SOUTH OF STRATFORD AVENUE PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, HERRON, BOYD, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SIMMONS, NEWTON) AND TWO (2) OPPOSED. (PEREIRA, SMALL).

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 03-21 Communication from Tax Collector re: Refund of Excess Payments 2012 ESA Project Company, LLC regarding 522 Fairfield Avenue, referred to Miscellaneous Matters Committee.
- 04-21 Communication from Tax Collector re: Refund of Excess Payments DRS Naval Power Systems, Inc. regarding 196 Island Brook Avenue, referred to Miscellaneous Matters Committee.
- 05-21 Communication from Tax Collector re: Refund of Excess Payments DRS Naval Power Systems, Inc. regarding 141 North Avenue, referred to Miscellaneous Matters Committee.
- 06-21 Communication from Central Grants re: Grant Submission: State of Connecticut Court Support Services Division Youth Violence Prevention Initiative (#22399), referred to Public Safety and Transportation Committee.
- 07-21 Communication from Central Grants re: Grant Submission: National Fitness Campaign Healthy City Grant Program (#22328), referred to Economic and Community Development and Environment Committee.
- 08-21 Communication from Central Grants re: Grant Submission: United States Conference of Mayors 2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#22305), referred to Economic and Community Development and Environment Committee.
- 09-21 Communication from Central Grants re: Grant Submission: Southwestern CT Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program American Rescue Plan Act Funding Bridgeport Seniors Center Recreational Activities Expansion (#22419), referred to Economic and Community Development and Environment Committee.
- 10-21 Communication from OPED re: Proposed Resolution making certain findings required by the City and Town Development Act (As Precursor to Consideration of a Tax Incentive Development Agreement) for Steelpointe New Residential Development along East Main Street South of Stratford Avenue, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

- 11-21 Communication from OPED re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for a New Residential Development at Steelpointe along East Main Street South of Stratford Avenue, referred to Joint Committee on Economic and Community Development and Environment and Contracts.
- 12-21 Communication from City Attorney re: Proposed Litigation Settlements (with Modified Conditional Participation Agreements) concerning Certain Litigation Comprised of Various Consolidated Class-Action Opioid Lawsuits Pending in the State of Connecticut, referred to Miscellaneous Matters Committee.
- ** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO CONSOLIDATE AND REFER THE FOLLOWING ITEMS TO COMMITTEE:
 - 01-21 COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED TENTATIVE AGREEMENT WITH THE CONNECTICUT ASSOCIATION OF LABOR UNIONS (CALU), (NURSES UNION) REGARDING THEIR BARGAINING UNIT CONTRACT FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2025, REFERRED TO CONTRACTS COMMITTEE.
 - 02-21 COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED TENTATIVE AGREEMENT WITH THE BRIDGEPORT SCHOOL CROSSING GUARDS ASSOCIATION REGARDING THEIR BARGAINING UNIT CONTRACT FOR THE TERM OF SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2026, REFERRED TO CONTRACTS COMMITTEE.
 - 03-21 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS 2012 ESA PROJECT COMPANY, LLC REGARDING 522 FAIRFIELD AVENUE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.
 - 04-21 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS DRS NAVAL POWER SYSTEMS, INC. REGARDING 196 ISLAND BROOK AVENUE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.
 - 05-21 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS DRS NAVAL POWER SYSTEMS, INC. REGARDING 141 NORTH AVENUE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.
 - 06-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT COURT SUPPORT SERVICES DIVISION YOUTH VIOLENCE PREVENTION INITIATIVE (#22399), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

07-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: NATIONAL FITNESS CAMPAIGN – HEALTHY CITY GRANT PROGRAM (#22328), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

08-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED STATES CONFERENCE OF MAYORS – 2022 CHILDHOOD OBESITY PREVENTION/ENVIRONMENTAL HEALTH AND SUSTAINABILITY AWARDS (#22305), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

09-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SOUTHWESTERN CT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – AMERICAN RESCUE PLAN ACT FUNDING – BRIDGEPORT SENIORS CENTER RECREATIONAL ACTIVITIES EXPANSION (#22419), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

10-21 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION MAKING CERTAIN FINDINGS REQUIRED BY THE CITY AND TOWN DEVELOPMENT ACT (AS PRECURSOR TO CONSIDERATION OF A TAX INCENTIVE DEVELOPMENT AGREEMENT) FOR STEELPOINTE – NEW RESIDENTIAL DEVELOPMENT ALONG EAST MAIN STREET SOUTH OF STRATFORD AVENUE, REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.

11-21 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR A NEW RESIDENTIAL DEVELOPMENT AT STEELPOINTE ALONG EAST MAIN STREET SOUTH OF STRATFORD AVENUE, REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.

12-21 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED LITIGATION SETTLEMENTS (WITH MODIFIED CONDITIONAL PARTICIPATION AGREEMENTS) CONCERNING CERTAIN LITIGATION COMPRISED OF VARIOUS CONSOLIDATED CLASS-ACTION OPIOID LAWSUITS PENDING IN THE STATE OF CONNECTICUT, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

** COUNCIL MEMBER HERRON SECONDED.

Council Member Pereira stated that she would like to split the question so that she and Michele could vote against two items. Mayor Gamin thanked her for her comments and called for a vote.

*** THE MOTION TO CONSOLIDATE AND REFER THE ABOVE NAMED ITEMS TO COMMITTEE PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, HERRON, BOYD, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SIMMONS, NEWTON) AND TWO (2) OPPOSED. (PEREIRA, SMALL).

ADJOURNMENT

- ** COUNCIL MEMBER NEWTON MOVED TO ADJOURN.
- ** COUNCIL MEMBER AMVP SECONDED.
- ** THE MOTION PASSED UNANIMOUSLY.

The meeting adjourned at 7:51 p.m.

Respectfully submitted,

Telesco Secretarial Services





OFFICE OF LABOR RELATIONS

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7610

ERIC AMADO Interim Director

JOSEPH P. GANIM Mayor

COMM. 01-21 Ref'd to Contracts Committee on 12/06/2021.

November 29, 2021

Honorable City Council Members Office of the City Clerk City of Bridgeport



RE: CALU Nurses - Tentative Agreement and CBA

Dear Honorable Members:

The City of Bridgeport and the Connecticut Association of Labor Unions (Nurses union) have reached a tentative agreement regarding their bargaining unit contract. Attached for your review is a copy of the signed tentative agreement as well as a red-lined copy of the collective bargaining agreement which shows all additions (underlined text) and deletions (strike throughs). Also attached is the financial impact analysis provided by the Office of Policy and Management as required by City Council Resolution: "(g) financial impact analysis – to include best reasonable estimates as to all expenditure and revenue effects of the reference if approved as requested..." This agreement is subject to ratification by the union membership and approval by the City Council.

Please note that Connecticut General Statute §7-474(b) imposes two (2) important time constraints related to action by a legislative body on this type of agreement. These are:

- 1. [The agreement] shall be submitted by the bargaining representative of the municipality within fourteen days of the date on which such agreement is reached to the legislative body which may approve or reject such request as a whole ... This agreement was signed on November 8, 2021.
- 2. Such request [to approve the agreement] shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body. Based on this language, if the City Council does not accept or reject the agreement by **December 22, 2021**, the agreement will be considered approved by operation of law.

Please note: The statutory time limit for City Council action is rigid and cannot be altered or waived. This is brought to the Council's attention in case a special meeting or agenda modification is necessary to protect the City Council's right to approve or disapprove this agreement. The next scheduled meeting of the full City Council is **December 6, 2021** and the next scheduled meeting of the Contracts Committee is **December 14, 2021**.

This office respectfully requests the City Council approve the attached negotiated agreement.

Sincerely,

Eric Amado

Director of Labor Relations

cc: Mayor Joseph P. Ganim Daniel Shamas – Chief of Staff Janene Hawkins - CAO

Tentative Agreement

September 23, 2021

- 1. Contract term: 7/1/2019 to 6/30/2025
- 2. Wage increases:
 - a. 7/1/2019: 2.0% No retro
 - b. 7/1/2020: 2.0% retroactive to date of increase
 - c. 7/1/2021: 2.0% retroactive to date of increase
 - d. 7/1/2022: 2.0%
 - e. 7/1/2023: 2.0%
 - f. 7/1/2024: 2.0%
- 3. Union accepts items agreed to (TA'd) by City and SEIU 1199 in their 10/8/2019 document with the exception of Christmas week vacation (addressed below)
- 4. Current incumbents in Public Health Nurse positions (Clinic and APRN) will be grandfathered into the benefit specified in Article 21.3. (Christmas week vacation). New occupants of these positions from any source will not be eligible for this benefit. These incumbents can be ordered in to work during Christmas week or any portion thereof at the discretion of the Health Director and paid at the negotiated 1.5X overtime rate.
- 5. Current employees grandfathered for degrees benefits specified in Articles 15.2 & 15.3. Benefit eliminated for employees hired after the date this CBA is ratified.
- 6. Tuition reimbursement amount reduced to \$1,000 for bargaining unit effective 7/1/2022. (Article 17.1)
- Within 21 days of ratification, Health benefits reset to 25% PCS for all Employees hired after 7/1/2012 PCS increases 1 % per year starting 7/1/2022 and reduce PCS cap from 50% to 33 1/3 %.
- 8. For employees who meet the eligibility requirements for retiree health benefits and retire, retiree health care frozen at dollar (\$) amount on day of retirement
- 9. Effective 1/1/2022 Juneteenth added to list of recognized holidays.

10. Parties agree to work collaboratively on CBA language cleanup (housekeeping items) related to U.S. Supreme Court Janus decision and transition from SEIU 1199 to CALU.

For the Union

For the City

Fristina Agapito Barbara Resnick Kristina Agapi to November 8, 2021

+
FINANCIAL IMPACT OF NURSE UNION TENTATIVE AGREEMENT JULY 1, 2019 THROUGH JUNE 30, 2025
FY20 =2.00% FY21 =2.00%
FY2020 FY2020 FY2021
Pay Annual 7/1/2019 FY2020 7/1/2020 Salary Increase Compounded Increase
% %
2.00% 2.00% 2.00%
2,071,290 41,426 41,426
2,071,290 41,426 41,426 42,254

AGREEMENT

BETWEEN

THE CITY OF BRIDGEPORT

and

NEW ENGLAND HEALTH CARE EMPLOYEES UNION
DISTRICT 1199/SEIU
CONNECTICUT ASSOCIATION OF LABOR UNIONS (CALU)

July 1, 20122019 to June 30, 20192025

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I. THE UNION AND UNION SECURITY

PREAMBLE

The following agreement entered into by and between the City of Bridgeport (hereinafter called the "Employer"), and the New England Health Care Employees Union, District 1199/SEIUConnecticut Association of Labor Unions (CALU)/Bridgport Nurses with its offices at 77 Huyshope Avenue, Hartford 781 Boston Post Road, Suite 586, Madison, Connecticut, (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of said Employer, as hereinafter defined, now employed and collectively designated as the "Employees".

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

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement, as hereinafter provided employees in the classifications of School Health Nurse, Public Health Nurse and Nurse Practitioner as certified by the Connecticut State Board of Labor Relations Decision No. 5138 [ME-34058]
- 1.2 The Union recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative(s) of the Employer for the purpose of collective bargaining and contract administration.

ARTICLE 2 - DEFINITIONS

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

- health status; understands and complies with confidentiality of patient records; assists in ensuring compliance with health laws and regulations.
- 2.2 School Health Nurse A Bridgeport School Health Nurse is a Registered Professional Nurse who, under the direction of the Director of Public Health, reporting to the Superintendent of Schools or his/her designee appraises individual and family health needs and hazards - existing or potential; provides health counseling (including emotional support) to individuals, families, schools, other organized settings, consults with and refers families to appropriate personnel within the City Health Department, school system or community services; carries out nursing duties contributing to diagnosis. treatment and rehabilitation; gives, arranges, teaches or supervises nursing for sick and injured; works with other health or health-related personnel as a member of a multi-disciplinary team geared to the solution of health and medical problems; prepares reports and other activities, incidents and patient health status; understands and complies with confidentiality of patient records; assists in ensuring compliance with health laws and regulations.
- 2.3 Nurse Practitioner, as a primary care provider, assesses the health status of patients to detect the presence of health problems. Manages health problems of patients in accordance with physician approved standing orders which include suitable referrals, therapeutic procedures and the administration of medication or immunization. The Practitioner supervises clinic aides and outreach workers and performs related work.
- 2.4 The generic term Nurse, (s), when used in this Agreement refers to both Public Health Nurses, School Health Nurses and Nurse Practitioners.

ARTICLE 3 - UNION SECURITY¹

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

¹ The language of this article was negotiated in good faith by the parties prior to the US Supreme Court decision of June 27, 2018 (Janus v. AFSCME Council 31). Revised language is currently under development.

covered by this Agreement and hired on or after its effective (execution) date shallmay, on the 31st day following the beginning of such employment become and remain members in good standing in the Union, or. All members in good standing shall pay to the Union appropriate agency fees duringsuch dues as designated by the term of this Agreement. Union. All such dues, and fees, shall be automatically payroll deducted and remitted to the Union.

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

ARTICLE 4 - CHECK OFF

- 4.1 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such written employee authorization, deduct from the wages due said Employee each week, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.
- 4.2 Employees who do not sign written authorizations for deductions <u>mustmay</u> adhere to the same payment procedure by making payments directly to the Union.
- 4.3 The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.
 - Notwithstanding (a), (b), (c), or (d) above, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employees of the obligation to make the required dues and initiation payment pursuant to the Union By-Laws in order to remain in good standing.
- 4.4 The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues week involved, shall have failed to receive sufficient wages to equal the dues deductions.
- 4.5 Each month the Employer shall remit to the Union all deductions, dues and initiation fees made from the wages of Employees for the preceding week, together with a list of all Employees from whom dues and/or initiation fees have been deducted. Said list shall include the Employment number.

- 4.6 The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, employment number, classifications of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leaves of absence.
- 4.7 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 4.8 It is also agreed that neither any Employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.
- Upon the receipt of a written authorization from an Employee, in thea form annexed hereto as Exhibit Bprovided by the union, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, the sum specified in said authorization by the Union and remit same to the New England Health Care Employees Union, District 1199, Political Action Fund, 77 Huyshope Avenue, Hartford, Connecticut Association of Labor Unions, (CALU), 781 Boston Post Road, Suite 586, Madison CT 0610606443. An Employee may revoke such authorization by written request to the Employer. The Union agrees to indemnify Employer's compliance with this provision.

ARTICLE 5 - UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

- 5.1 No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in the Grievance Procedure.
- 5.2 The staff representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, <u>Delegates Board members</u> of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union staff representative finds it necessary to enter a department of the Employee for this purpose, he/she shall first advise the Administrator or the head of the department or his/her designee in person, as the Employer shall state by E-mail.
- 5.3 A <u>delegate Union Board member</u> intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Employer. Such visits shall only be

- denied by the Employer because of operation requirements but in no event later than the start of the next regular shift.
- 5.4 The Employer shall provide space on existing Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. The Union agrees that the notices and material posted shall not contain derogatory comments or attacks against the City, its departments, agencies or officials.
- 5.5 The work schedules of Employees elected as Union <u>DelegatesBoard Members</u> shall be adjusted to permit attendance <u>only</u> at regular <u>delegateUnion</u> assembly meetings provided Employer operations shall not be impaired.

ARTICLE 6 - PROBATIONARY/PROMOTIONAL EMPLOYEES

- 6.1 Newly hired Employees shall be considered probationary for a period of three (3) months from the date of employment. The probationary period may be extended for an additional three (3) month period with the approval of the Union and the Employer. The Union shall not unreasonably deny such extension.
- 6.2 During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The end of the probationary period shall be upon completion of his/her shift on their last probationary day.
- 6.3 Employees promoted to probationary, provisional or acting position shall have the right to return to the bargaining unit with adjusted Bargaining Unit Seniority, within one year of the acceptance of said position. Adjusted Seniority shall mean seniority minus the length of time out of the Bargaining Unit. The one (1) year period shall not be extended.

ARTICLE 7 - SENIORITY

- 7.1 <u>Definition</u> Seniority is defined as the length of continuous municipal service except for bidding, lay-off and recall purposes under this Agreement. For bidding, lay-off and recall purposes, Bargaining Unit Seniority shall apply. School Nurses and Public Health Nurses have no rights to cross over between the City of Bridgeport and the Board of Education except for layoff and recall. "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employed in a <u>1199CALU</u> bargaining unit position within the City of Bridgeport covered by this collective bargaining agreement with the employer as stated in <u>Side letter #1 of this Agreement.</u> 7.9 below.
- 7.2 Accrual An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

- 7.3 Bargaining unit seniority shall accrue during an approved leave as identified in Article 22 provided that the employee returns to work immediately following the expiration of such leave.
- 7.4 Seniority as defined herein shall be applied to all requests for transfers where vacancies occur.
- 7.5 When a vacancy occurs or a new position is created that the City intends to fill on a permanent basis, the following procedure shall apply:
 - a) The vacancies or positions will be posted for a period of five (5) days, excluding weekends and holidays.
 - b) The posting will identify the position, title, job description, salary, work location, and schedule.
 - c) The position will be awarded, after bidding on the basis of Bargaining Unit Seniority, culture requirement and qualifications based on licensure.
 - d) The City will not fill such vacancies in an arbitrary and capricious manner.
 - e) Should no current Employee possess the necessary qualifications, the City may seek an outside hire. The City shall date and time all applications and the new hire shall accrue seniority as stated in 7.2.
 - f) The City may fill such vacancy temporarily if an emergency exists. However, the definition of the emergency and the filling of such a vacancy must be discussed with the Union. The discussion shall include the length of the temporary need and any other particulars about the vacancy.
 - g) Employees must apply within the posting period to be considered under Section 7.5 above.
- 7.6 The following shall apply to all School Health Nursing assignments:
 - a) Every three (3) years School Health Nurse shall bid on assignments. The bidding procedure will begin in June. The effective date of any change shall start two (2) weeks prior to school opening. Bidding commenced in 1986 and will continue every three (3) years thereafter.
 - b) Assignments shall be filled based on Bargaining Unit Seniority and cultural requirements. Everything being relatively equal, Bargaining Unit Seniority shall prevail.
 - c) Bidding: For the purposes of bidding, School Health Nurse will bid every three (3) years based on Bargaining Unit Seniority.
- 7.7 Should a vacancy in an assignment occur during the year the following shall apply:
 - a) The position may be filled on a temporary basis until two (2) weeks before the start of school.

- b) On June 1, of non-bidding years, open positions/assignments shall be posted and assignments shall be awarded as written in Section 7.5.
- c) The new hire will go to the former assignment of the <u>School</u> nurse who is awarded the vacant position.
- 7.8 If a <u>School</u> nurse's assignment is eliminated and another assignment is available, that <u>School</u> nurse shall fill it temporarily until the end of the school year, then 7.5, 7.6 or 7.7 shall apply. If no assignment is available, the employer shall comply with Article 8, Layoff and Recall.
- 7.9 Any Public Health Nurse shall bid to any School Health Nurse vacancies by July 1, 2009. After this bidding between the Public Health Nurse and School Health Nurse shall be closed, but there shall be a reopener to discuss the issue of bidding only. This does not include the normal bidding process for School Health Nurse that takes place every three (3) years. The parties to this Agreement shall meet for this reopener starting April 1, 2010, and shall reach a TA or Memorandum of Understanding on this issue by June 1, 2010. (See Side letter, effective September 17, 2011)
- 7.9 The parties have agreed that for the purposes of bidding for assignments and vacancies only, seniority shall be defined as the length of continuous employment in a CALU bargaining unit position in the City of Bridgeport covered under this collective bargaining agreement (i.e. Public Health Nurse or Nurse Practitioner). This clarification shall not be construed as to increase or decrease any current or future employee' benefits, bidding rights, or working conditions but shall mean that any employee hired into the bargaining unit after the date of ratification shall have their bidding seniority defined differently than their bargaining unit seniority

ARTICLE 8 - LAYOFF AND RECALL

- 8.1 In the event the Employer makes a reduction of hours or lays off bargaining unit members the Employer shall notify the Union four (4) weeks in advance of the reduction or lay-off. The Employer shall give each Nurse affected a four-week written notice of such reduction or lay-off or pay in lieu thereof. The Union may request a meeting to avoid or mitigate said reductions or lay-off.
- 8.2 Seniority shall mean length of continuous employment with the <u>1199CALU</u> Bargaining Unit. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 8.3 In the event that the Employer makes a reduction in the number of Employees covered by this Agreement, Employees with the least seniority

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

II. MANAGEMENT AND THE WORK PLACE

ARTICLE 9 - MANAGEMENT RIGHTS

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

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

ARTICLE 10 - HOURS OF WORK

- 10.1 The normal hours of work for the Public Health Nurses and School Health Nurse will be as follows: 8:00 AM to 3:30 PM - Monday through Friday.
 - The normal hours for the Clinics will be as follows: 8:00 AM to 3:30 PM Monday through Friday.
 - Nurses will have a one-half (1/2) hour lunch period, not to be used for travel nor any other work duties.
- 10.2 The overtime rate for all Employees covered by this Agreement will be time and one-half the regular hourly rate for all hours worked in excess of the normal working hours.

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

ARTICLE 11 - NEGOTIATIONS AND CONFERENCES

- 11.1 The City agrees that the members of the Union's Negotiating Committee engaged during normal work day negotiations or special conferences on behalf of the Union with the City during the term of this Agreement, shall be entitled to release time, within reason, without loss of salary. The Union also agrees to meet for purposes of negotiation on off-duty time at least to the same extent as the released time.
- 11.2 Not more than five (5) nurses, 1 from clinic, 4 school nurses, representing the Union shall be released at the same time.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.1 A grievance shall be defined as a dispute which may arise over the interpretation, application or meaning of this Agreement, or any alleged breach thereof, and shall be processed and disposed of in the following manner:
 - Step 1. The aggrieved Employee, who shall be represented by a representative of the Union, shall present the facts to his/her immediate supervisor within ten (10) working days of the date on which the grievance or dispute arose or within ten (10) days of the time the Employee knew of the grievance or dispute. The immediate supervisor shall render his/her decision to the Employee and the Union representative within five (5) working days from the date the grievance was presented.
 - <u>Step 2</u>. If the grievance is not resolved in Step One, the Union representative shall reduce the grievance to writing within five (5) working days and present it to the department head. It shall include:
 - a. A statement of the grievance and the facts involved.
 - b. The remedy requested.

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

<u>Step 3</u>. If a grievance is not resolved at Step Two, the Union representative shall present it to the Office of Labor Relations within five (5) working days after the decision of the department head is received. If requested by the

Union, the Office of Labor Relations shall meet with interested parties no later than five (5) working days after the receipt of the grievance and in any case shall render his/her decision in writing within ten (10) days of receipt of the grievance.

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

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

The decision rendered by the American Arbitration Association, regardless of the initiating party, shall be final and binding on the parties. It is mutually understood and agreed that no probationary Employee at the entrance level shall have access to the grievance procedure where the issue is one of his/her discipline or discharge, and no probationary Employee in any promotional classification shall have access to the grievance procedure where the issue is one of his/her demotion.

A grievance initiated by the employer shall be processed in the same manner as above but may be initiated at Step 2 by submitting the grievance to the Union Representative.

- 12.2 Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
- 12.3 A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union Representative.

ARTICLE 13 – DISCIPLINARY ACTION

- 13.1 The City shall have the right to maintain discipline and efficiency and shall have the right to discharge, suspend, or discipline an Employee for just cause.
- 13.2 The City will notify the Union in writing of any discharge or suspension by mailing notice of discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. Said notice shall be sent to the Union Office, in Hartford, by First Class Mail or e-mail with a copy to the Union

president(s), and notice shall be considered given on the date mailed. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the City within ten (10) working days from the date of receipt of notice of suspension or discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, however, commencing at Step 3 of the grievance machinery.

- 13.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays, and Holidays.
- 13.4 (a) In the case of an employee who has received a verbal warning and where a period of one (1) year has elapsed without the employee's having received any further discipline, or in the case of an employee who has received a written warning and where a period of eighteen (18) months has elapsed without the employee's having received any further discipline, the City shall, upon request, remove the aforesaid warning from the employee's file.
 - (b) Nothing which might result in disciplinary action shall be placed in an employee's file without the employee's knowledge. Employees shall have the right to review and grieve any material if it is placed in their personnel file. No uninvestigated note, memo or complaint which might result in disciplinary action shall be permitted in the personnel files of bargaining unit members

ARTICLE 14 - DRUG TESTING

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

III. MONATARY PAYMENTS

ARTICLE 15 - SALARIES

15.1 Negotiated wage increases summarized below and calculated wage tables are attached as Appendixes A.

Effective Date	Increase	Retroactivity
7/1/20122019	2.0%	None
7/1/20132020	2.0%	Retro to 7/1/2020
7/1/20142021	2.50%	Retro to 7/1/2021
7/1/2015	ELL MANAGEMENT	2.5%
7/1/20162022	2.0%	N/A
7/1/20172023	2.0%	N/A
7/1/20182024	2.0%	N/A

All increases are across the board and on all steps; retroactive wage increases for 7/1/2012, 7/1/2013, 7/1/2014, 2020 and 7/1/2015, to be made as a lump sum payment upon ratification of contract.

- 15.2 Compensation of three hundred and fifty (\$350) dollars annually shall be granted to a Public Health Nurse and School Health Nurse having sixty (60) or more credits towards a BS Degree in nursing, public health or a directly related nursing field from an accredited school. This benefit shall not be available to employees hired after the ratification date of this 2019-2025 CBA.
- **15.3** a) Compensation of five hundred (\$500) dollars annually over and above the annual salary shall be granted to nurses having a BS Degree in nursing, public health or a directly related nursing field from an accredited school.
 - b) Compensation of six hundred (\$600) dollars annually shall be granted to nurses having a Master's Degree in nursing, public health or directly related nursing field from an accredited school. These sums are payable in a lump sum to those eligible on or about October 1, of each year.
 - c) The benefit specified in a) and b) above shall not be available to employees hired after the ratification date of this 2019-2025 CBA.
- 15.4 <u>School</u> Nurses who bid to work at schools during the summer will receive a rate of \$37.50 per hour. Bidding for this work will be based on seniority.
- 15.5 All personnel shall be advanced within the salary range in accordance with the established practice.
- 15.6 Educational qualifications and previous experience shall be taken into consideration in determining the starting salary for new Employees. A nurse who has been actively engaged in the nursing profession, upon being hired, shall be given credit for such experience in the following manner:

- a) If the experience has been in the public health field, is of a character satisfactory to the City, the Public Health Nurse and School Health Nurse shall be hired on Step II.
- b) Department Heads may, with the approval of the Director of Labor Relations, hire a Nurse Practitioner at a higher step above entry level.
- 15.7 A part-time Employee shall be defined as an Employee who works nineteen (19) hours a week or less.
- 15.8 All Nurses will go to be paid by direct deposit effective 7/1/2010. The pay schedule for the Nurses will remain 52 weeks. Direct Deposit shall be mandatory for all employees covered by this agreement effective 7/1/2016.
- 15.9 Longevity Effective July 1, 2005, each employee who has or will have five

 (5) or more years of continuous municipal service, of said contract year, shall receive an annual payment calculated by multiplying the sum of seventy

 (\$70) dollars by the number of years of such completed service.
- Such payment shall not exceed eighteen hundred dollars (\$1,800) per annum.
- 15.10 Any employee covered by this CBA who separates employment with the City for any reason between the date of ratification and the date the retroactive pay raises are issued will receive their full retroactive pay at the same time checks are issued to active employees.

ARTICLE 16- REIMBURSEMENT

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

ARTICLE 17 - TUITION REIMBURSEMENT

- 17.1 The City and the Union has mutual recognition of the advantages to the City for Employees to continually improve themselves through additional training and education programs, agree as follows:
 - a) The City shall reimburse each employee for the cost of tuition up to two hundred (\$200) dollars per credit for undergraduate courses and two hundred (\$200) dollars per credit for graduate level courses plus the cost of books and all registration, lab and other fees related to the course. Payment shall be made within sixty (60) days of submission of their cost to the labor negotiator and upon satisfactory completion at a Grade C or better for each course or a pass grade in a pass/fail course, at an accredited college or university in subject taken towards advanced degrees in nursing or directly related nursing field. Each employee will be limited to nine (9) credits per fiscal year. The employee must apply and obtain written approval of the City's Labor Relations Director in advance of

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

Effective July 1, 2002 2022, the tuition reimbursement expenditures shall be increased reduced and capped at tenone thousand (\$101,000) dollars per fiscal year for all the bargaining unit members.

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

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

If at the end of any fiscal year the \$101,000 cap on tuition reimbursement has not been reached, then employees who have previously gotten reimbursement in that fiscal year will receive reimbursement for any amounts they have expended for tuition in that fiscal year, which were not reimbursed. Such amounts will be distributed prorated to eligible employees if necessary but will not, in any event, exceed the tuition payment actually expended by the employee over and above the amount previously reimbursed or exceed the unit cap. In the event that any money is not used, then said sum shall revert back to the City.

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

IV. BENEFITS

ARTICLE 18 - EMPLOYMENT - HEALTH BENEFITS, SAFETY, HEALTHLIFE INSURANCE AND RETIREMENTS

- 18.1 The City shall provide and pay for Health Benefits for all employees and their enrolled <u>eligible</u> dependents as follows:
 - a) "Medical and Prescription Drug Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Connecticut

 Partnership Plan (including Schedule of Benefits as revised and effective July 1, 2010),2.0 a copysummary of which is annexed to the originals of this Contract and is on file with the City and the Union (the "Medical Plan"), see as Appendix F).B.
 - b) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 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 drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty five dollars (\$25.00) for all other drugs (The "Prescription Drug Plan").
 - Employees must use mail order for prescription drug refills for Maintenance drugs on the list maintained by the City's pharmacy benefits manager after three (3) refills or the co-payment double at retail. Such double co-payment shall only apply to drugs which can be ordered by mail. There shall be a limit of thirty (30) days supply for any single prescription at retail.
 - e)b) The twenty Twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
 - d)c) The Vision Service Plan, or its equivalent, as outlined and attached hereto as Appendix GC.
- 18.2 The City will provide and pay for the cost of a Group Life Insurance Policy in the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment for all employees.
- 18.3 Retirees Employees who meet the benefits eligibility requirements specified in this article and retire prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care Medical and Prescription Drug Benefits as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s). For purpose of this Article (A) "retirees retiree" shall mean:

- A For employees <u>hired on or before 6/30/2012</u> who: (1) have completed fifteen (15) years of continuous municipal service and are age fifty five (55) or who have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B; and (B) retirees must accept Medicare Part B coverage if eligible. Connecticut Municipal Employee Retirement System (CMERS);
- 18.4 B For employees hired on or after 7/1/2012 but before 7/1/2016: at retirement will only be eligible for health benefits upon retirement if they have a minimum of twenty-five (25) years of continuous service.
 - C Regardless of the date of hire, retirees must accept Medicare Part B coverage if eligible.
- 18.4 Retiree medical For benefits eligible employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and prior to the expiration of this Agreement, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan.

 Such The cost of retiree medical benefits for such retirees, and their surviving spouses, shall make be frozen at the dollar amount for employee contributions to coverage provided for hereinhealth benefits on the day they retired. Coverage for surviving spouses shall terminate upon remarriage.
- 18.5 Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.
- 18.6 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 18.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plan Insurance as specified in Section 18.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative cost.
- 18.7 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 18.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing, and payment of claims at least equal to those specifically provided for in Section 18.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of

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

- 18.8 The City shall provide a payment of two thousand (\$2,000) dollars in lieu of health the benefits described in Article 18.1 for employees that who waive such coverage, in the amount of five hundred (\$500) dollars per year.

 Effective July 1, 2009, the payment shall increase to \$1,000 in lieu of health benefits. Effective July 1, 2010, the payment shall increase to \$1,500 in lieu of health benefits. Effective July 1, 2011, the payment shall increase to \$2,000 in lieu of health benefits.
- 18.9 The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payment.
 - The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.
- 18.10 Premium Cost Share (PCS) contributions Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement and before the expiration of this Agreement shall, effective July 1, 2005, contribute ten percent (10%), a percentage as described below of the Premium Cost as defined in this Section for the Medical Plan and Prescription Drug Plan. Effective July 1, 2008, such contribution shall increase to twelve percent (12%). Effective July 1, 2009 such contribution shall increase to fifteen percent (15%). Effective July 1, 2010, such contribution shall increase to eighteen percent (18%). Effective July 1, 2011. such contribution shall increase to twenty one percent (21%) and Effective-June 30, 2012, such contribution shall increase to twenty five (25%). Benefits. 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 Consolidated Omnibus Budget Reconciliation Act ("COBRA").

- 18.11 (a) Employees hired on or before 6/30/2012 will have their PCS percent capped at twenty-five percent (25%) throughout their employment and into retirement. Any employee who retires prior to June 30, 2012 will have the PCS and co pays capped at the percent they are currently paying at the time of retirement. This provision (previous sentence) shall sunset at the expiration of the contract effective June 30, 2012.
- 18.12 Employees hired after 6/30/2012 (b) Within 21 days of the date when this CBA is ratified, all active members will start at twenty-five percent (25%) have their PCS, with a one percent (1%) increase per year up_contributions reset to fifty percent (50%), and will be capped at fifty percent (50%). All new hires will 25%. Going forward, members of the Union who were hired on or after July 1, 2012 shall pay a PCS contribution for their health care insurance according to the following schedule:

Within 21 days of ratification	25%
July 1, 2022	26%
July 1, 2023	27%
July 1, 2024	28%
PCS contributions shall increase year on July 1st of each year,	
33 1/3 % is reached	

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

- 18.11 Employees hired on or after 7/1/2012 but before 7/1/2016will only be eligible for health benefits upon retirement if they have a minimum of twenty-five (25) years of service. (No more fifteen (15) years plus age fifty-five (55)).
- 18.12 Employees hired on or after July 1, 2016 shall not be eligible for post—employment health benefits.
- 18.13 a) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amount contributed for health benefits and for ehild-carechildcare from the gross income of the employee for tax purposes.
 - b) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party. Participation in the plan shall be voluntary.

- 18.14 a) For employees hired prior to July 1, 2016, who meet the eligibility requirements for post-employment health benefits who retire en or afterduring the expiration term of this contract and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or, if eligible and appropriate due to age, and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the dollar amount of such contributions at retirement, plus an increase in and shall be fixed at such contributions as such increase may exist from time to timedollar amount throughout retirement.
 - b) If any employee who meets the eligibility requirements for postemployment health benefits, retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for, and if eligible obtain, such Alternative Coverage provided that the Alternative Coverage shall not exceed in premium costs and/or contribution to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in lieu of the Alternative Coverage. The retiree and the retiree's spouse shall remain in the City's Plan even if Alternative Coverage is obtained, but the City's Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for Alternative Coverage or the retiree's premium cost and/or contribution would be more than the retiree's payment for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have Alternative Coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contribution.
- 18.15 Flu Shot Annual flu shot paid by employer. (Appendix B Medical Insurance)

ARTICLE 19 - RETIREMENT

All employees shall be covered by the Connecticut Municipal <u>Employees</u> Retirement System (CMERS)

V. HOLIDAYS AND LEAVES

ARTICLE 20 - HOLIDAYS

- 20.1 The following shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Junteenth (effective 1/1/2022), Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, and any holiday officially proclaimed as such by the President of the United States, Governor of the State of Connecticut, or the Mayor of the City of Bridgeport.
- 20.2 Employees shall not normally be required to work on any of the aforesaid holidays and shall receive their full weekly salary in each week in which such holidays may occur.
- 20.3 If any such holiday falls on a Sunday, the following Monday shall be deemed the holiday. If any such holiday falls on a Saturday, the preceding Friday shall be deemed the holiday.
- 20.4 If any such holiday shall occur during the vacation of any Employee, the Employee shall receive an additional day's vacation in lieu thereof.
- 20.5 Any Employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

ARTICLE 21 - VACATIONS

- 21.1 Only twelve (12) month employees accrue vacation time.
- 21.2 Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation pay for each month of such continuous service, but not to exceed one (1) calendar week in the contract year such services are rendered. In each contract year, any Employee with one (1) or more years of such municipal service, but less than five (5) years of such service, shall receive two (2) weeks vacation with pay. In each contract year any Employee with five (5) or more years of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any Employee with ten (10) or more years of continuous municipal service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Any Employee with twenty (20) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.
- 21.3 A) School Nurses will not be required to work during the Christmas recess when schools are not in session. However, such recess shall not exceed five (5) days, exclusive of Christmas Day and New Year's Day.

- B) Current incumbents² in Public Health Nurse positions (Clinic and APRN) will be grandfathered into the benefit specified in A) above. New occupants of these positions from any source will not be eligible for this benefit.

 These incumbents can be ordered in to work during Christmas week or any portion thereof at the discretion of the Health Director and paid at the negotiated 1.5X overtime rate.
- 21.321.4 School Nurses will not be required to work on any day when schools are closed because of weather conditions, except that when schools are closed for energy saving purposes, <u>School</u> Nurses will be required to work.
- 21.5 Time for vacations shall be granted on the basis of Bargaining Unit Seniority.
- 21.6 a) Employees covered by this Agreement may exercise the option of carrying over only one (1) week of unused vacation time from one (1) contract year/vacation year to the next contract/vacation year.
 - b) Employees with two (2) weeks vacation may exercise the option of carrying over one (1) week of unused vacation time from one (1) vacation year to the next vacation year, but are not eligible for the option of payout for unused vacation time.
 - c) Employees with three (3) weeks or more vacation in addition to the carryover option set forth in in (b) above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carryover and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.
 - d) Employees with four (4) weeks or more weeks vacation, in addition to the carry over option set forth in (b) above, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those weeks worked. An employee eligible for both carry over and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.
 - e) Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payouts shall be paid to the employee at the end of the vacation year, on or about April 1st, in which the election is made.

² Deirdre Gruber, Kristina Norko-Agapito, Zilka Lebron and Migdalia Muniz

- 21.7 For the purposes of this Article, vacation may start and end on any day with prior approval of the appropriate department. Such approval shall not be unreasonably withheld.
- 21.8 The School Health Nurses will be able to carry over any remaining vacation days and use them over the life of this contract. Or they may opt to receive a payout of such vacation time at fifty percent (50%) buy out rate. School Health Nurses must let the Board of Education /City of Bridgeport know which option they choose by 8/31/2009. If they choose the buy out option, they will receive payment of such by 10/2/2009.

ARTICLE 22 - LEAVE PROVISIONS

22-.1 Sick Leave.

- a) "Effective July 1, 1995, Employees hired prior to July 1, 1995 shall earn fifteen (15) sick days per year. Sick days shall be earned at one and a quarter (1.25) days per month. Those Employees hired after July 1, 1995, shall earn ten (10) sick days per year to be allotted in the following manner: five (5) on July 1st and five (5) on January 1st of each year. Employees hired prior to those days shall receive a projected prorated share of full month's service between hire date and July 1st or January 1st, whichever comes sooner.
- b) Effective July 1, 1992, unused sick leave may be accumulated up to a maximum of two hundred and fifteen (215) days.
- c) Any Employee absent from duty because of an illness or injury covered by the City of Bridgeport Workers' Compensation shall not be considered on sick leave.
- **d)** A medical certificate acceptable to the appointing authority is required:
 - i) For frequent or habitual absence from duty or when, in the opinion of the appointing authority, there is reasonable cause for requiring such a certificate
 - (ii) For a period of absence consisting of more than five (5) working days.
- e) Upon retirement, Employees shall receive a pay out equal to fifty (50%) percent of accumulated days to a maximum of two hundred and fifteen (215) days. All sick time accumulated as of June 30, 1992, shall be paid upon retirement at eighty-five (85%) percent of the maximum accumulation of one hundred and eighty-five (185) days at the value of the Employee's hourly and daily rate on that date unless used prior to retirement.

Upon the death of an Employee who has twenty (20) or more years of service, the amount of sick leave time shall be payable, as computed above, to his/her

beneficiary, as designated by the Employee under the terms of the Connecticut Municipal Employees Retirement Fund.

- f) Any nurse who is absent without authorized leave or without calling in as required under the current practice for five (5) days or longer, will be considered resigned from employment with the City of Bridgeport.
- 22.2 Leave Provisions A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one (1) year, except as otherwise defined in this contract. No leave without pay shall be granted except upon written request of the employee and a declaration by that employee that he/she will serve the City for at least one (1) year after his/her return from such leave.

Whenever granted, such leave shall be approved in writing and signed by the department head and the Director of Labor Relations. Should the nature of the position require a permanent replacement, upon granting of the leave, the employee shall be notified of that. Upon returning from the leave the employee shall be placed in a substantially equivalent position in which he/she has demonstrated that he/she can perform effectively while in City service.

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

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

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

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

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

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

- b) Parental leave, shall, upon written request to the department head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Section 22.3a. During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this Agreement at their own expenses, and (b) accrue seniority for all benefits thereto provided by this Agreement.
- 22.4 Military Leave Leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof shall be granted in accordance with the applicable law.
- 22.5 Education Leave Employees with (2) or more years of continuous municipal service may request, in writing, from the department head and civil service, an unpaid educational leave for a period of time not to exceed one (1) year in duration. Such leave shall not be unreasonably denied provided, however, that the proper and efficient operation of the department shall be good cause for denial. During this leave period, if granted, and if requested in writing by the employee, the employee shall be allowed to continue to participate in City sponsored healthcare insurance programs as provided by this agreement at their own expense. Failure to pay any required premiums within 30 days of the payment due date shall result in cancellation of insurance coverage.
- 22.6 Bereavement Leave Each Employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall continue through and include the day of burial, except that in no event shall such leave be more than three (3) days. For purposes of this Article, the term "immediate family" shall mean and include the following: mother, father, mother-in-law, father-in-law, sister, brother, spouse, domestic partner, child, grandparent, grandchildren and foster parents. Any other bereavement leave or any extension of the above leave shall be charged to the Employee's sick leave account.

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

22.7 Personal Days -Employees covered by this Agreement shall be granted four (4) personal leave days, with pay, for personal business. A request for personal leave for which an Employee is eligible in conformity with the foregoing shall not be unreasonably denied, provided however, that the

proper and efficient operation of the department shall be good cause for denial. Such request must be made twenty-four (24) hours prior to the requested day(s) off except in an emergency.

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

- 22.8 Family Medical Leave As provided by the 1993 Family and Medical Leave Act (FMLA), and pursuant to the City's FMLA Policy, all eligible City of Bridgeport employees shall be entitled to time off in accordance with the applicable law.
- 22.9 Jury Duty Leave Nurses shall be granted time off for jury duty.
- 22.10 Return from a Leave An Employee returning to work from an approved leave, of one (1) year or less, or as otherwise allowed for within this contract, shall be reinstated to the same position held prior to the commencement of the leave, or to a position of like status and pay, provided such Employee has complied with the requirements of the hereinbefore leave provisions.

ARTICLE 23 - WORKERS' COMPENSATION SUPPLEMENT

- 23.1 In the event that an Employee is required to be absent from work due to a job-related accident and, as a result thereof, has been determined to be entitled to compensatory Workers' Compensation payments pursuant to the state statute, such Employee shall be paid the difference between seventy-five (75%) percent of that Employee's regular straight-time weekly earnings and the amount of the weekly Workers' Compensation pay for each of the fourth (4th) to thirteenth (13th) weeks during which the Employee is thus required to be absent from work.
- 23.2 Absence from work required by virtue of a job-related accident determined to be compensable under the Workers' Compensation statute shall not reduce the sick leave allowance of the Employee which has been accumulated pursuant to Article 22 of this Agreement.
- 23.3 Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation Managed Care Plan, as may be modified from time to time.
 - As provided in Section 22.2 of Article 22, the maximum length of disability, for an accepted work related injury, shall not exceed twelve (12) months. The Director of Labor Relations may extend this period when there are extenuating circumstances and the anticipated return date is within a specified time not to exceed an additional sixty (60) days.
- 23.4 Modified Duty If an Employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the Employee return to a modified duty position. Such work shall be within the

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

VI. MISCELLANEOUS

ARTICLE 24 - NO DISCRIMINATION

- 24.1 Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, union membership, sexual orientation or disabilities.
- 24.2 Nothing in this agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act.

ARTICLE 25 - CONDITIONS OF EMPLOYMENT

- 25.1 Appointment of Position
 - a) Confirmation of appointment, job description and salary shall be in writing and given to each Employee by the appointing authority.
 - b) Personnel policies in effect shall be in writing and a copy available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources, and a copy given to the Union Delegates.
- 25.2 A copy of the contract shall be available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources Department, Supervisors and the Union Office.
- 25.3 Time for participation in educational institutes, workshops and meetings which will improve the individual's on-the-job performance shall be granted on a rotating basis, subject to the necessity for efficient operation of the respective department.
- 25.4 Educational seminars for all nurses are at the discretion of the appropriate department head.
- 25.5 The City agrees to provide a total of eight thousand (\$8,000) (\$7,500 Public Health Nurses and School Health Nurses, \$500 Nurse Practitioners) dollars

per year for the purpose of conducting in-service training for nurses and attending out of town conferences. A quarterly An accounting of these funds will be provided to the Union upon request. A Management-Union Committee will be established to monitor the usage of these monies. The Management-Union Committee for nurses will consist of four (4) memberseach, two (2) appointed by the Union and two (2) appointed by Management for each department the City's Director of Health. At the end of each fiscal year, all unexpended funds will be returned to the City's general fund.

- 25.6 A Management-Union Committee will be established to meet regularly to discuss staffing issues and concerns related to necessary and adequate equipment, materials and training to all employees.
- 25.7 Labor Management Committee The parties agree to meet and discuss issues of concern and importance to each. Such meetings will occur every quarter (or more often as agreed) and either party may submit items for discussion. The Employer and the Union shall each designate their own committee members, and the committee membership may vary from month to month based on the agenda items or for other reasons but will be capped at 5 bargaining unit members (1 from the clinic and 4 from the schools) if on work time.
- 25.8 For the purposes of resignation and rehiring:
 - a) A four (4) week written notice of resignation shall be given by any nurse wishing to resign. The Union shall be notified of any resignation of any bargaining unit member at the time of such resignation. A copy of the resignation letter shall be provided to the Union at the time that it is received by the City.
 - b) Any nurse who resigns in good standing may, within six (6) months, request that the resignation be withdrawn and request reinstatement with Adjusted Seniority. For the purposes of validating a rescinded resignation, the letter rescinding the resignation must be notarized with the time and date of the request to rescind the resignation.
 - c) If any employee withdraws their resignation within six (6) months, as provided for in this article, the City will forward a copy of the letter to rescind the resignation, and the request for reinstatement to the Union. The City shall, at the time it receives the request to rescind the resignation, provide to the Union and the employee a written response stating if a position is open, funded and available to be filled. The employee must be willing to immediately accept any such open position in order to secure Adjusted Seniority. The City shall state the date such employee is placed in any such open position. The City has no obligation to rehire if the position is not open and funded.
 - d) If no position is available at the time the employee rescinds their resignation, they may be placed on a rehire list for not more than six (6)

- months, making a total of not more than twelve (12) months from resignation to rehire with Adjusted Seniority.
- e) Adjusted Seniority shall be defined as Bargaining Unit Seniority less any break in service up to twelve (12) months, provided the employee has properly rescinded their resignation in compliance with the requirements of this Article. Employees who resign and have a break in service of more than twelve (12) months shall not be granted Adjusted Seniority as provided for in this article. Adjusted Seniority shall only apply in cases of resignation, that has been rescinded within six (6) months.
- f) The City may rehire former employees that do not qualify under the above language as newly hired. For the purposes of lay-off, recall, and bidding these employees shall be considered as new hires with a new seniority date.
- 25.9 The City will provide indemnification and malpractice coverage, including claims and representation, to employees in accordance with statutory requirements.

In addition, such coverage shall include, but not be limited to, claims and representation dealing with HIV testing, transmissions, infection, and/or counseling, allegations of abuse or assault, and any other claims arising out of employment.

ARTICLE 26 - NURSES PERFORMING SUPERVISORY DUTIES- SPECIAL PROVISIONS

It is understood and agreed that Employees holding the classification Public Health Nurses Nurse and School Health Nurses Nurse will not be required to perform supervisory duties.

ARTICLE 27 – MISCELLANEOUS

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

ARTICLE 28 - TERM AND SCOPE OF AGREEMENT

This Agreement shall be effective July 1, 20122019 and shall remain in effect through June 30, 20192025 and shall be automatically renewed for successive twelve (12) month period, unless either party notifies the other in writing no more than one hundred fifty (150) days prior to the expiration of this Agreement. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee for the purpose of discussing such termination, amendment or modification.

FOR THE CITY		FOR THE UNION
Joseph P. Ganim Mayor	Date	David W. Pickus, President Barbara Resnick NEHCEU, District 1199, SEIU Connecticut Association of Labor Unions

EXHIBIT A - CHECK-OFF AUTHORIZATION FOR DUES

New England Health Care Employees Union, District 1199
77 Huyshope Avenue, Hartford, CT 06106
1201 Elmwood Avenue, Providence, RI 02907

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

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

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

Name	Soc.	Soc. Sec. #				
Address		Apt #				
City	Sate	Zip Code				
Phone #						
Agency/Facility		Shift				
Work site/Dept	Jo	b Title				
Date Hired	Wage Per Hour	Hours per Week				

1. I wish to become a Union member.

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

abide by 1199.	the By-Laws of the New England Health Care Employees Union, District
Signed_	Date
2	_I choose not to become a union member but will pay regular union dues:
Signed	
3. <u>fe</u>	_Choose not to become a union member but will pay appropriate agency es.
a	on will notify you, in writing, of the amount of the appropriate agency fees, swell as your right to contest the amount of the agency fees calculated by the Union.
Signed_	

CHECK-OFF AUTHORIZATION FOR DUES

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

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

TO			
(Employer's Name)			
salary as required by the 1199 as a condition of m my monthly membership deductions so made to the 1199 no later the tenth of This authorization shall termination of the collect however, renew itself from addressed to the New English	e New England Hele embership and, in the p dues from my was ne New England He of each month immed be irrevocable for a tive bargaining agreem year to year unlangland Health Care	leduct an initiation fee from my waath Care Employees Union, District addition thereto, to deduct each more each of the Employees Union, District all Such alth Care Employees Union, District and some of the employee gives written not in Employees Union, District 1199 and the of the revocation of this	nth- et- tion. hall,
Name	Soc.	Sec. #	
Address		Apt #	
City	Sate	Zip Code	
Agency/Facility	1 2 3 4 7 1 1	Shift	
Work Site/Dept	J ₀	bb Title	
Signed		Date	

CHECK-OFF AUTHORIZATION FOR AGENCY FEES

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

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

(Employer's Name)		
		leduct agency fees from my wages or ad Health care Employees
Union, District 1199 and t	o remit all such d	eductions so made to the
of each month imme authorization shall termination of the c shall, however, rene written notice addre	ediately following be iirevocable for ollective bargaini ew itself from year essed to the New I st fifteen (15) days	n, District 1199 no later than the tenth the date of deduction. This a period of one (1) year or until the ng agreement, whichever is sooner, and to year unless the employee gives. England Health Care Employees Union prior to any termination of the
	Soc	See. #
Name	DUC.	Sec. #
NameAddress		Apt #
	Sate_	
Address		Apt #

Connecticut Health Care District 1199
Political Action Committee
77 Huyshope Avenue
Hartford, CT 06106

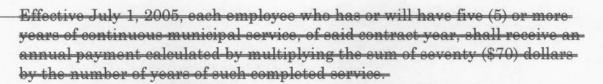
Exhibit B - VOLUNTARY PAYROLL DEDUCTION FOR POLITICAL ACTION-

CHECK ONE:	CHECK ON	E:	
☐ Initial Authorization	State Emp	oloyee Deduction pe	r pay period
☐ Change of Deduction Amo	ount Private Sc	ector Deduction mor	nthly-
☐ Cancellation of Authoriza	tion-		
DEDUCTION: \$15 \$10	9 🗆 - \$5 🗆 \$2 🗆	\$1 Other \$	e b common
I hereby authorize the dedu purpose of payment to Action Committeee. allocated to state and Board of the New English	o the Connecticu I understand tha local political ac	t Health Care Distric t the amount deducte tivities as authorized	t 1199 Political ed shall be by the Executive
Name	Soc.	Sec. #	
Address		Apt #	E POST, DE
City	Sate	Zip Code	
Phone:	alla urcita à	<u> </u>	
Facility	Emp	oloyee #	
Signature	dista parti d	one search byyy	

APPENDIX A - Wage Plan July 1, 2012 2019

Public Healt	h N	lurse								
		Step 1		Step 2		Step 3		Step 4	Step 5	Increas
7/1/2018	\$	62,834	\$	64,982	\$	66,413	\$	67,875	\$ 69,203	
7/1/2019	\$	64,091	\$	66,282	\$	67,741	\$	69,233	\$ 70,587	2.0%
7/1/2020	\$	65,372	\$	67,607	\$	69,096	\$	70,617	\$ 71,999	2.0%
7/1/2021	\$	66,680	\$	68,959	\$	70,478	\$	72,029	\$ 73,439	2.0%
7/1/2022	\$	68,014	\$	70,339	\$	71,888	\$	73,470	\$ 74,908	2.0%
7/1/2023	\$	69,374	\$	71,745	\$	73,325	\$	74,939	\$ 76,406	2.0%
7/1/2024	\$	70,761	\$	73,180	\$	74,792	\$	76,438	\$ 77,934	2.0%
School Healt	h N									
		Step 1		Step 2		Step 3		Step 4	Step 5	
7/1/2018		57,485	\$	59,450	\$	60,759	\$	62,097	\$ 63,312	
7/1/2019		58,635	\$	60,639	\$	61,974	\$	63,339	\$ 64,578	2.0%
7/1/2020	\$	59,807	\$	61,852	\$	63,214	\$	64,606	\$ 65,870	2.0%
7/1/2021	\$	61,004	\$	63,089	\$	64,478	\$	65,898	\$ 67,187	2.0%
7/1/2022	\$	62,224	\$	64,351	\$	65,767	\$	67,216	\$ 68,531	2.0%
7/1/2023	\$	63,468	\$	65,638	\$	67,083	\$	68,560	\$ 69,902	2.0%
7/1/2024	\$	64,737	\$	66,950	\$	68,425	\$	69,931	\$ 71,300	2.0%
Nurse Practi				Ston 2		Stop 2		Stan A	Stan F	
7/1/2018		Step 1 91,081		Step 2		Step 3		Step 4	Step 5	
7/1/2018		92,903	\$	95,930 97,849	\$	98,065 100,026		100,003	101,988	2.00/
7/1/2019	\$	94,761	\$					102,003	104,028	2.0%
7/1/2020		96,656		99,806		102,027		104,043	106,108	2.0%
7/1/2021	\$			101,802		104,067		106,124	108,230	2.0%
		98,589		103,838		106,149		108,246	110,395	2.0%
7/1/2023		100,561		105,914		108,272		110,411	112,603	2.0%
7/1/2024	Þ	102,572	Þ	108,033	>	110,437	>	112,620	\$ 114,855	2.0%

APPENDIX D LONGEVITY



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

Side Letter of Agreement #1

Regarding Seniority & Bidding

Between the City of Bridgeport and District 1199

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

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

FOR THE UNION	FOR THE CITY
Name	- Name

Side Letter of Agreement #2

Regarding Malpratice Coverage

Between the City of Bridgeport and District 1199

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

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

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

FOR THE UNION	FOR THE CITY
Name	Name

Side Letter of Agreement #3

Regarding Retiree Benefits, Retroactive Pay, & Misellaneous Agreements
Between the City of Bridgeport and District 1199

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

- 1. Current employees who wish to retire and may have been delaying their retirement until a full contract settlement was reached will suffer no loss due to the delay. Any current employee who gives an intent to retire between 7/1/2012 and 5/1/2016 will be eligible to have their benefits processed under the terms and definition of section 18.3 of the previous contract language. Such employee will meet the "retiree definition" under section 18.3 and will therefore be eligible for the retiree benefits that were in effect under the collective bargaining agreement that expired on June 30, 2012.
- 2. Current employees who wish to retire prior to the City issuing the retroactive pay raises may do so and will receive the retroactive pay, in full, at the same time checks are issued to employees.
- 3. Any employee who separates employment with the City for any reason between 7/1/2012 and the date the retroactive pay raises are issued will receive their full retroactive pay at the same time checks are issued to employees.

FOR THE UNION	FOR THE CITY	
Name	Name	

AGREEMENT

BETWEEN

THE CITY OF BRIDGEPORT

and

CONNECTICUT ASSOCIATION OF LABOR UNIONS (CALU)

July 1, 2019 to June 30, 2025

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I. THE UNION AND UNION SECURITY

PREAMBLE

The following agreement entered into by and between the City of Bridgeport (hereinafter called the "Employer"), and the Connecticut Association of Labor Unions (CALU)/Bridgport Nurses with its offices at 781 Boston Post Road, Suite 586, Madison, Connecticut, (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of said Employer, as hereinafter defined, now employed and collectively designated as the "Employees".

It is the intent and purpose of the parties hereto that this Agreement to set forth herein their agreement covering rates of pay, and terms and conditions of employment.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the collective bargaining representative for employees in the classifications of School Health Nurse, Public Health Nurse and Nurse Practitioner as certified by the Connecticut State Board of Labor Relations Decision No. 5138 [ME-34058]
- 1.2 The Union recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative(s) of the Employer for the purpose of collective bargaining and contract administration.

ARTICLE 2 - DEFINITIONS

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

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

- 2.3 Nurse Practitioner, as a primary care provider, assesses the health status of patients to detect the presence of health problems. Manages health problems of patients in accordance with physician approved standing orders which include suitable referrals, therapeutic procedures and the administration of medication or immunization. The Practitioner supervises clinic aides and outreach workers and performs related work.
- 2.4 The generic term <u>Nurse(s)</u>, when used in this Agreement refers to Public Health Nurses, School Health Nurses and Nurse Practitioners.

ARTICLE 3 - UNION SECURITY

- 3.1 Employees of the Employer covered by this agreement who are members of the Union in good standing on the effective (execution) date of this Agreement may remain members in good standing of the Union during the term of this Agreement. All employees covered by this Agreement who are not members of the Union on the effective date of this Agreement may on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union. All employees covered by this Agreement and hired on or after its effective (execution) date may, on the 31st day following the beginning of such employment become and remain members in good standing in the Union. All members in good standing shall pay to the Union such dues as designated by the Union. All such dues, and fees, shall be automatically payroll deducted and remitted to the Union.
- 3.2 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article.

ARTICLE 4 - CHECK OFF

4.1 Employer shall, pursuant to written employee authorization, deduct from the wages due said Employee each week, starting not earlier than the first

pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.

- 4.2 Employees who do not sign written authorizations for deductions may adhere to the same payment procedure by making payments directly to the Union.
- 4.3 The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

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

- 4.4 The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues week involved, shall have failed to receive sufficient wages to equal the dues deductions.
- 4.5 Each month the Employer shall remit to the Union all deductions, dues and initiation fees made from the wages of Employees for the preceding week, together with a list of all Employees from whom dues and/or initiation fees have been deducted. Said list shall include the Employment number.
- 4.6 The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, employment number, classifications of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leaves of absence.
- 4.7 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 4.8 It is also agreed that neither any Employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may

- be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.
- 4.9 Upon the receipt of a written authorization from an Employee, in a form provided by the union, the Employer shall, deduct from the wages due said Employee each pay period, the sum specified by the Union and remit same to the Connecticut Association of Labor Unions, (CALU), 781 Boston Post Road, Suite 586, Madison CT 06443. An Employee may revoke such authorization by written request to the Employer. The Union agrees to indemnify Employer's compliance with this provision.

ARTICLE 5 - UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

- 5.1 No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in the Grievance Procedure.
- 5.2 The staff representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, Board members of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union staff representative finds it necessary to enter a department of the Employee for this purpose, he/she shall first advise the Administrator or the head of the department or his/her designee by E-mail.
- 5.3 A Union Board member intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Employer. Such visits shall only be denied by the Employer because of operation requirements but in no event later than the start of the next regular shift.
- 5.4 The Employer shall provide space on existing Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. The Union agrees that the notices and material posted shall not contain derogatory comments or attacks against the City, its departments, agencies or officials.
- 5.5 The work schedules of Employees elected as Union Board Members shall be adjusted to permit attendance at regular Union assembly meetings provided Employer operations shall not be impaired.

ARTICLE 6 - PROBATIONARY/PROMOTIONAL EMPLOYEES

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

- 6.2 During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The end of the probationary period shall be upon completion of his/her shift on their last probationary day.
- 6.3 Employees promoted to probationary, provisional or acting position shall have the right to return to the bargaining unit with adjusted Bargaining Unit Seniority, within one year of the acceptance of said position. Adjusted Seniority shall mean seniority minus the length of time out of the Bargaining Unit. The one (1) year period shall not be extended.

ARTICLE 7 - SENIORITY

- 7.1 <u>Definition</u> Seniority is defined as the length of continuous municipal service except for bidding, lay-off and recall purposes under this Agreement. For bidding, lay-off and recall purposes, Bargaining Unit Seniority shall apply. School Nurses and Public Health Nurses have no rights to cross over between the City of Bridgeport and the Board of Education except for layoff and recall. "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employed in a CALU bargaining unit position within the City of Bridgeport covered by this collective bargaining agreement with the employer as stated in 7.9 below.
- 7.2 Accrual An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
- 7.3 Bargaining unit seniority shall accrue during an approved leave as identified in Article 22 provided that the employee returns to work immediately following the expiration of such leave.
- 7.4 Seniority as defined herein shall be applied to all requests for transfers where vacancies occur.
- 7.5 When a vacancy occurs or a new position is created that the City intends to fill on a permanent basis, the following procedure shall apply:
 - a) The vacancies or positions will be posted for a period of five (5) days, excluding weekends and holidays.
 - b) The posting will identify the position, title, job description, salary, work location, and schedule.
 - c) The position will be awarded, after bidding on the basis of Bargaining Unit Seniority and qualifications based on licensure.
 - d) The City will not fill such vacancies in an arbitrary and capricious manner.

- e) Should no current Employee possess the necessary qualifications, the City may seek an outside hire. The City shall date and time all applications and the new hire shall accrue seniority as stated in 7.2.
- f) The City may fill such vacancy temporarily if an emergency exists. However, the definition of the emergency and the filling of such a vacancy must be discussed with the Union. The discussion shall include the length of the temporary need and any other particulars about the vacancy.
- g) Employees must apply within the posting period to be considered under Section 7.5 above.
- 7.6 The following shall apply to all School Health Nursing assignments:
 - a) Every three (3) years School Health Nurse shall bid on assignments. The bidding procedure will begin in June. The effective date of any change shall start two (2) weeks prior to school opening. Bidding commenced in 1986 and will continue every three (3) years thereafter.
 - b) Assignments shall be filled based on Bargaining Unit Seniority. Everything being relatively equal, Bargaining Unit Seniority shall prevail.
 - c) Bidding: For the purposes of bidding, School Health Nurse will bid every three (3) years based on Bargaining Unit Seniority.
- 7.7 Should a vacancy in an assignment occur during the year the following shall apply:
 - a) The position may be filled on a temporary basis until two (2) weeks before the start of school.
 - b) On June 1, of non-bidding years, open positions/assignments shall be posted and assignments shall be awarded as written in Section 7.5.
 - c) The new hire will go to the former assignment of the School nurse who is awarded the vacant position.
- 7.8 If a School nurse's assignment is eliminated and another assignment is available, that School nurse shall fill it temporarily until the end of the school year, then 7.5, 7.6 or 7.7 shall apply. If no assignment is available, the employer shall comply with Article 8, Layoff and Recall.
- 7.9 The parties have agreed that for the purposes of <u>bidding for assignments</u> and vacancies only, seniority shall be defined as the length of continuous employment in a CALU bargaining unit position in the City of Bridgeport covered under this collective bargaining agreement (i.e. Public Health Nurse or Nurse Practitioner). This clarification shall not be construed as to increase or decrease any current or future employee' benefits, bidding rights, or working conditions but shall mean that any employee hired into the bargaining unit after the date of ratification shall have their bidding seniority defined differently than their bargaining unit seniority

ARTICLE 8 - LAYOFF AND RECALL

- 8.1 In the event the Employer makes a reduction of hours or lays off bargaining unit members the Employer shall notify the Union four (4) weeks in advance of the reduction or lay-off. The Employer shall give each Nurse affected a four-week written notice of such reduction or lay-off or pay in lieu thereof. The Union may request a meeting to avoid or mitigate said reductions or lay-off.
- 8.2 Seniority shall mean length of continuous employment with the CALU Bargaining Unit. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 8.3 In the event that the Employer makes a reduction in the number of Employees covered by this Agreement, Employees with the least seniority will be laid off first, provided that the more senior Employees have the present ability to perform the work required. For the purpose of determining the order of layoff and recall only, all registered nurses in the unit will be treated as one seniority group. Seniority shall mean length of continuous employment with the Employer. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

II. MANAGEMENT AND THE WORK PLACE

ARTICLE 9 - MANAGEMENT RIGHTS

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

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

ARTICLE 10 - HOURS OF WORK

- 10.1 The normal hours of work for the Public Health Nurses and School Health Nurse will be as follows: 8:00 AM to 3:30 PM Monday through Friday.
 - The normal hours for the Clinics will be as follows: 8:00 AM to 3:30 PM Monday through Friday.
 - Nurses will have a one-half (1/2) hour lunch period, not to be used for travel nor any other work duties.
- 10.2 The overtime rate for all Employees covered by this Agreement will be time and one-half the regular hourly rate for all hours worked in excess of the normal working hours.

10.3 School Health Nurses will switch to the education calendar (186 days), they will move to this work schedule at the end of the 2009 school year (June 24).

ARTICLE 11 - NEGOTIATIONS AND CONFERENCES

- 11.1 The City agrees that the members of the Union's Negotiating Committee engaged during normal work day negotiations or special conferences on behalf of the Union with the City during the term of this Agreement, shall be entitled to release time, within reason, without loss of salary. The Union also agrees to meet for purposes of negotiation on off-duty time at least to the same extent as the released time.
- 11.2 Not more than five (5) nurses, 1 from clinic, 4 school nurses, representing the Union shall be released at the same time.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.1 A grievance shall be defined as a dispute which may arise over the interpretation, application or meaning of this Agreement, or any alleged breach thereof, and shall be processed and disposed of in the following manner:
 - Step 1. The aggrieved Employee, who shall be represented by a representative of the Union, shall present the facts to his/her immediate supervisor within ten (10) working days of the date on which the grievance or dispute arose or within ten (10) days of the time the Employee knew of the grievance or dispute. The immediate supervisor shall render his/her decision to the Employee and the Union representative within five (5) working days from the date the grievance was presented.
 - <u>Step 2</u>. If the grievance is not resolved in Step One, the Union representative shall reduce the grievance to writing within five (5) working days and present it to the department head. It shall include:
 - A statement of the grievance and the facts involved.
 - b. The remedy requested.

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

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

case shall render his/her decision in writing within ten (10) days of receipt of the grievance.

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

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

The decision rendered by the American Arbitration Association, regardless of the initiating party, shall be final and binding on the parties. It is mutually understood and agreed that no probationary Employee at the entrance level shall have access to the grievance procedure where the issue is one of his/her discipline or discharge, and no probationary Employee in any promotional classification shall have access to the grievance procedure where the issue is one of his/her demotion.

A grievance initiated by the employer shall be processed in the same manner as above but may be initiated at Step 2 by submitting the grievance to the Union Representative.

- 12.2 Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
- 12.3 A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union Representative.

ARTICLE 13 - DISCIPLINARY ACTION

- 13.1 The City shall have the right to maintain discipline and efficiency and shall have the right to discharge, suspend, or discipline an Employee for just cause.
- 13.2 The City will notify the Union in writing of any discharge or suspension by mailing notice of discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. Said notice shall be sent to the Union Office by First Class Mail or e-mail with a copy to the Union president(s), and notice shall be considered given on the date mailed. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the

- City within ten (10) working days from the date of receipt of notice of suspension or discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, however, commencing at Step 3 of the grievance machinery.
- 13.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays, and Holidays.
- 13.4 (a) In the case of an employee who has received a verbal warning and where a period of one (1) year has elapsed without the employee's having received any further discipline, or in the case of an employee who has received a written warning and where a period of eighteen (18) months has elapsed without the employee's having received any further discipline, the City shall, upon request, remove the aforesaid warning from the employee's file.
 - (b) Nothing which might result in disciplinary action shall be placed in an employee's file without the employee's knowledge. Employees shall have the right to review and grieve any material if it is placed in their personnel file. No uninvestigated note, memo or complaint which might result in disciplinary action shall be permitted in the personnel files of bargaining unit members

ARTICLE 14 - DRUG TESTING

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

III. MONATARY PAYMENTS

ARTICLE 15 - SALARIES

15.1 Negotiated wage increases summarized below and calculated wage tables are attached as Appendixes A.

Effective Date	Increase	Retroactivity
7/1/2019	2.0%	None
7/1/2020	2.0%	Retro to 7/1/2020
7/1/2021	2.0%	Retro to 7/1/2021
7/1/2022	2.0%	N/A
7/1/2023	2.0%	N/A
7/1/2024	2.0%	N/A

All increases are across the board and on all steps; retroactive wage increases for 7/1/2020 and 7/1/2021, to be made as a lump sum payment upon ratification of contract.

- 15.2 Compensation of three hundred and fifty (\$350) dollars annually shall be granted to a Public Health Nurse and School Health Nurse having sixty (60) or more credits towards a BS Degree in nursing, public health or a directly related nursing field from an accredited school. This benefit shall not be available to employees hired after the ratification date of this 2019-2025 CBA.
- 15.3 a) Compensation of five hundred (\$500) dollars annually over and above the annual salary shall be granted to nurses having a BS Degree in nursing, public health or a directly related nursing field from an accredited school.
 - b) Compensation of six hundred (\$600) dollars annually shall be granted to nurses having a Master's Degree in nursing, public health or directly related nursing field from an accredited school. These sums are payable in a lump sum to those eligible on or about October 1, of each year.
 - c) The benefit specified in a) and b) above shall not be available to employees hired after the ratification date of this 2019-2025 CBA.
- 15.4 School Nurses who bid to work at schools during the summer will receive a rate of \$37.50 per hour. Bidding for this work will be based on seniority.
- 15.5 All personnel shall be advanced within the salary range in accordance with the established practice.
- 15.6 Educational qualifications and previous experience shall be taken into consideration in determining the starting salary for new Employees. A nurse who has been actively engaged in the nursing profession, upon being hired, shall be given credit for such experience in the following manner:

- a) If the experience has been in the public health field, is of a character satisfactory to the City, the Public Health Nurse and School Health Nurse shall be hired on Step II.
- b) Department Heads may, with the approval of the Director of Labor Relations, hire a Nurse Practitioner at a higher step above entry level.
- 15.7 A part-time Employee shall be defined as an Employee who works nineteen (19) hours a week or less.
- 15.8 All Nurses will be paid by direct deposit. The pay schedule for the Nurses will remain 52 weeks. Direct Deposit shall be mandatory for all employees covered by this agreement effective 7/1/2016.
- 15.9 <u>Longevity</u> Effective July 1, 2005, each employee who has or will have five (5) or more years of continuous municipal service, of said contract year, shall receive an annual payment calculated by multiplying the sum of seventy (\$70) dollars by the number of years of such completed service.
 - Such payment shall not exceed eighteen hundred dollars (\$1,800) per annum.
- 15.10 Any employee covered by this CBA who separates employment with the City for any reason between the date of ratification and the date the retroactive pay raises are issued will receive their full retroactive pay at the same time checks are issued to active employees.

ARTICLE 16- REIMBURSEMENT

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

ARTICLE 17 - TUITION REIMBURSEMENT

- 17.1 The City and the Union has mutual recognition of the advantages to the City for Employees to continually improve themselves through additional training and education programs, agree as follows:
 - a) The City shall reimburse each employee for the cost of tuition up to two hundred (\$200) dollars per credit for undergraduate courses and two hundred (\$200) dollars per credit for graduate level courses plus the cost of books and all registration, lab and other fees related to the course. Payment shall be made within sixty (60) days of submission of their cost to the labor negotiator and upon satisfactory completion at a Grade C or better for each course or a pass grade in a pass/fail course, at an accredited college or university in subject taken towards advanced degrees in nursing or directly related nursing field. Each employee will be limited to nine (9) credits per fiscal year. The employee must apply and obtain written approval of the City's Labor Relations Director in advance of

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

Effective July 1, 2022, the tuition reimbursement expenditures shall be reduced and capped at one thousand (\$1,000) dollars per fiscal year for the bargaining unit.

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

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

If at the end of any fiscal year the \$1,000 cap on tuition reimbursement has not been reached, then employees who have previously gotten reimbursement in that fiscal year will receive reimbursement for any amounts they have expended for tuition in that fiscal year, which were not reimbursed. Such amounts will be distributed prorated to eligible employees if necessary but will not, in any event, exceed the tuition payment actually expended by the employee over and above the amount previously reimbursed or exceed the unit cap. In the event that any money is not used, then said sum shall revert back to the City.

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

IV. BENEFITS

ARTICLE 18 – HEALTH BENEFITS, LIFE INSURANCE AND RETIREMENTS

- 18.1 The City shall provide and pay for Health Benefits for all employees and their enrolled eligible dependents as follows:
 - a) "Medical and Prescription Drug Benefits" in accordance with the Connecticut Partnership Plan 2.0 a summary of which is annexed to this as Appendix B.
 - **b)** Twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
 - c) Vision Service Plan, or its equivalent, as outlined and attached hereto as Appendix C.
- 18.2 The City will provide and pay for the cost of a Group Life Insurance Policy in the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment for all employees.
- 18.3 Employees who meet the benefits eligibility requirements specified in this article and retire prior to the first day of this Agreement, and their surviving spouses, if any, will receive Medical and Prescription Drug Benefits as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s). For purpose of this Article "retiree" shall mean:
 - A For employees hired on or before 6/30/2012 who: (1) have completed fifteen (15) years of continuous municipal service and are age fifty five (55) or who have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of Connecticut Municipal Employee Retirement System (CMERS);
 - **B** For employees hired on or after 7/1/2012 but before 7/1/2016: at retirement will only be eligible for health benefits upon retirement if they have a minimum of twenty-five (25) years of continuous service.
 - C Regardless of the date of hire, retirees must accept Medicare Part B coverage if eligible.
- 18.4 Retiree medical For benefits eligible employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and prior to the expiration of this Agreement, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. The cost of retiree medical benefits for such retirees, and their surviving

- spouses, shall be frozen at the dollar amount for employee health benefits on the day they retired. Coverage for surviving spouses shall terminate upon remarriage.
- 18.5 Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.
- 18.6 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 18.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plan Insurance as specified in Section 18.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative cost.
- 18.7 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 18.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing, and payment of claims at least equal to those specifically provided for in Section 18.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 18.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at last as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 18.1 of this Article and substitution may be proposed for any one or more of the specified coverages.
- 18.8 The City shall provide a payment of two thousand (\$2,000) dollars in lieu of the benefits described in Article 18.1 for employees who waive such coverage.
- 18.9 The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payment.

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

- 18.10 Premium Cost Share (PCS) contributions Each active employee and each employee who has retired or will retire on or after the first day of this Agreement and before the expiration of this Agreement shall contribute a percentage as described below of the Premium Cost for Medical and Prescription Drug Benefits. 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 Consolidated Omnibus Budget Reconciliation Act ("COBRA").
 - (a) Employees hired on or before 6/30/2012 will have their PCS percent capped at twenty-five percent (25%) throughout their employment and into retirement.
 - (b) Within 21 days of the date when this CBA is ratified, all active members will have their PCS contributions reset to 25%. Going forward, members of the Union who were hired on or after July 1, 2012 shall pay a PCS contribution for their health care insurance according to the following schedule:

Within 21 days of ratification	25%
July 1, 2022	26%
July 1, 2023	27%
July 1, 2024	28%

PCS contributions shall increase by 1% per year on July 1st of each year, until a cap of 33 1/3 % is reached

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

- 18.11 Employees hired on or after 7/1/2012 but before 7/1/2016will only be eligible for health benefits upon retirement if they have a minimum of twenty-five (25) years of service. (No more fifteen (15) years plus age fifty-five (55)).
- 18.12 Employees hired on or after July 1, 2016 shall not be eligible for post-employment health benefits.
- 18.13 a) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees

so as to facilitate deduction of the amount contributed for health benefits and for 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. Participation in the plan shall be voluntary.
- 18.14 a) For employees hired prior to July 1, 2016, who meet the eligibility requirements for post-employment health benefits who retire during the term of this contract and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or, if eligible and appropriate due to age, and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the dollar amount of such contributions at retirement and shall be fixed at such dollar amount throughout retirement.
 - If any employee who meets the eligibility requirements for postemployment health benefits, retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for, and if eligible obtain, such Alternative Coverage provided that the Alternative Coverage shall not exceed in premium costs and/or contribution to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in lieu of the Alternative Coverage. The retiree and the retiree's spouse shall remain in the City's Plan even if Alternative Coverage is obtained, but the City's Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for Alternative Coverage or the retiree's premium cost and/or contribution would be more than the retiree's payment for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have Alternative Coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contribution.
- 18.15 Flu Shot Annual flu shot paid by employer. (Appendix B Medical Insurance)

ARTICLE 19 - RETIREMENT

All employees shall be covered by the Connecticut Municipal Employees Retirement System (CMERS)

V. HOLIDAYS AND LEAVES

ARTICLE 20 - HOLIDAYS

- 20.1 The following shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Junteenth (effective 1/1/2022), Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, and any holiday officially proclaimed as such by the President of the United States, Governor of the State of Connecticut, or the Mayor of the City of Bridgeport.
- 20.2 Employees shall not normally be required to work on any of the aforesaid holidays and shall receive their full weekly salary in each week in which such holidays may occur.
- **20.3** If any such holiday falls on a Sunday, the following Monday shall be deemed the holiday. If any such holiday falls on a Saturday, the preceding Friday shall be deemed the holiday.
- 20.4 If any such holiday shall occur during the vacation of any Employee, the Employee shall receive an additional day's vacation in lieu thereof.
- 20.5 Any Employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

ARTICLE 21 - VACATIONS

- 21.1 Only twelve (12) month employees accrue vacation time.
- 21.2 Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation pay for each month of such continuous service, but not to exceed one (1) calendar week in the contract year such services are rendered. In each contract year, any Employee with one (1) or more years of such municipal service, but less than five (5) years of such service, shall receive two (2) weeks vacation with pay. In each contract year any Employee with five (5) or more years of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any Employee with ten (10) or more years of continuous municipal service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Any Employee with twenty

- (20) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.
- 21.3 A) School Nurses will not be required to work during the Christmas recess when schools are not in session. However, such recess shall not exceed five (5) days, exclusive of Christmas Day and New Year's Day.
 - B) Current incumbents¹ in Public Health Nurse positions (Clinic and APRN) will be grandfathered into the benefit specified in A) above. New occupants of these positions from any source will not be eligible for this benefit. These incumbents can be ordered in to work during Christmas week or any portion thereof at the discretion of the Health Director and paid at the negotiated 1.5X overtime rate.
- 21.4 School Nurses will not be required to work on any day when schools are closed because of weather conditions, except that when schools are closed for energy saving purposes, School Nurses will be required to work.
- 21.5 Time for vacations shall be granted on the basis of Bargaining Unit Seniority.
- 21.6 a) Employees covered by this Agreement may exercise the option of carrying over only one (1) week of unused vacation time from one (1) contract year/vacation year to the next contract/vacation year.
 - b) Employees with two (2) weeks vacation may exercise the option of carrying over one (1) week of unused vacation time from one (1) vacation year to the next vacation year, but are not eligible for the option of payout for unused vacation time.
 - c) Employees with three (3) weeks or more vacation in addition to the carryover option set forth in in (b) above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carryover and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.
 - d) Employees with four (4) weeks or more weeks vacation, in addition to the carry over option set forth in (b) above, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those weeks worked. An employee eligible for both carry over and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.
 - e) Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract

¹ Deirdre Gruber, Kristina Norko-Agapito, Zilka Lebron and Migdalia Muniz

year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payouts shall be paid to the employee at the end of the vacation year, on or about April 1st, in which the election is made.

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

ARTICLE 22 - LEAVE PROVISIONS

22.1 Sick Leave.

- a) "Effective July 1, 1995, Employees hired prior to July 1, 1995 shall earn fifteen (15) sick days per year. Sick days shall be earned at one and a quarter (1.25) days per month. Those Employees hired after July 1, 1995, shall earn ten (10) sick days per year to be allotted in the following manner: five (5) on July 1st and five (5) on January 1st of each year. Employees hired prior to those days shall receive a projected prorated share of full month's service between hire date and July 1st or January 1st, whichever comes sooner.
- b) Effective July 1, 1992, unused sick leave may be accumulated up to a maximum of two hundred and fifteen (215) days.
- c) Any Employee absent from duty because of an illness or injury covered by the City of Bridgeport Workers' Compensation shall not be considered on sick leave.
- **d)** A medical certificate acceptable to the appointing authority is required:
 - i) For frequent or habitual absence from duty or when, in the opinion of the appointing authority, there is reasonable cause for requiring such a certificate
 - (ii) For a period of absence consisting of more than five (5) working days.
- e) Upon retirement, Employees shall receive a pay out equal to fifty (50%) percent of accumulated days to a maximum of two hundred and fifteen (215) days. All sick time accumulated as of June 30, 1992, shall be paid upon retirement at eighty-five (85%) percent of the maximum accumulation of one hundred and eighty-five (185) days at the value of the Employee's hourly and daily rate on that date unless used prior to retirement.

Upon the death of an Employee who has twenty (20) or more years of service, the amount of sick leave time shall be payable, as computed above, to his/her

beneficiary, as designated by the Employee under the terms of the Connecticut Municipal Employees Retirement Fund.

- f) Any nurse who is absent without authorized leave or without calling in as required under the current practice for five (5) days or longer, will be considered resigned from employment with the City of Bridgeport.
- 22.2 Leave Provisions A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one (1) year, except as otherwise defined in this contract. No leave without pay shall be granted except upon written request of the employee and a declaration by that employee that he/she will serve the City for at least one (1) year after his/her return from such leave.

Whenever granted, such leave shall be approved in writing and signed by the department head and the Director of Labor Relations. Should the nature of the position require a permanent replacement, upon granting of the leave, the employee shall be notified of that. Upon returning from the leave the employee shall be placed in a substantially equivalent position in which he/she has demonstrated that he/she can perform effectively while in City service.

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

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

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

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

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

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

- b) Parental leave, shall, upon written request to the department head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Section 22.3a. During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this Agreement at their own expenses, and (b) accrue seniority for all benefits thereto provided by this Agreement.
- 22.4 Military Leave Leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof shall be granted in accordance with the applicable law.
- 22.5 Education Leave Employees with (2) or more years of continuous municipal service may request, in writing, from the department head and civil service, an unpaid educational leave for a period of time not to exceed one (1) year in duration. Such leave shall not be unreasonably denied provided, however, that the proper and efficient operation of the department shall be good cause for denial. During this leave period, if granted, and if requested in writing by the employee, the employee shall be allowed to continue to participate in City sponsored healthcare insurance programs as provided by this agreement at their own expense. Failure to pay any required premiums within 30 days of the payment due date shall result in cancellation of insurance coverage.
- 22.6 Bereavement Leave Each Employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall continue through and include the day of burial, except that in no event shall such leave be more than three (3) days. For purposes of this Article, the term "immediate family" shall mean and include the following: mother, father, mother-in-law, father-in-law, sister, brother, spouse, domestic partner, child, grandparent, grandchildren and foster parents. Any other bereavement leave or any extension of the above leave shall be charged to the Employee's sick leave account.

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

22.7 Personal Days -Employees covered by this Agreement shall be granted four (4) personal leave days, with pay, for personal business. A request for personal leave for which an Employee is eligible in conformity with the foregoing shall not be unreasonably denied, provided however, that the

proper and efficient operation of the department shall be good cause for denial. Such request must be made twenty-four (24) hours prior to the requested day(s) off except in an emergency.

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

- 22.8 Family Medical Leave As provided by the 1993 Family and Medical Leave Act (FMLA), and pursuant to the City's FMLA Policy, all eligible City of Bridgeport employees shall be entitled to time off in accordance with the applicable law.
- 22.9 Jury Duty Leave Nurses shall be granted time off for jury duty.
- 22.10 Return from a Leave An Employee returning to work from an approved leave, of one (1) year or less, or as otherwise allowed for within this contract, shall be reinstated to the same position held prior to the commencement of the leave, or to a position of like status and pay, provided such Employee has complied with the requirements of the hereinbefore leave provisions.

ARTICLE 23 - WORKERS' COMPENSATION SUPPLEMENT

- 23.1 In the event that an Employee is required to be absent from work due to a job-related accident and, as a result thereof, has been determined to be entitled to compensatory Workers' Compensation payments pursuant to the state statute, such Employee shall be paid the difference between seventy-five (75%) percent of that Employee's regular straight-time weekly earnings and the amount of the weekly Workers' Compensation pay for each of the fourth (4th) to thirteenth (13th) weeks during which the Employee is thus required to be absent from work.
- 23.2 Absence from work required by virtue of a job-related accident determined to be compensable under the Workers' Compensation statute shall not reduce the sick leave allowance of the Employee which has been accumulated pursuant to Article 22 of this Agreement.
- 23.3 Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation Managed Care Plan, as may be modified from time to time.
 - As provided in Section 22.2 of Article 22, the maximum length of disability, for an accepted work related injury, shall not exceed twelve (12) months. The Director of Labor Relations may extend this period when there are extenuating circumstances and the anticipated return date is within a specified time not to exceed an additional sixty (60) days.
- 23.4 Modified Duty If an Employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the Employee return to a modified duty position. Such work shall be within the

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

VI. MISCELLANEOUS

ARTICLE 24 - NO DISCRIMINATION

- 24.1 Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, union membership, sexual orientation or disabilities.
- 24.2 Nothing in this agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act.

ARTICLE 25 - CONDITIONS OF EMPLOYMENT

- 25.1 Appointment of Position
 - a) Confirmation of appointment, job description and salary shall be in writing and given to each Employee by the appointing authority.
 - b) Personnel policies in effect shall be in writing and a copy available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources, and a copy given to the Union Delegates.
- 25.2 A copy of the contract shall be available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources Department, Supervisors and the Union Office.
- 25.3 Time for participation in educational institutes, workshops and meetings which will improve the individual's on-the-job performance shall be granted on a rotating basis, subject to the necessity for efficient operation of the respective department.
- 25.4 Educational seminars for all nurses are at the discretion of the appropriate department head.
- 25.5 The City agrees to provide a total of eight thousand (\$8,000) (\$7,500 Public Health Nurses and School Health Nurses, \$500 Nurse Practitioners) dollars

per year for the purpose of conducting in-service training for nurses and attending out of town conferences. An accounting of these funds will be provided to the Union upon request. A Management-Union Committee will be established to monitor the usage of these monies. The Management-Union Committee for nurses will consist of four (4) members, two (2) appointed by the Union and two (2) appointed by the City's Director of Health. At the end of each fiscal year, all unexpended funds will be returned to the City's general fund.

- 25.6 A Management-Union Committee will be established to meet regularly to discuss staffing issues and concerns related to necessary and adequate equipment, materials and training to all employees.
- 25.7 Labor Management Committee The parties agree to meet and discuss issues of concern and importance to each. Such meetings will occur every quarter (or more often as agreed) and either party may submit items for discussion. The Employer and the Union shall each designate their own committee members, and the committee membership may vary from month to month based on the agenda items or for other reasons but will be capped at 5 bargaining unit members (1 from the clinic and 4 from the schools) if on work time.
- 25.8 For the purposes of resignation and rehiring:
 - a) A four (4) week written notice of resignation shall be given by any nurse wishing to resign. The Union shall be notified of any resignation of any bargaining unit member at the time of such resignation. A copy of the resignation letter shall be provided to the Union at the time that it is received by the City.
 - b) Any nurse who resigns in good standing may, within six (6) months, request that the resignation be withdrawn and request reinstatement with Adjusted Seniority. For the purposes of validating a rescinded resignation, the letter rescinding the resignation must be notarized with the time and date of the request to rescind the resignation.
 - c) If any employee withdraws their resignation within six (6) months, as provided for in this article, the City will forward a copy of the letter to rescind the resignation, and the request for reinstatement to the Union. The City shall, at the time it receives the request to rescind the resignation, provide to the Union and the employee a written response stating if a position is open, funded and available to be filled. The employee must be willing to immediately accept any such open position in order to secure Adjusted Seniority. The City shall state the date such employee is placed in any such open position. The City has no obligation to rehire if the position is not open and funded.
 - d) If no position is available at the time the employee rescinds their resignation, they may be placed on a rehire list for not more than six (6)

- months, making a total of not more than twelve (12) months from resignation to rehire with Adjusted Seniority.
- e) Adjusted Seniority shall be defined as Bargaining Unit Seniority less any break in service up to twelve (12) months, provided the employee has properly rescinded their resignation in compliance with the requirements of this Article. Employees who resign and have a break in service of more than twelve (12) months shall not be granted Adjusted Seniority as provided for in this article. Adjusted Seniority shall only apply in cases of resignation, that has been rescinded within six (6) months.
- f) The City may rehire former employees that do not qualify under the above language as newly hired. For the purposes of lay-off, recall, and bidding these employees shall be considered as new hires with a new seniority date.
- 25.9 The City will provide indemnification and malpractice coverage, including claims and representation, to employees in accordance with statutory requirements.

In addition, such coverage shall include, but not be limited to, claims and representation dealing with HIV testing, transmissions, infection, and/or counseling, allegations of abuse or assault, and any other claims arising out of employment.

ARTICLE 26 - NURSES PERFORMING SUPERVISORY DUTIES- SPECIAL PROVISIONS

Employees holding the classification Public Health Nurse and School Health Nurse will not be required to perform supervisory duties.

ARTICLE 27 – MISCELLANEOUS

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

ARTICLE 28 - TERM AND SCOPE OF AGREEMENT

This Agreement shall be effective July 1, 2019 and shall remain in effect through June 30, 2025 and shall be automatically renewed for successive twelve (12) month period, unless either party notifies the other in writing no more than one hundred fifty (150) days prior to the expiration of this Agreement. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee for the purpose of discussing such termination, amendment or modification.

	and the City of Bridgeport have executed day, 2021.
FOR THE CITY	FOR THE UNION
Joseph P. Ganim Date Mayor	Kristina Agapito 11/8/2 Kristina Agapito Date Connecticut Association of Labor Unions
Eric Amado Date Director of Labor Relations	

APPENDIX A - Wage Plan July 1, 2019

Public Health Nurse Step 1 Step 2 Step 3 Step 4 Step 5 Increase 7/1/2018 \$ 62,834 \$ 64,982 \$ 66,413 \$ 67,875 \$ 69,203 7/1/2019 \$ 64,091 \$ 66,282 \$ 67,741 \$ 69,233 \$ 70,587 2.0% 7/1/2020 \$ 65,372 \$ 67,607 \$ 69,096 \$ 70,617 \$ 71,999 2.0% 7/1/2021 \$ 66,680 \$ 68,959 \$ 70,478 \$ 72,029 \$ 73,439 2.0% 7/1/2022 \$ 68,014 \$ 70,339 \$ 71,888 \$ 73,470 \$ 74,908 2.0% 7/1/2023 \$ 69,374 \$ 71,745 \$ 73,325 \$ 74,939 \$ 76,406 2.0% 7/1/2024 \$ 70,761 \$ 73,180 \$ 74,792 \$ 76,438 \$ 77,934 2.0%									
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		7/1/2022	\$	68,014	\$ 70,339	\$ 71,888	\$ 73,470	\$ 74,908	2.0%
7/1/2024 \$ 70,761 \$ 73,180 \$ 74,792 \$ 76,438 \$ 77,934 2.0%		7/1/2023	\$	69,374	\$ 71,745	\$ 73,325	\$ 74,939	\$ 76,406	2.0%
		7/1/2024	\$	70,761	\$ 73,180	\$ 74,792	\$ 76,438	\$ 77,934	2.0%

h N	lurse									
	Step 1		Step 2		Step 3		Step 4		Step 5	
\$	57,485	\$	59,450	\$	60,759	\$	62,097	\$	63,312	
\$	58,635	\$	60,639	\$	61,974	\$	63,339	\$	64,578	2.0%
\$	59,807	\$	61,852	\$	63,214	\$	64,606	\$	65,870	2.0%
\$	61,004	\$	63,089	\$	64,478	\$	65,898	\$	67,187	2.0%
\$	62,224	\$	64,351	\$	65,767	\$	67,216	\$	68,531	2.0%
\$	63,468	\$	65,638	\$	67,083	\$	68,560	\$	69,902	2.0%
\$	64,737	\$	66,950	\$	68,425	\$	69,931	\$	71,300	2.0%
	\$ \$ \$	\$ 62,224 \$ 63,468	Step 1 \$ 57,485 \$ \$ 58,635 \$ \$ 59,807 \$ \$ 61,004 \$ \$ 62,224 \$ \$ 63,468 \$	Step 1 Step 2 \$ 57,485 \$ 59,450 \$ 58,635 \$ 60,639 \$ 59,807 \$ 61,852 \$ 61,004 \$ 63,089 \$ 62,224 \$ 64,351 \$ 63,468 \$ 65,638	Step 1 Step 2 \$ 57,485 \$ 59,450 \$ \$ 58,635 \$ 60,639 \$ \$ 59,807 \$ 61,852 \$ \$ 61,004 \$ 63,089 \$ \$ 62,224 \$ 64,351 \$ \$ 63,468 \$ 65,638 \$	Step 1 Step 2 Step 3 \$ 57,485 \$ 59,450 \$ 60,759 \$ 58,635 \$ 60,639 \$ 61,974 \$ 59,807 \$ 61,852 \$ 63,214 \$ 61,004 \$ 63,089 \$ 64,478 \$ 62,224 \$ 64,351 \$ 65,767 \$ 63,468 \$ 65,638 \$ 67,083	Step 1 Step 2 Step 3 \$ 57,485 \$ 59,450 \$ 60,759 \$ \$ 58,635 \$ 60,639 \$ 61,974 \$ \$ 59,807 \$ 61,852 \$ 63,214 \$ \$ 61,004 \$ 63,089 \$ 64,478 \$ \$ 62,224 \$ 64,351 \$ 65,767 \$ \$ 63,468 \$ 65,638 \$ 67,083 \$	Step 1 Step 2 Step 3 Step 4 \$ 57,485 \$ 59,450 \$ 60,759 \$ 62,097 \$ 58,635 \$ 60,639 \$ 61,974 \$ 63,339 \$ 59,807 \$ 61,852 \$ 63,214 \$ 64,606 \$ 61,004 \$ 63,089 \$ 64,478 \$ 65,898 \$ 62,224 \$ 64,351 \$ 65,767 \$ 67,216 \$ 63,468 \$ 65,638 \$ 67,083 \$ 68,560	Step 1 Step 2 Step 3 Step 4 \$ 57,485 \$ 59,450 \$ 60,759 \$ 62,097 \$ \$ 58,635 \$ 60,639 \$ 61,974 \$ 63,339 \$ \$ 59,807 \$ 61,852 \$ 63,214 \$ 64,606 \$ \$ 61,004 \$ 63,089 \$ 64,478 \$ 65,898 \$ \$ 62,224 \$ 64,351 \$ 65,767 \$ 67,216 \$ \$ 63,468 \$ 65,638 \$ 67,083 \$ 68,560 \$	Step 1 Step 2 Step 3 Step 4 Step 5 \$ 57,485 \$ 59,450 \$ 60,759 \$ 62,097 \$ 63,312 \$ 58,635 \$ 60,639 \$ 61,974 \$ 63,339 \$ 64,578 \$ 59,807 \$ 61,852 \$ 63,214 \$ 64,606 \$ 65,870 \$ 61,004 \$ 63,089 \$ 64,478 \$ 65,898 \$ 67,187 \$ 62,224 \$ 64,351 \$ 65,767 \$ 67,216 \$ 68,531 \$ 63,468 \$ 65,638 \$ 67,083 \$ 68,560 \$ 69,902

Nurse Practi	tion								
Nurse Practi									
	S	tep 1	Step 2	Step 3		Step 4	Step 5		
7/1/2018	\$	91,081	\$ 95,930	\$ 98,065	\$:	100,003	\$ 101,988		
7/1/2019	\$	92,903	\$ 97,849	\$ 100,026	\$:	102,003	\$ 104,028	2.09	%
7/1/2020	\$	94,761	\$ 99,806	\$ 102,027	\$:	104,043	\$ 106,108	2.09	%
7/1/2021	\$	96,656	\$ 101,802	\$ 104,067	\$:	106,124	\$ 108,230	2.09	%
7/1/2022	\$	98,589	\$ 103,838	\$ 106,149	\$:	108,246	\$ 110,395	2.09	%
7/1/2023	\$ 1	00,561	\$ 105,914	\$ 108,272	\$:	110,411	\$ 112,603	2.09	%
7/1/2024	\$ 1	02,572	\$ 108,033	\$ 110,437	\$:	112,620	\$ 114,855	2.09	%



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 Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.

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.anthem.com/statect to find out if your doctor, hospital or other medical provider is in Anthem'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.

*Source: Healthcare Bluebook: healthcarebluebook.com

www.osc.ct.gov/ctpartner



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) Waived for HEP-compliant members	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 CODAY (\$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	\$o copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays¹ ** 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 which get prior authorization)	"20% of allowable UCR* charges (you may need to get prior authorization

¹ 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.

¹ 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)	Police Palitic Selection	religents from the sale will also religion them.	
Office Visit	\$15 copay	20% of allowable UCR* charges	
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges	
**Inpatient Hospital Stay	\$o	20% of allowable UCR* charges	
Mental Healthcare/Substance Abuse Treatment	eventure it the species at the second and it was the second and it was the second at t	en firm of the court of give vouel	
**Inpatient	\$o	20% of allowable UCR* charges (yo 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	\$0	20% of allowable UCR* charges, up to 60 inpatient days and	
	to shape, shant	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 Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

Be the picture of health

Check out these programs and services to be your healthy best

Need a doctor? Choose a State of Connecticut preferred doctor and save

When you see a Primary Care Physician (PCP) or specialist in your State of Connecticut preferred network (also referred to as Tier 1 in your health plan), there's no office visit copay. These doctors cost less than doctors outside of your plan.

- · Visit anthem.com/statect and choose Find a Doctor.
- Call the Enhanced Member Service Unit at 1-800-922-2232, for more information or to find out if your doctor is in Tier 1,

Use Site-of-Service providers to get 100% coverage for lab tests, X-rays, and high-cost imaging

Site-of-Service (SOS) providers give you 100% coverage with a \$0 copay. Your plan will cover only 80% of the cost when you get these services from other providers.

 Call the Enhanced Member Service Unit at 1-800-922-2232 to learn more.

Find support for mental health issues

If you or a family member needs mental health or substance use care or treatment, we have specialists and designated programs that can help and/or direct you to the type of care that you need.

- Call an Anthem Behavioral Health Care Manager at 1-888-605-0580.
- · Visit anthem.com/statect.

See a doctor, psychologist or therapist from home or work with LiveHealth Online

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam. Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice, if needed.² If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.³

 Learn more and enroll at livehealthonline.com or use the free mobile app.





How to find care right away when it's not an emergency

The emergency room shouldn't be your first stop — unless it's a true emergency (then, call 911 or go to the ER). Depending on the situation, there are different types of providers you can see if your doctor isn't available.

- Visit a walk-in doctor's office, retail health clinic or urgent care center.
- Have a video visit with a doctor through LiveHealth Online.
- Call 24/7 NurseLine at 1-800-711-5947 to speak with a nurse about symptoms or get help finding the right care.

Get access to care wherever you go

If you travel out of Connecticut, but are in the U.S., you have access to doctors and hospitals across the country with the BlueCard® program. If you travel out of the U.S., you have access to providers in nearly 200 countries with the Blue Cross and Blue Shield Global Core® program.

 Call 1-800-810-BLUE (2583) to learn more about both programs. If you're outside the U.S., call collect at 1-804-673-1177.³

It's easy to manage your benefits online and on the go

- Find a doctor, check your claims and compare costs for care near you at anthem.com/statect.
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store' or Google PlayTM) for benefit information and to show your ID card, get directions to a doctor or urgent care center and much more

Customer service helps you get answers and much more

The State of Connecticut Enhanced Member Service Unit can give you information on benefits, wellness programs and services and everything mentioned in this flier.

- Call them at 1-800-922-2232.
- Visit anthem.com/statect.

1 Designated as Tier 1 in our Find a Doctor tool Eligible specialties include allergy and immunology, cardiology, endocrinology, ear nose and throat (ENT), gastroenterology, OB/GYN, ophthalmology, orthopedic surgery, rheumatology and urology.

- 2 Prescription availability is defined by physician judgment and state regulations.
- 3 Appointments subject to availability of therapist

4 Blue Cross Blue Shield Association website: Coverage Home and Away (accessed March 2019):

bcbs com/already-a-member/coverage-home-and-away html

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf

of Anthem Blue Cross and Blue Shield Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, inc Independent

licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc. 59142CTMENABS Rev. 03/19



PRESCRIPTION DRUGS

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 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).



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 2020 HEP Requirements:

PREVENTIVE	AGE										
SCREENINGS	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 year 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	N/A	1 screening between age 45-49	As recommended by physician				
Cervical Cancer Screening	N/A	N/A	Pap smear every 3 years (21+)	Pap smear every 3 years	Pap smear only every 3 years or Pap and HPV combo screen- ing every 5 years	Pap smear only every 3 years or Pap and HPV combo screen- ing every 5 years	Pap smear only every 3 years or Pa and HPV combo screening every 5 years to age 65				
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 11 years, Annual F17/ FOBT to age 75 or Cologuard screening every 3 years				



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.

www.cthep.com



YOUR BENEFIT RESOURCES

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

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

Anthem Blue Cross and Blue Shield

www.anthem.com/statect

Enhanced Dedicated Member Services: 1-800-922-2232

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.



SEE HEALTHY AND LIVE HAPPY WITH HELP FROM CITY OF BRIDGEPORT AND VSP.



Enroll in VSP® Vision Care to get personalized care from a VSP network doctor at low out-of-pocket costs.

VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

PROVIDER CHOICES YOU WANT.

With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.



Like shopping online? Go to eyeconic.com and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

GET YOUR PERFECT PAIR

TO SPEND ON FEATURED FRAME BRANDS*

bebe CALVINKLEIN COLE HAAN FLEXON LACOSTE F



NINE WEST

SEE MORE BRANDS AT VSP.COM/OFFERS

SAVINGS ON LENS **ENHANCEMENTS**



USING YOUR BENEFIT IS EASY!

Create an account on vsp.com to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

YOUR VSP VISION BENEFITS SUMMARY

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

PROVIDER NETWORK:

VSP Signature



01/01/2020



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
	YOUR COVERAGE WITH A VSP PROVIDER		
WELLVISION EXAM	Focuses on your eyes and overall wellness	\$20	Every 12 months
PRESCRIPTION GLASSE	s	\$30	See frame and lenses
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 	Included in Prescription Glasses	Every 24 months
LENSES	 Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children 	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	 Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements 	\$50 \$80 - \$90 \$120 - \$160	Every 12 months
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) 	\$0	Every 12 months
DIABETIC EYECARE PLUS PROGRAM SM	 Retinal screening for members with diabetes Additional exams and services for members with diabetic eye disease, glaucoma, or age-related macular degeneration. Limitations and coordination with your medical coverage may apply. Ask your VSP doctor details. 	\$0 \$20 per exam	As needed
EXTRA SAVINGS	Glasses and Sunglasses Extra \$20 to spend on featured frame brands. Go to vsp.com/off 30% savings on additional glasses and sunglasses, including lens on the same day as your WellVision Exam. Or get 20% from any WellVision Exam. Routine Retinal Screening No more than a \$39 copay on routine retinal screening as an entager Vision Correction Average 15% off the regular price or 5% off the promotional price facilities After surgery, use your frame allowance (if eligible) for sunglasses	enhancements, from VSP provider with mancement to a Wo e; discounts only a	ellVision Exam

YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Log in to vsp.com to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. 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 laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.





OFFICE OF LABOR RELATIONS

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7610

ERIC AMADO Interim Director

JOSEPH P. GANIM Mayor

> Comm. 02-21 Ref'd to Contracts Committee on 12/06/2021. November 29, 2021

Honorable City Council Members Office of the City Clerk City of Bridgeport

RE: School Crossing Guards - Tentative Agreement and CBA

21 NOV 29 PH 4: 13

Dear Honorable Members:

The City of Bridgeport and the School Crossing Guards union have reached a tentative agreement regarding their bargaining unit contract. Attached for your review is a copy of the signed tentative agreement as well as a red-lined copy of the collective bargaining agreement which shows all additions (underlined text) and deletions (strike throughs). Also attached is the financial impact analysis provided by the Office of Policy and Management as required by City Council Resolution: "(g) financial impact analysis – to include best reasonable estimates as to all expenditure and revenue effects of the reference if approved as requested..." This agreement is subject to ratification by the union membership and approval by the City Council.

Please note that Connecticut General Statute §7-474(b) imposes two (2) important time constraints related to action by a legislative body on this type of agreement. These are:

- 1. [The agreement] shall be submitted by the bargaining representative of the municipality within fourteen days of the date on which such agreement is reached to the legislative body which may approve or reject such request as a whole ... This agreement was signed on November 29, 2021.
- 2. Such request [to approve the agreement] shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body. Based on this language, if the City Council does not accept or reject the agreement by January 12, 2022, the agreement will be considered approved by operation of law.

Please note: The statutory time limit for City Council action is rigid and cannot be altered or waived. This is brought to the Council's attention in case a special meeting or agenda modification is necessary to protect the City Council's right to approve or disapprove this agreement. The next scheduled meeting of the full City Council is **December 6, 2021** and the next scheduled meeting of the Contracts Committee is **December 14, 2021**.

This office respectfully requests the City Council approve the attached negotiated agreement.

Sincerely,

Eric Amado

Director of Labor Relations

cc: Mayor Joseph P. Ganim

Daniel Shamas - Chief of Staff

Janene Hawkins - CAO

Tentative Agreement Between City of Bridgeport And School Crossing Guards

- The duration of the collective bargaining agreement shall be from September 1, 2021 to August 31, 2026.
- The Union agrees to the following wage and wage structure changes:
 - > Effective September 1, 2021 the wage step structure shall be changed from three (3) steps to one (1) step.
 - ➤ Effective September 1, 2021 the hourly wage for all School Crossing Guards will be increased to \$13.15 per hour. (2% increase)
 - Effective July 1, 2022 the hourly wage will be increased to \$14.00 per hour. (State mandated increase)
 - > Effective June 1, 2023 the hourly wage will be increased to \$15.00 per hour. (State mandated increase)
 - ➤ Effective September 1, 2024 the hourly wage will be increased to \$15.30 per hour. (2% increase)
 - > Effective September 1, 2025 the hourly wage will be increased to \$15.61 per hour. (2% increase)
- · School Crossing Guard positions are considered 'at-will' employment.
- Independence Day (July 4th) and Juneteenth are included as paid holidays.
- No leave shall exceed twelve (12) months.
- School Crossing Guard job description updated and included in the CBA.

This Tentative Agreement is agreed	to by all parties on this of 2021.
FOR THE CITY	FOR THE UNION
Mayor Joseph P. Ganim	Angel Resto, President Bridgeport School Crossing Guards Association
Erie Amado Director of Labor Relations	Jon Gearon, Budgeport School Crossing Guards Association

					CITY OF BRIDGEPORT	EPORT						
				OFFICE	OFFICE OF POLICY AND MANAGEMENT	D MANAGEME	INT					
	FINANCIAL IM	FINANCIAL IMPACT OF SCHOOL CROSSING GUARDS	L CROSSING GU		UNION TENTATIVE AGREEMENT SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2026	REEMENT SEPT	TEMBER 1, 2021	THROUGH AL	JGUST 31, 202	9		
				00	COVERS FY2022 THROUGH FY2026	IROUGH FY202	92					
		Year 1	Yes	Year 2 see Note (1)		Year 3 see note(2)	2)	Year 4		Year 5		
FISCAL YEARS		FY22 =2.00%		FY23 =6.463%		FY24 =7.142%		FY25 =2.00%		FY26 =2.00%		5 Years Impact
		FY2022	FY2022	FY2023	FY22-23	FY2024	FY22-FY2024	FY2025	FY22-2025	FY2026	FY22-2026	FY22-2026
School Crossing Guards	Pay Annual Salary	09/1/2021 Increase	FY2022 Compounded	7/1/2022 Increase	FY22-FY23 Compounded	6/1/2023 Increase	FY22-2024 Compounded	9/1/2024 Increase	FY22-FY2025 Compounded	9/1/2025 Increase	FY22-FY2026 Compounded	FY22-FY2026 Compounded
0		%	%	%	%	%	%	%	%	%	%	%
		2.000%	2.000%	6.463%	8.592%	7.142%	16.348%	2.000%	18.675%	7.000%	21.047%	21.047%
TOTAL CROSSING GUARDS SALARY	000'006	18,000	18,000	59,330	77,328	69,801	147,132	20,943	168,075	21,362	189,423	189,423
TOTAL DOLLAR IMPACT	000'006	18,000	18,000	59,330	77,328	69,801	147,132	20,943	168,075	21,362	189,423	189,423
Notes:												
(1) Per, the State of Connecticut Minimum Wage mandate, the School Crossing Guards hourly rate will increase from \$13.15, per hour to \$14.00, and that translates to 6.463% wage increase in FY23.	: Minimum Wag	e mandate, the S	chool Crossing	Guards hourh	y rate will incre	ase from \$13.1	15, per hour to	\$14.00, and th	at translates t	o 6.463% wag	e increase in FY	23.
(2) Per, the State of Connecticut Minimum Wage mandate, the School Crossing Guards hourly rate will increase from \$14.00, per hour to \$15.00, and that translates to 7.142% wage increase in FY24.	: Minimum Wag	e mandate, the S	school Crossing	Guards hourly	y rate will incre	ase from \$14.0	00, per hour to	\$15.00, and th	lat translates t	o 7.142% wag	e increase in FY	24.
(3) Each fiscal year dollar impact reflected is the annual budgetary impact that the indicated % increase will have on that particular year.	t reflected is the	annual budgeta	ry impact that t	he indicated	% increase will	have on that p	varticular year.					
(4) The compounded dollar impact reflected is the total budgetary impact that the accumulated increases over the contract term will increase each year future budget allocation based on prior years	act reflected is t	he total budgeta	ıry impact that t	he accumulat	ted increases or	ver the contrac	ct term will inc	ease each yea	r future budge	et allocation ba	ased on prior y	ears
wage increases.			The state of the s	The second secon								

AGREEMENT BETWEEN

CITY OF BRIDGEPORT

&

BRIDGEPORT SCHOOL CROSSING GUARDS ASSOCIATION

September 1, 2015 2021 to August 31, 2021 2026

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PREAMBLE

This agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and the Bridgeport School Crossing Guards Association, hereinafter referred to as the Association.

ARTICLE 1 - REGOGNITION

- 1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all School Crossing Guards employees of the City of Bridgeport.
- 1.2 The Association recognizes the mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matters relating to wages, hours and other conditions of employment.
- 1.3 School Crossing Guard positions are considered 'at-will employment'.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Except as specifically modified by any provision of this agreement, the City of Bridgeport will continue to have, whether exercised or not, all the rights, power and authority usually vested in management, including but not limited to the following: To determine the services of the City; to direct its employees; to determine and to manage its business affairs; to determine the employment and structure of its workforce; to determine the technology and the efficiency

of its governmental operations and services; and to fulfill all of its legal responsibilities.

ARTICLE 3 - NONDISCRIMINATION

3.1 There shall be no discrimination against an employee because of his race, color, sex, religious creed, national origin, political or union affiliations.

ARTICLE 4 - HOLIDAYS

- All School Crossing Guards shall be paid and have for the following days off:

 holidays, provided they are scheduled to work, and do work, the day before and
 the day after the holiday: Columbus Day, Veteran's Day,
 Thanksgiving Day,
 Day after Thanksgiving, Christmas Day, New Year's Day, President's Day,
 Good Friday, Memorial Day, Martin Luther King Day, and Three Kings Day.

 Independence Day, Juneteenth.
- 4.2 In addition, effective September 1994, all School Crossing guards with one (1) or more years of service shall be paid and have off Labor Day.
- 4.3 Except for paid holidays occurring during a school vacation, employees must work the day before and the day after such holiday unless. The requirement to work the day before and the day after a holiday can be foregone if the employee is excused on either day for reasons acceptable to the City (For Example: Funeral, Immediate Family, Personal Illness, Illness on a holiday, or Emergency conditions beyond the employee's control) in order to be paid for the holiday.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 For all employees covered by this agreement the hours of work will be from 7:45 a.m. to 9:00 a.m.; and 2:00 p.m. to 3:40 p.m. These hours may vary if a Guard covers more than one school, or if individual schools have children coming for breakfast program, or if a school has an opening or closing time different than those listed above.
- As a condition of continued employment, employees will be required to attend a maximum of four (4) hours per year of training which will be scheduled no less than five (5) days, no more than ten (10) days, before the start of the fall semester. The School Crossing Guards will receive one (1) days pay at the applicable rate for attendance.
- 5.3 All new employees, including any employee hired after a three (3) month break inabsence from service, must serve a probationary period of ninety (90) days. During the probationary period, the City has sole and complete discretion to remove any employee for any and all reasons.

ARTICLE 6 - WAGES

- 6.1a Effective September 1, 20152021, the dailywage structure will be changed to a single step, i.e., steps 2 and 3 are eliminated. The Step 1 hourly rate shall be increased by two percent (2.0%).to \$13.15 per hour.
- 6.1b Effective SeptemberJuly 1, 20162022, the dailyStep 1 hourly rate shall be increased by two percent (2.0%).to \$14.00 per hour.
- 6.1c Effective SeptemberJune 1, 20172023, the dailyStep 1 hourly rate shall be increased by zero percent (0%).to \$15.00 per hour

- **6.1d** Effective September 1, 20182024, the daily rate shall be increased by two percent (2.0%).
- **6.1e** Effective September 1, 2019, the daily rate shall be increased by two percent (2.0%).
- 6.1f Effective September 1, 20202025, the daily rate shall be increased by two percent (2.0%).
- 6.2 All active, permanent, full-time School Crossing Guards shall be paid at the straight time rate for those days on which they are scheduled to work and are available to work but are prevented from working solely by virtue of severe storms that cause the school to which the crossing guard is assigned to be closed.

ARTICLE 7 - WEARING APPAREL

- 7.1 School Crossing Guards shall wear the uniform of blue coat and trousers/skirt during the winter months and white shirt and blue trousers/skirt in the fall and spring months.
- 7.2 School Crossing Guards shall, upon appointment, be provided with the following articles of uniform and equipment, in the amount and manner provided for in the following table:
 - 1. One (1) glow vest
 - 2. Two (2) gloves: (1) winter (1) summer
 - 3. One (1) Raincoat
- 7.3 Articles of uniform shall be replaced as needed based upon yearly departmental inspection. Any lost or stolen articles of uniform must be replaced by the employee at their own expense.

- 7.4 Effective September 1, 1997, all active School Crossing Guards returning shall receive a one hundred and sixty dollar (\$160.00) payment to be placed toward the purchase or replacement uniform items specified in 7.1 thru 7.3 above.
- 7.5 Upon discharge or resignation all issued equipment as referenced in Article 7.2 must be returned before a final paycheck will be issued.
- 7.6 The City will make every effort to purchase all equipment from a qualified vendor. The vendor will be expected to have a supply of equipment on hand.

ARTICLE 8 - VACATION

- 8.1 In each contract year, School Crossing Guards with three (3) or more years of service, but less than four (4) years of service, shall receive one (1) day vacation with pay. School Crossing Guards with four (4) or more years of service but less than ten (10) years of service shall receive three (3) days vacation with pay. In each contract year, School Crossing Guards with ten (10) or more years of continuous service, but less than fifteen (15) years of such service shall receive four (4) days vacation with pay. In each contract year employees with fifteen (15) but less than twenty (20) years of service shall receive five (5) days vacation with pay. In each contract year employees with twenty (20) or more years of continuous service shall receive six (6) days vacation with pay.
- 8.2 Vacation time can only be taken when school is not in session.

ARTICLE 9 - INSURANCE

9.1 The City shall provide and pay for the cost of five (5) thousand dollars (\$5,000) Group Term Life Insurance and accidental Death and Dismemberment Policy (double indemnity) for all School Crossing Guard Employees.

ARTICLE 10 - SICK LEAVE

- 10.1 <u>Sick Leave Allowance</u> Sick leave shall be earned by each employee of the Association, at the rate of one working day for each calendar month of service, the total of which shall not exceed ten (10) days for each school year.
- 10.2 A medical certificate acceptable to the appointing authority, will be required for any absence consisting of four (4) or more consecutive working days.
- 10.3 All active School Crossing Guards shall, after ten (10) years of service, shall receive fifty percent (50%) of their accumulated sick time at retirement or termination provided they leave in good standing up to a maximum amount of two hundred (200) days. Effective September 1, 1996, the maximum will be increased to two hundred ten (210) days. Upon 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 estate.
- 10.4 Any employee who works an entire school year without taking time off for any purpose, excluding time taken between the date of death and date of funeral for a member of the employee's immediate family (For the purpose of this Article the term immediate shall mean and include the following: Mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, aunt, uncle, sister-in-law and brother-in-law) shall receive a two hundred dollars (\$200.00) lump sum payment. Said payment shall be made during the last month of the spring termJune.
- 10.5 The City of Bridgeport Attendance Policy that became effective on April 1, 2000 and all its subsequent amendments, modifications and replacements as determined by the City are incorporated into this contract.

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

ARTICLE 11 - COPIES OF THE CONTRACT

11.1 Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy 100 copies of this Agreement to each employee.distribute amongst the union membership. New Employees shall be given a copy of this Agreement at the time of hire. The Association is to receive ten (10) signed copies of this Agreement.

ARTICLE 12 - SAVINGS CLAUSE

12.1 If any section, sentence, clause of phrase of this Agreement shall be held, for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be 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 invalidity of any other portion or provisions

ARTICLE 13 - DRUG TESTING

13.1 The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General sections 31-51t through 31-51bb inclusive, excluding section 31-51v. The City shall provide the union thirty (30) days notice prior to the implementation of Drug and Alcohol testing.

ARTICLE 14 - TERMINATION

14.1 This agreement shall be effective on the 1st day of September, 20152021 and shall remain in full force and effect until the 31st day of August, 20212026.

SIGNATURES

day of	, <u>20172021</u> .
FOR THE CITY	FOR THE UNION
Mayor Joseph P. Ganim	Angel Resto, President Bridgeport School Crossing Guards Association
Janene Hawkins Eric Amado Director of Labor Relations	Jon Gendron, Bridgeport School Crossing Guards Association

JOB DESCRIPTION - SCHOOL CROSSING GUARD

Classification Title: School Crossing Guard

Job Class Code: 3601

Civil Service Designation: Classified service; non-competitive

Union: School Crossing Guards

GENERAL STATEMENT OF DUTIES

Under general supervision as assigned by the City, prepares crossing zone, and assists children and their parents/guardians in crossing streets and/or intersections safely, while traveling to and from school; all other related work as required.

ILLUSTRATIVE EXAMPLES OF WORK

- Performs routine work of a repetitive nature requiring some judgment and discretion in dealing with children while acting in accordance with established policies, procedures, and guidelines.
- Regular and prompt attendance is essential; mental effort is required daily.
- Responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.
- Accompanies children across streets and sees that children do not cross streets while traffic is moving.
- Alerts and prevents on-coming motor vehicles from travel when crossing children and their parents/guardians.

REQUIRED QUALIFICATIONS:

- a. As to education, training and experience:
 - Graduation from high school, vocational school, or GED equivalent.
 - Basic knowledge of first aid and/or CPR, a plus.
- b. As to special knowledge, abilities, and skills:
 - Moderate responsibility for the care, condition and use of materials, equipment, and tools; great responsibility for the use of discretion and independent judgment in the safe crossing of children.
 - Patience and sensitivity while dealing with children and the general public.
 Ability to remain calm, concentrate and perform all responsibilities in a competent and professional manner at all times.
 - Demonstrated capability to communicate effectively verbally and in writing, using proper grammar and spelling; ability to follow written and verbal instructions.
 - Must be able to understand English and speak English well enough to be clearly understood.

- Demonstrated capability to use accurate judgment of traffic flow, speed and direction of travel; prioritize activities; regular use of hand-held stop sign, reflector vest, cones, etc.
- Demonstrated capability to establish and maintain effective working relationships with other employees, school officials, public safety personnel and the general public.

WORK ENVIRONMENT:

Job is performed outdoors and is subject to exposure to the elements: heat, cold, and wet conditions; and variable weather conditions. Employee is subject to moderate traffic noise and the hazards associated with stopping/directing traffic.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations which do not cause undue hardship may be made to enable individuals with disabilities to perform the essential functions.

• While performing the duties of this job, the employee is frequently required to walk, run, talk, and hear. The employee is required to use hands to handle, feel or operate objects; and reach with hands and arms. The employee is occasionally required to balance, stoop, kneel, or crouch. The employee must frequently lift and/or move up to 5 pounds and occasionally lift weights up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. Physical demands will be reviewed and revised on a quinquennial basis.

WAGE APPENDIX

DAILY RATES	2015	2016	2017	2018	2019	2020
First step	\$ 29.92	\$ 30.51	\$ 30.51	\$ 31.13	\$ 31.75	\$ 32.38
Second step	\$ 32.24	\$ 32.89	\$ 32.89	\$ 33.54	\$ 34.22	\$ 34.90
Third step	\$ 34.73	\$ 35.43	\$ 35.43	\$ 36.13	\$ 36.86	\$ 37.59

Based on 2 hours 55 minutes worked per day (2.916667 hours)

HOURLY RATES	2015	2016	2017	2018	2019	2020
First step	\$ 10.26	\$ 10.46	\$ 10.46	\$ 10.67	\$ 10.88	\$ 11.10
Second step	\$ 11.05	\$ 11.28	\$ 11.28	\$ 11.50	\$ 11.73	\$ 11.97
Third step	\$ 11.91	\$ 12.15	\$ 12.15	\$ 12.39	\$ 12.64	\$ 12.89

Baesd on 2 hours	55 min	utes work	ed per	day (2.916	6667 h	ours)				
DAILY RATES	8/	1/2021	7/	1/2022	6/	1/2023	9/	1/2024	9/	1/2025
First step	\$	38.35	\$	40.83	\$	43.75	\$	44.63	\$	45.52

Baesd on 2 hours !	55 mini	utes work	ed per	day (2.916	6667 h	ours)				
HOURLY RATES	8/	1/2021	7/	1/2022	6/	1/2023	9/	1/2024	9/	1/2025
First step	\$	13.15	\$	14.00	\$	15.00	\$	15.30	\$	15.61

AGREEMENT BETWEEN

CITY OF BRIDGEPORT

&

BRIDGEPORT SCHOOL CROSSING GUARDS ASSOCIATION

September 1, 2021 to August 31, 2026

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PREAMBLE

This agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and the Bridgeport School Crossing Guards Association, hereinafter referred to as the Association.

ARTICLE 1 - REGOGNITION

- 1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all School Crossing Guards employees of the City of Bridgeport.
- 1.2 The Association recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matters relating to wages, hours and other conditions of employment.
- 1.3 School Crossing Guard positions are considered 'at-will' employment.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Except as specifically modified by any provision of this agreement, the City of Bridgeport will continue to have, whether exercised or not, all the rights, power and authority usually vested in management, including but not limited to the following: To determine the services of the City; to direct its employees; to determine and to manage its business affairs; to determine the employment and structure of its workforce; to determine the technology and the efficiency

of its governmental operations and services; and to fulfill all of its legal responsibilities.

ARTICLE 3 - NONDISCRIMINATION

3.1 There shall be no discrimination against an employee because of his race, color, sex, religious creed, national origin, political or union affiliations.

ARTICLE 4 - HOLIDAYS

- 4.1 All School Crossing Guards shall be paid for the following holidays, provided they are scheduled to work, and do work, the day before and the day after the holiday: Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, Memorial Day, Martin Luther King Day, and Three Kings Day, Independence Day, Juneteenth.
- 4.2 In addition, effective September 1994, all School Crossing guards with one (1) or more years of service shall be paid and have off Labor Day.
- 4.3 Except for paid holidays occurring during a school vacation, employees must work the day before and the day after such holiday. The requirement to work the day before and the day after a holiday can be foregone if the employee is excused on either day for reasons acceptable to the City (For Example: Funeral, Immediate Family, Personal Illness, Illness on a holiday, or Emergency conditions beyond the employee's control) in order to be paid for the holiday.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 For all employees covered by this agreement the hours of work will be from 7:45 a.m. to 9:00 a.m.; and 2:00 p.m. to 3:40 p.m. These hours may vary if a Guard covers more than one school, or if individual schools have children coming for breakfast program, or if a school has an opening or closing time different than those listed above.
- As a condition of continued employment, employees will be required to attend a maximum of four (4) hours per year of training which will be scheduled no less than five (5) days, no more than ten (10) days, before the start of the fall semester. The School Crossing Guards will receive one (1) days pay at the applicable rate for attendance.
- 5.3 All new employees, including any employee hired after a three (3) month absence from service, must serve a probationary period of ninety (90) days. During the probationary period, the City has sole and complete discretion to remove any employee for any and all reasons.

ARTICLE 6 - WAGES

- 6.1a Effective September 1, 2021, the wage structure will be changed to a single step, i.e., steps 2 and 3 are eliminated. The Step 1 hourly rate shall be increased to \$13.15 per hour.
- **6.1b** Effective July 1, 2022, the Step 1 hourly rate shall be increased to \$14.00 per hour.
- **6.1c** Effective June 1, 2023, the Step 1 hourly rate shall be increased to \$15.00 per hour.

- **6.1d** Effective September 1, 2024, the hourly rate shall be increased by two percent (2.0%).
- **6.1e** Effective September 1, 2025, the hourly rate shall be increased by two percent (2.0%).
- 6.2 All active, permanent, full-time School Crossing Guards shall be paid at the straight time rate for those days on which they are scheduled to work and are available to work but are prevented from working solely by virtue of severe storms that cause the school to which the crossing guard is assigned to be closed.

ARTICLE 7 - WEARING APPAREL

- 7.1 School Crossing Guards shall wear the uniform of blue coat and trousers/skirt during the winter months and white shirt and blue trousers/skirt in the fall and spring months.
- 7.2 School Crossing Guards shall, upon appointment, be provided with the following articles of uniform and equipment, in the amount and manner provided for in the following table:
 - 1. One (1) glow vest
 - 2. Two (2) gloves: (1) winter (1) summer
 - 3. One (1) Raincoat
- 7.3 Articles of uniform shall be replaced as needed based upon yearly departmental inspection. Any lost or stolen articles of uniform must be replaced by the employee at their own expense.
- 7.4 Effective September 1, 1997, all active School Crossing Guards returning shall receive a one hundred and sixty dollar (\$160.00) payment to be placed toward the purchase or replacement uniform items specified in 7.1 thru 7.3 above.

- 7.5 Upon discharge or resignation all issued equipment as referenced in Article 7.2 must be returned before a final paycheck will be issued.
- 7.6 The City will make every effort to purchase all equipment from a qualified vendor. The vendor will be expected to have a supply of equipment on hand.

ARTICLE 8 - VACATION

- 8.1 In each contract year, School Crossing Guards with three (3) or more years of service, but less than four (4) years of service, shall receive one (1) day vacation with pay. School Crossing Guards with four (4) or more years of service but less than ten (10) years of service shall receive three (3) days vacation with pay. In each contract year, School Crossing Guards with ten (10) or more years of continuous service, but less than fifteen (15) years of such service shall receive four (4) days vacation with pay. In each contract year employees with fifteen (15) but less than twenty (20) years of service shall receive five (5) days vacation with pay. In each contract year employees with twenty (20) or more years of continuous service shall receive six (6) days vacation with pay.
- 8.2 Vacation time can only be taken when school is not in session.

ARTICLE 9 - INSURANCE

9.1 The City shall provide and pay for the cost of five (5) thousand dollars (\$5,000) Group Term Life Insurance and accidental Death and Dismemberment Policy (double indemnity) for all School Crossing Guard Employees.

ARTICLE 10 - SICK LEAVE

- 10.1 <u>Sick Leave Allowance</u> Sick leave shall be earned by each employee of the Association, at the rate of one working day for each calendar month of service, the total of which shall not exceed ten (10) days for each school year.
- 10.2 A medical certificate acceptable to the appointing authority, will be required for any absence consisting of four (4) or more consecutive working days.
- 10.3 All active School Crossing Guards shall, after ten (10) years of service, shall receive fifty percent (50%) of their accumulated sick time at retirement or termination provided they leave in good standing up to a maximum amount of two hundred (200) days. Effective September 1, 1996, the maximum will be increased to two hundred ten (210) days. Upon 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 estate.
- 10.4 Any employee who works an entire school year without taking time off for any purpose, excluding time taken between the date of death and date of funeral for a member of the employee's immediate family (For the purpose of this Article the term immediate shall mean and include the following: Mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, aunt, uncle, sister-in-law and brother-in-law) shall receive a two hundred dollars (\$200.00) lump sum payment. Said payment shall be made during the month of June.
- 10.5 The City of Bridgeport Attendance Policy that became effective on April 1, 2000 and all its subsequent amendments, modifications and replacements as determined by the City are incorporated into this contract.
- 10.6 Notwithstanding any other provisions of this Agreement, no leave shall exceed twelve months in duration.

ARTICLE 11 - COPIES OF THE CONTRACT

11.1 Within ninety (90) days after the signing of this Agreement, the City shall furnish 100 copies of this Agreement to distribute amongst the union membership. New Employees shall be given a copy of this Agreement at the time of hire.

ARTICLE 12 - SAVINGS CLAUSE

12.1 If any section, sentence, clause of phrase of this Agreement shall be held, for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be 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 invalidity of any other portion or provisions

ARTICLE 13 - DRUG TESTING

13.1 The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General sections 31-51t through 31-51bb inclusive, excluding section 31-51v. The City shall provide the union thirty (30) days notice prior to the implementation of Drug and Alcohol testing.

ARTICLE 14 - TERMINATION

14.1 This agreement shall be effective on the 1st day of September, 2021 and shall remain in full force and effect until the 31st day of August, 2026.

SIGNATURES

IN WITNESS WHEREOF, the parties he	ereto set their hand this day of, 2021.
FOR THE CITY	FOR THE UNION
Mayor Joseph P. Ganim	Angel Resto, President Bridgeport School Crossing Guards Association
Eric Amado Director of Labor Relations	Jon Gedron, Bridgeport School Crossing Guards Association

JOB DESCRIPTION – SCHOOL CROSSING GUARD

Classification Title:

School Crossing Guard

Job Class Code:

Civil Service Designation: Classified service; non-competitive

Union:

School Crossing Guards

GENERAL STATEMENT OF DUTIES

Under general supervision as assigned by the City, prepares crossing zone, and assists children and their parents/guardians in crossing streets and/or intersections safely, while traveling to and from school; all other related work as required.

ILLUSTRATIVE EXAMPLES OF WORK

- Performs routine work of a repetitive nature requiring some judgment and discretion in dealing with children while acting in accordance with established policies, procedures, and guidelines.
- Regular and prompt attendance is essential; mental effort is required daily.
- Responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.
- Accompanies children across streets and sees that children do not cross streets while traffic is moving.
- Alerts and prevents on-coming motor vehicles from travel when crossing children and their parents/guardians.

REQUIRED QUALIFICATIONS:

- a. As to education, training and experience:
 - Graduation from high school, vocational school, or GED equivalent.
 - Basic knowledge of first aid and/or CPR, a plus.
- b. As to special knowledge, abilities, and skills:
 - Moderate responsibility for the care, condition and use of materials, equipment, and tools; great responsibility for the use of discretion and independent judgment in the safe crossing of children.
 - Patience and sensitivity while dealing with children and the general public. Ability to remain calm, concentrate and perform all responsibilities in a competent and professional manner at all times.
 - Demonstrated capability to communicate effectively verbally and in writing, using proper grammar and spelling; ability to follow written and verbal instructions.
 - Must be able to understand English and speak English well enough to be clearly understood.

- Demonstrated capability to use accurate judgment of traffic flow, speed and direction of travel; prioritize activities; regular use of hand-held stop sign, reflector vest, cones, etc.
- Demonstrated capability to establish and maintain effective working relationships with other employees, school officials, public safety personnel and the general public.

WORK ENVIRONMENT:

Job is performed outdoors and is subject to exposure to the elements: heat, cold, and wet conditions; and variable weather conditions. Employee is subject to moderate traffic noise and the hazards associated with stopping/directing traffic.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations which do not cause undue hardship may be made to enable individuals with disabilities to perform the essential functions.

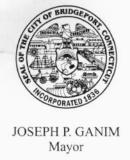
• While performing the duties of this job, the employee is frequently required to walk, run, talk, and hear. The employee is required to use hands to handle, feel or operate objects; and reach with hands and arms. The employee is occasionally required to balance, stoop, kneel, or crouch. The employee must frequently lift and/or move up to 5 pounds and occasionally lift weights up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. Physical demands will be reviewed and revised on a quinquennial basis.

WAGE APPENDIX

Baesd on 2 hours	55 min	utes worke	ed per	day (2.916	6667 h	ours)				
DAILY RATES	8/	1/2021	7/	1/2022	6/	1/2023	9/	1/2024	9/	1/2025
First step	\$	38.35	\$	40.83	\$	43.75	\$	44.63	\$	45.52

Baesd on 2 hours !	55 min	utes worke	ed per	day (2.916	6667 h	ours)				
HOURLY RATES	8/	1/2021	7/	1/2022	6/	1/2023	9/	1/2024	9/	1/2025
First step	\$	13.15	\$	14.00	\$	15.00	\$	15.30	\$	15.61



CITY OF BRIDGEPORT OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace Bridgeport, Connecticut 06604 Telephone 203-576-7271 Fax 203-332-5628

> VERONICA JONES Tax Collector

COMM. #03-21 Ref'd to Miscellaneous Matters Committee on 12/6/2021

DATE:

September 23, 2021

TO:

Committee on Miscellaneous Matters

FROM:

Veronica Jones, Tax Collector

SUBJECT:

Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statues of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

2012 ESA PROJECT COMPANY LLC 4353 N $1^{\rm ST}$ STREET $4^{\rm TH}$ FL SAN JOSE, CA 95134

REFERENCE 522 FAIRFIELD AVE.

2019-02-0004017

Refund due:

\$14,169.52

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended This is to certify that 2012 ESA PROJECT COMPANY LLC

Sec. 12-81 Sec. 12-124 Sec. 12-125 Sec. 12-126 Sec. 12-127 Sec. 12-127 Sec. 12-128	(20) Servicemen Having D Abatement to poor. Abatement of Taxes of C Tangible Personal Prope Abatement or Refund to A Abatement of Taxes on Refund of Taxes Erroneo Refund of Excess Paymen	corporations erty Assesse Blind Perso Structures ously Collect	Rating. do in more than opens. of Historical of	one Munici r Architec	pality. tural Merit.	t of 10/01/2019
2012 ESA PROJEC 4353 N 1ST STREI SAN JOSE, CA 95	ET 4TH FL		P900 522 F2	02-00040 07270 AIRFIELD *2019020	AVENUE	ı
To	Colle	ctor of	CITY OF BRIDG	EPORT	State of Conn	ecticut.
The service exemption	fund* of such part of my or Sec. 12-129 Refund o s out service exemption	f Excess Pa	vments.			
	*********		not apply)			
Total Due 07/01/2 Total Paid 07/29/2	2020 123,301.28	0.00 0.00	Lien 0.00 0.00	Fee 0.00 0.00		Overpaid Ta
Adjusted Refund	-14,169.52	0.00	0.00	0.00	137,470.80	-14,169.52 **
Print Name		Signa	ture of Taxpayer		Date	_
To the First Selectman It is recommended that be made to the above-n	collector's RECOMME , or refund* of property tag amed taxpayer in accorda d of Excess Payments.	xes and int	erest in the amo	ount of	14.169.52	
DATED AT CITY OF BRIDG	EPORT, CONNECTICUT THIS	S 17 DAY OF	September 2021			
The First Selectman, a approved on the Property Taxes and Int	s authorized by the Boar	rd of Selec	VERNING BODY tman, or was voted to re to	fund	·	
			Fir	st Selectm	nan	
			Oth	er Governi	ng Body	
			-			

Mail To :

CITY OF BRIDGEPORT 325 CONGRESS STREET BRIDGEPORT, CT 06604

TOTALS

FEES

29,452.20 25,424.44 21,189.24 0.00 61,404.92

0.00

137,470.80

00.0

0.00

0.00

137,470.80



OF 09/17/2021

AS

GENERAL DATA PERSONAL PROPERTY CITY OF BRIDGEPORT

2012 ESA PROJECT COMPANY LLC FL 4TH 522 FAIRFIELD AVENUE 4353 N 1ST STREET 95134 SAN JOSE CA ORIGINAL OWNER: CITY ST ZIP: COUNTRY: PROP LOC.: EXR PROP LOC: D.B.A.: ADDRESS2: ADDRESS: :0/0 2019-02-0004017 P--9007270 2020DQ0032455 BILL NO: UNIQUE ID: ESCROW: FILE# LINK# BANK:

EXMPT CHANGE:

1,871,410

PROP ASSESSED:

EXEMPTIONS: COC CHANGE:

DISTRICT: / BACK TAXES

412,370 2,283,780 53.9900

NET VALUE: MILL RATE: *** BILLED ***

CITY 84,176.62 84,176.62 0.00 -45,051.96 123,301.28 137,470.80 TOTAL PAID: TOT TAX INST2 INST3 INST4 INSTI ADJS

84,176.62 84,176.62 0.00 -45,051.96 123,301.28 137,470.80

TOTALS

*** PAYMENTS

000000 LIENS 0.00 INTEREST 29, 452.20 25, 424.44 21, 189.24 -45, 051.96 61, 404.92 AMOUNT H H H H H 99/1/1 TERM/BATCH/SEQ 3/2590/6 3/2590/2 QQ 176586P ADJ 08/21/2020 P DATE 12/18/2020 12/18/2020 12/18/2020 12/16/2020 CYCLE 6 6 6 6 Pay-T Pay-T Pay-T Adj TYPE

TOTAL BALANCE DUE AS OF 09/17/2021

TOTAL PAYMENTS

0.00 0.00 0.00 -14,169.52 -14,169.52 CILX TAX DUE NOW TOT DUE NOW BALANCE DUE DOE LIEN DUE INT DUE FEES

*** FLAGS ***

Circuit Breaker Amount 0
Invalid Address Flag No
Last Adjustment Reason REDUCED PER STIP JUDGMENT FILED 11/19/20
ADD. MESSAGES
Stip Jud HHB-CV-20-6060464-s
roll down all op to future bills until funds exhausted. vj 12/18/2020

Stip

Per

REQUEST FOR REFUND OF PERSONAL PROPERTY TAXES

TO: Veronica Jones

Tax Collector
Tax Collection

45 Lyon Terrace, Room 123 Bridgeport, CT 06604

TAXPAYER:

2012 ESA Project Company, LLC

PROPERTY ADDRESS:

Personal property (fuel cell) located at 522 Fairfield Avenue, Bridgeport, CT

AMOUNT OF REFUND: \$ 14,169.52

REASON:

Taxpayer's fuel cell was assessed on the 2016, 2017, 2018 & 2019 grand lists. Taxpayer filed an appeal in court disputing the valuation and the parties entered into a stipulation reducing the assessments and providing the taxpayer with a credit for any overpayment of taxes applied to the January 2021 and July 2021 bill. The Taxpayer received its credits due for the January 2021 bill (2nd half of the 2019 assessment), with a balance owed of \$14,169.52 to be applied to the July 2021 bill. The Taxpayer's fuel cell was deemed exempt from taxes for the 2020 grand list, therefore the taxpayer's July 2021 bill was \$0. Accordingly, since the fuel cell is now exempt and Taxpayer does not have any other assets located in Bridgeport, it is requesting that the \$14,169.52 overpayment be refunded to the Taxpayer in accordance with CGS §12-129.

2012 ESA Project Company, LLC is entitled to this refund because it made payments from funds under its control, and no other party will be requesting this refund.

The undersigned authorized officer of 2012 ESA Project Company, LLC understands that false or deliberately misleading statements subject me to penalties for perjury and/or obtaining money under false pretenses.

Tim Gray	Social gried by.	9/2/2021		
	76B142C22A6343F			
Print Name	Signature	Date		

Fonseca, Nancy

From:

Jones, Veronica

Sent:

Friday, September 17, 2021 12:26 PM

To:

Fonseca, Nancy

Subject:

FW: 2012 ESA Project v. Bridgeport- Request for refund

From: Amy Blume <apb@bvmlaw.com> Sent: Friday, September 17, 2021 9:39 AM

To: Liskov, Russell < Russell.Liskov@Bridgeportct.gov>; Jones, Veronica < Veronica.Jones@Bridgeportct.gov>

Cc: Miller, Julie < Julie. Miller@Bridgeportct.gov>

Subject: RE: 2012 ESA Project v. Bridgeport- Request for refund

The statute that exempts the fuel cell is CGS sec. 12-81(57). The subsection that applies to this fuel cell is (B):

§ 12-81. Exemptions The following-described property shall be exempt from taxation:

- (57) Class I renewable energy sources, hydropower facilities, solar water or space heating systems, geothermal energy resources and solar thermal or geothermal renewable energy sources.
- (B) For assessment years commencing on and after October 1, 2013, any Class I renewable energy source, as defined in section 16-1, hydropower facility described in subdivision (21) of subsection (a) of section 16-1, or solar thermal or geothermal renewable energy source, installed for generation or displacement of energy, provided (i) such installation occurs on or after January 1, 2010, (ii) such installation is for commercial or industrial purposes, (iii) the nameplate capacity of such source or facility does not exceed the load for the location where such generation or displacement is located, and (iv) such source or facility is located in a distressed municipality, as defined in section 32-9p, with a population between one hundred twenty-five thousand and one hundred thirty-five thousand.

Please advise if you need anything further.

Amy P. Blume, Esq.
Bershtein, Volpe & McKeon, P.C.
900 Chapel Street
11th floor
New Haven, CT 06510
Phone (203) 777-5800 ext. 109
Direct Dial (203) 859-6229
Fax (203) 777-5806
www.bymlaw.com



www.napta.com

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From: Liskov, Russell < Russell.Liskov@Bridgeportct.gov >

Sent: Friday, September 17, 2021 8:00 AM

To: Jones, Veronica < Veronica.Jones@Bridgeportct.gov >; Amy Blume < apb@bvmlaw.com >

Cc: Miller, Julie < Julie. Miller@Bridgeportct.gov >

Subject: Re: 2012 ESA Project v. Bridgeport- Request for refund

The property is now exempt and will be exempt in the future, thus the only way to clear the balance is a refund. Amy pleas send the exemption statute. This will save me time.

From: Jones, Veronica < Veronica. Jones @ Bridgeportct.gov >

Sent: Thursday, September 16, 2021 1:35 PM

To: Liskov, Russell < <u>Russell.Liskov@Bridgeportct.gov</u>> **Cc:** Miller, Julie < Julie.Miller@Bridgeportct.gov>

Subject: Re: 2012 ESA Project v. Bridgeport- Request for refund

Russell,

CGS 12-129 just refer to the refund. I need the statute that states I can refund this account. The stip is not clear on any refund. It states to pay taxes. I will check will the assessor's office to see how long this account will be exempt.

From: Liskov, Russell < Russell.Liskov@Bridgeportct.gov>

Sent: Wednesday, September 15, 2021 7:02 AM

To: Jones, Veronica < Veronica. Jones@Bridgeportct.gov>

Subject: Fw: 2012 ESA Project v. Bridgeport- Request for refund

From: Amy Blume <apb@bvmlaw.com>

Sent: Tuesday, September 14, 2021 11:17 AM

To: Liskov, Russell < Russell.Liskov@Bridgeportct.gov>

Subject: 2012 ESA Project v. Bridgeport- Request for refund

Hi Russell, hope you had a great time at the wedding.

Could you please forward the attached request for refund to the tax collector and advise if anything else needed to process a refund. Any assistance you could provide to get this processed is greatly appreciated.

Thanks.

Amy P. Blume, Esq. Bershtein, Volpe & McKeon, P.C. 900 Chapel Street 11th floor
New Haven, CT 06510
Phone (203) 777-5800 ext. 109
Direct Dial (203) 859-6229
Fax (203) 777-5806
www.bvmlaw.com



www.napta.com

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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance.

DOCKET NO: HHB-CV-20-6060464-S : SUPERIOR COURT

2012 ESA PROJECT COMPANY, LLC : J.D. OF NEW BRITAIN

:

VS AT NEW BRITAIN

CITY OF BRIDGEPORT : NOVEMBER 19, 2020

AGREEMENT FOR STIPULATED JUDGMENT

The Plaintiff, 2012 ESA Project Company, LLC (the "Plaintiff"), on October 1,
 2016, October 1, 2017, October 1, 2018 and October 1, 2019 was the owner of certain personal
 property in the City of Bridgeport, Connecticut (hereinafter the "Property").

- The Plaintiff filed its personal property declaration for the Grand Lists of the above mentioned years indicating a total value for the personal property, which value represented a depreciated value of the original cost.
- 3. The Assessor of the City, after an audit of the tax years 2016, 2017 and 2018 and change in assessment for 2019, assigned a total assessed value (representing the depreciated 70% value) to the personal property as follows:
 - a) October 1, 2016 = \$3,742,348
 - b) October 1, 2017 = \$3,430,291
 - c) October 1, 2018 = \$3,118,230
 - d) October 1, 2019 = \$3,118,230
- 4. The Plaintiff never received notice of an increase in assessment for the October 1, 2016, 2017, 2018 or 2019 grand lists prior to February 20, 2020 and therefore was barred from appealing to the City's Board of the Assessment Appeals ("BAA") for a correction of the

assessments. Accordingly, the Plaintiff instituted its appeal to this court pursuant to §12-119 and §12-117a.

- 5. Based upon negotiations and additional evidence, the parties have agreed to the following changes to the assessments of the personal property:
 - a. October 1, 2016 Grand List, net assessment of \$3,352,625.
 - b. October 1, 2017 Grand List, net assessment of \$2,962,672.
 - c. October 1, 2018 Grand List, net assessment of \$2,572,718.
 - d. October 1, 2019 Grand List, net assessment of \$2,283,780.
 - 6. This Agreement shall be binding on the Plaintiff, its successors and assigns.
 - 7. Each party shall bear its own costs, fees and expenses.
- 8. The parties acknowledge there is a credit due and owing to the Plaintiff as a result of the amended assessments of the Property and Plaintiff acknowledges that said credit shall be applicable to the January 2021 tax bill and if necessary, to the next tax bill issued in July 2021.

The Plaintiff

2012 ESA PROJECT COMPANY, LLC

Rv.

Bershlein, Volpe & McKeon P.C.

900 Chapel Street, 11th Floor

New Haven, CT 06510

Its Attorney

The Defendant CITY OF BRIDGEPORT

By:

Russell D. Liskov, Esq. Bridgeport City Attorney Office of City Attorney 999 Broad Street Bridgeport, CT 06604 Its Attorney DOCKET NO: HHB-CV-20-6060464-S : SUPERIOR COURT

2012 ESA PROJECT COMPANY, LLC : J.D. OF NEW BRITAIN

VS AT NEW BRITAIN

CITY OF BRIDGEPORT : NOVEMBER 19, 2020

MOTION FOR JUDGMENT IN ACCORDANCE WITH STIPULATION

The Plaintiff, 2012 ESA Project Company, LLC, hereby moves for judgment in the above-referenced matter pursuant to the Stipulation executed and entered into by and between the parties, which is attached hereto.

THE PLAINTIFF: 2012 ESA PROJECT COMPANY, LLC

By: <u>308845</u>

Amy P. Blume
Bershtein, Volpe & McKeon P.C.
900 Chapel Street, 11th Floor
New Haven, CT 06510

Juris # 412124 Tel. # (203)777-5800

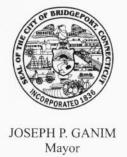
CERTIFICATION

I certify that a copy of the above was or will immediately be mailed or delivered electronically or non-electronically on November 19, 2020 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served.

Bridgeport City Attorney
Office of City Attorney
999 Broad Street
Bridgeport, CT 06604

308845

Amy P. Blume



CITY OF BRIDGEPORT OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace Bridgeport, Connecticut 06604 Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

COMM. #04-21 Ref'd to Miscellaneous Matters Committee on 12/6/2021

DATE:

September 14, 2021

TO:

Committee on Miscellaneous Matters

FROM:

Veronica Jones, Tax Collector

SUBJECT:

Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statues of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

DRS NAVAL POWER SYSTEMS, INC. 21 SOUTH STREET DANBURY, CT 06810

REFERENCE 196 ISLAND BROOK AVE.

2019-01-0009621

Refund due:

\$10,492.69

21 NOV -2 PH 12: 17

July 21, 2021

Account Number:

Capture Date:

662806558 February 04, 2021

Item Number: Posted Date:

Amount:

neunt:

103,379.25

Record Type:

Foreign Item (Not On Us)

125730

Dutats on

0

DRS NAVAL POWER SYSTEMS, INC.

21 SOUTH ST DANBURY, CT 06810 CHASE O Synacuse, New York NA

50-937/213

DATE

CONTROL NO.

AMOUNT

01/21/2021

000125730

\$103,379.25

One Hundred Three Thousand Three Hundred Seventy Nine And 25/100 Dollars

PAY TO THE ORDER OF CITY OF BRIDGEPORT, THE

TAX COLLECTOR

325 CONGRESS STREET BRIDGEPORT, CT 06604

OUTLIANDING CICHATUM

#125730# 1:0213093791:

662806556#

987700035 1 7 02/04/2021 00000

CREDIT TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
PAYMENT ACCEPTED WITHOUT PREJUDICE
ABSENCE OF ENDORSEMENT GUARANTEED
WEBSTER BANK >211170101<

July 21, 2021

Account Number:

662806558 Capture Date:

February 04, 2021 5250013176974

Item Number: Posted Date:

February 04, 2021

Amount:

103,379.25

Record Type:

Foreign Item (Not On Us'

DRS NAVAL POWER SYSTEMS, INC.

21 SOUTH ST DANBURY, CT 06810

CHASE O 50-937/213

DATE

CONTROL NO.

AMOUNT

01/21/2021

000125730

\$103,379.25

125730

0

One Hundred Three Thousand Three Hundred Seventy Nine And 25/100 Dollars

PAY TO THE ORDER OF

CITY OF BRIDGEPORT, THE

TAX COLLECTOR

325 CONGRESS STREET BRIDGEPORT, CT 06604

#125730# #021309379#

66 2806 5 5 6 18

987700035 1 7 02/04/2021 00000

CREDIT TO THE ACCOUNT OF THE WITHIN NAMED PAYEE PAYMENT ACCEPTED WITHOUT PREJUDICE ABSENCE OF ENDORSEMENT GUARANTEED WEBSTER BANK >211170101<

July 21, 2021

Account Number:

Capture Date: Item Number:

February 04, 2021 5250013176968 February 04, 2021

Posted Date:
Posted Item Number:

R77770002360001

Amount:

10,492.69

Record Type:

Remittance Item

REAL ESTATE TAX BILL 2020

Make checks payable to: TAX COLLECTOR CITY OF BRIDGEPORT 325 CONGRESS STREET BRIDGEPORT, CT 06604

015

196 ISLAND BROOK AV 60 1535 15 4080 269 WITH YOUR PAYMENT

LIST NUMBER	DIST	BANK	ON	GRAND LIST	ORIGINAL TOTAL TAX	PAID TO DATE	AMOUNT DUE
2019 1 00096	21		OCTO	BER 1, 2019		PAID TO DATE	January 1, 2021
MILL RATE	GROSS A	SSESSMENT	EXEMPTION	NET ASSESSMENT	\$20,985.38	\$10,492.69	\$10,492.69
53.9900	388	8,690	0	388,690	420,500.00	AS OF DECEMBER 9, 2020	DELINQUENT AFTER FEB 1, 20

1535-15----

ENGINEERED ELECTRIC COMPANY 141 NORTH AVE BRIDGEPORT CT 06606-5120



015190100096211010492690000000000000000000000000000100014926918

987700035 1 1 02/04/2021 00000

EFT/ACH Detail for Invoice: 2019010009621-2

Transaction Date: 1/28/2021 4:41:43 AM

Account Number: 1535-15-----CV-0730202113322

Invoice Number: 2019010009621-2

Auth Order Number: M1B28D4142537

Invoice Type: Real Estate

Customer: 141 N AVE LLC

Address: 4775 Collins Avenue, Suite 2504

City, State, Zip: MIAMI BEACH, FL 33140

Phone Number: Email Address:

RTE / Account: 021000021 / XXXXX1381

Account Type: Commercial Checking

Transaction Code: Sale

Transaction Amount: \$10,492.69

Convenience Fee: \$0.00

Total Amount: \$10,492.69

Reference: 601286D6F3D5E0F55A1D8A01EF047C8EE8CD5372

Message: PAYMENT PROCESSED 774712

Biller Reference:

WSReportID: 789

Payment Source: Scheduled Payment

Payment Processed By: N/A

Remote IP: 127.0.0.1

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

rake Clack or again to

	2-81(20), Sec. ertify that 14		12-126, 12-12	i, 12-121a,	12-128, 12-12	e kev. as Amer	ngeu
☐ Sec	satisfactory p :. 12-81 (20) Se :. 12-124 Abatem	ervicemen Havin ment to poor.	g Disability Ra	to an exempt	cion on the as	sessment list	of 10/01/2019
	: 12-125 Abatem : 12-126 Tangih			in more tha	un one Municip	alitv.	
□ Sec	. 12-127 Abates	ment or Refund	to Blind Person	5.			
☐ Sec	. 12-128 Refund	d of Taxes Erro	neously Collect				
☐ Sec	. 12-129 Refund	i of Excess Pay	ments.				
141 N AV					9-01-000962	2777	
1862 EAS	RE, CT 06610				515 ISLAND BRO		
	al Power Sys	tome he.					
21 South		rans,		FLEIN	*20190100	09621*	
	CT 06816		llector of C	ITY OF BR	IDGEPORT S	tate of Conne	ecticut.
I hereby app	Islando rook	are of out of	C6 my tax as shal	l represent			
The service							
	Cross out	service exempti	on if it does n	ot apply)			
*******	********	**************************************	**************************************	**************************************	Fee	Total	Overpaid T
Total Due	07/01/2020	20,985.38	0.00	0.00	0.00	20,985.38	
Total Paid	02/01/2021	31,478.07	0.00	0.00	0.00	31,478.07	-10,492.69 **
Adjusted Refu	and	0.00	0.00	0.00	0.00	10,492.69	
I am entitled to	this refund beca		ZAD, SIGN, Al			her party will	be requesting
this refund. I	understand that fa ining money under	alse or deliberat	ely misleading st				
	son Rin	ch.	61	7/		8/96	ا دع
Print		Say	Signat	use of Take	ayer	Date	_9 (
	COLI	ECTOR'S REC	OMMENDATION '	TO THE GOV	VERNING BOD	x	
	Selectman, or						
	ended that refu he above-named					10,492.69 (s):	
DATED AT CIT	Y OF BRIDGEPORT	, CONNECTICUT	THIS 06 DAY OF	August 2021			
							\rightarrow
							4
		ACTION	TAKEN BY GO	VERNING BO	YOU	TAX CO	LLECTOR
The First Se	lectman, as aut	horized by the	Board of Select	man, or			
approved on Property Tax	thees and Interest	day of	20 It	was voted t	o refund		
					First Select	man	
					Other Govern	ing Body	
				Mail To :			
					CITY OF BRID		
					BRIDGEPORT,		

EFT/ACH Detail for Invoice: 2019010009621-2

Transaction Date: 1/28/2021 4:41:43 AM

Account Number: 1535--15-----CV-0730202113322

Invoice Number: 2019010009621-2

Auth Order Number: M1B28D4142537

Invoice Type: Real Estate

Customer: 141 N AVE LLC

Address: 4775 Collins Avenue, Suite 2504

City, State, Zip: MIAMI BEACH, FL 33140

Phone Number:

Email Address:

RTE / Account: 021000021 / XXXXX1381

Account Type: Commercial Checking

Transaction Code: Sale

Transaction Amount: \$10,492.69

Convenience Fee: \$0.00

Total Amount: \$10,492.69

Reference: 601286D6F3D5E0F55A1D8A01EF047C8EE8CD5372

Message: PAYMENT PROCESSED 774712

Biller Reference:

WSReportID: 789

Payment Source: Scheduled Payment

Payment Processed By: N/A

Remote IP: 127.0.0.1

July 21, 2021

Account Number:

Capture Date: Item Number:

Posted Date:

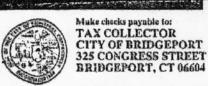
February 04, 2021 5250013176972 February 04, 2021 R77770002360001

Posted Item Number: Amount:

53,988.11

Record Type:

Remittance Item



REAL ESTATE TAX BILL 2020

015

141 NORTH AV 60 1535 4 B 4080 269 WITH YOUR PAYMENT

LIST NUMBER	DIST	BANK	ON	GRAND LIST	ORIGINAL TOTAL TAX	- PAID TO DATE	AMOUNT DUE
20191000961	17		OCTO	BER 1, 2019		PAID TO DATE	January 1, 2021
MILLRATE	GROSS A	SESSMENT	EXEMPTION	NET ASSESSMENT	\$107,976.22	\$53,988.11	\$53,988.11
53.9900	1,99	9,930	0	1,999,930	4401,570122	AS OF DECEMBER 9, 2020	BELINQUENT AFTER FEB 1, 2021

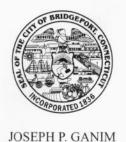
1535--04B-----

ENGINEERED ELECTRIC COMPANY 141 NORTH AVE BRIDGEPORT CT 06606-5120



0151901000961700539881100000000000000000000007000539881192

987700035 1 5 02/04/2021 00000



Mayor

CITY OF BRIDGEPORT OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace Bridgeport, Connecticut 06604 Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

COMM. 05-21 Ref'd to Miscellaneous Matters Committee on 12/6/2021

DATE:

September 14, 2021

TO:

Committee on Miscellaneous Matters

FROM:

Veronica Jones, Tax Collector

SUBJECT:

Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statues of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

DRS NAVAL POWER SYSTEMS, INC. 21 SOUTH STREET DANBURY, CT 06810

REFERENCE 141 NORTH AVE.

2019-01-0009617

Refund due:

\$53,988.11

21 NOV -2 PM 12: 17

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
This is to certify that 141 N AVE LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2019

| Sec. 12-81 (20) Servicemen Having Disability Rating.
| Sec. 12-124 Abatement to poor.
| Sec. 12-125 Abatement of Taxes of Corporations.
| Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
| Sec. 12-127 Abatement or Refund to Blind Persons.
| Sec. 12-127 Abatement of Taxes on Structures of Historical or Architectural Merit.
| Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
| Sec. 12-129 Refund of Excess Payments.

1862 EAST WAIN ST ERIDGEFORT, CT 06610 Mode Over Engress Floring Co. Popul B DRS 2019-01-0009617 1535--04B-----141 NORTH AV

F. DK2			851 1291 (1109 I	*2019010		u
To	Col	lector of	CITY OF BRIDE	SEPORT	State of Conn	ecticut.
I hereby apply for refund*	of such part of	my tax as sh	all represent:			
The service exemption or (State reason Cross out	service exemptio	n if it does	not apply)			
Total Due 07/01/2020 Total Paid 02/01/2021	Tax	Interest 0.00	Lien 0.00 0.00	Fee 0.00 0.00		Overpaid Ta
Adjusted Refund	0.00	0.00	0.00	0.00	53,988.11	
Print Name COI To the First Selectman, or It is recommended that ref be made to the above-named DATED AT CITY OF BRIDGEPOR	und* of property taxpayer in acco	MMENDATION taxes and in ordance with	terest in the am	ENING BO	53,988.11	
The First Selectman, as au approved on the	thorized by the H	Soard of Sele	GOVERNING BOD'		TAX COLLECTO	5
Property Taxes and Interes	t amounting to \$		to	irst Selec	tman	
			ō	ther Gover	ming Body	

Mail To :

CITY OF BRIDGEPORT 325 CONGRESS STREET BRIDGEPORT, CT 06604

July 21, 2021

Account Number:

662806558

Capture Date: Item Number:

February 04, 2021 5250013176974

Posted Date:

February 04, 2021

Amount:

103,379.25

Record Type:

Foreign Item (Not On Usi

DRS NAVAL POWER SYSTEMS, INC.

21 SOUTH ST DANBURY, CT 06810 CHASE O

50-937/213

DATE

CONTROL NO.

AMOUNT

01/21/2021

000125730

\$103,379.25

125730

Dutats

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One Hundred Three Thousand Three Hundred Seventy Nine And 25/100 Dollars

PAY TO THE ORDER OF CITY OF BRIDGEPORT, THE

TAX COLLECTOR

325 CONGRESS STREET BRIDGEPORT, CT 06604

- Comolly

#125730# 1:0213093791

66 2806 55818

987700035 1 7 02/04/2021 00000

CREDIT TO THE ACCOUNT OF THE WITHIN NAMED PAYEE PAYMENT ACCEPTED WITHOUT PREJUDICE ABSENCE OF ENDORSEMENT GUARANTEED WEBSTER BANK >211170101<

July 21, 2021

Account Number:

Capture Date: Item Number:

52500131709724 Posted Date: February 04, 2021 R77770002380001

Posted Item Number: Amount:

53.988.11

Record Type:

Remittance item

February 04, 2021



Muke checks payable for TAX COLLECTOR CITY OF BRIDGEPORT 325 CONGRESS STREET BRIDGEPORT, CT 06604 REAL ESTATE TAX BILL 2020

015 141 NORTH AV 60 1535 4 B 4080 269

WITH YOUR PAYMENT

LISTNUMBER	DEL	BANK	ON	GRAND LIST	ORDERSAL TOTAL TAX.	- PAID TO DATE	- AMOUNT DUE :-
2019 [00096.	17		OCTO	BER 1, 2019		PAID TO DATE	January 1, 2021
BULLRATE	ORO33	THEMESERE	EXEMPTION	NET ASSESSMENT	\$107,976.22	\$53,988.11	\$53,988.11
53.9900	1,99	99,930	0	1,999,930	7	, , , , , , , , , , , , , , , , , , , ,	BELDIQUENT AFTER FEB 1, 202

1535-048-

ENGINEERED ELECTRIC COMPANY 141 NORTH AVE BRIDGIPORT CT 06606-5120

987700035 1 5 02/04/2021 00000

Martinsky, John

From:

Herd, Thomas <thomas.herd@drs.com>

Sent:

Thursday, August 12, 2021 12:29 PM

To:

Martinsky, John

Subject:

FW: [EXTERNAL] FW: refund application - Engineered Electric Co.

Attachments:

141 N Ave Property Tax Refund 08.09.21 - signed 8-9-21.pdf

Mr. Martinsky,

By way of introduction, my name is Thomas Herd and I lead the real estate team for Leonardo DRS, the parent of Engineered Electric and its successor companies, to include the current Naval Power Systems. As I know you are aware, both Naval Power Systems and 141 N Ave LL paid the 2020 property taxes for the properties located at 141 N Ave and 196 Island Brook and as such I am requesting refund of those payments.

Attached you will find the executed refund application for the properties located at 141 North Ave and 196 Island Brook Ave – going forward I will be your point of contact on this matter.

Please let me know if you have any questions or need any additional information.

Respectfully, Thomas Herd



Thomas M Herd Corporate Vice President & Head of Global Real Estate

2345 Crystal Drive, #1000 Arlington, VA 22202 USA Tel +1 703 236 4640 Mobile +1 571 205 9167 thomas.herd@drs.com leonardodrs.com

From: Martinsky, John < John. Martinsky@Bridgeportct.gov >

Sent: Wednesday, July 21, 2021 11:49 AM

To: robbie490@aol.com

Subject: refund application - Engineered Electric Co.

Mr. Herskowitz,

Enclosed is a copy of the refund application for Engineered Electric Co. along with the check dopy and corresponding bills.

John Martinsky

Bridgeport Tax Collector's Office

----Original Message----

From: WorkCentre 5335 < taxcollector@bridgeportct.gov >

Martinsky, John

From:

robbie490@aol.com

Sent:

Friday, July 30, 2021 3:52 PM

To:

Martinsky, John

Subject:

RE: refund application - Engineered Electric Co.

John.

Please call me at 917-882-1560 I realized that we overpaid other taxes as well. Thanks

Robert Herskowitz (P) (917) 882-1560

From: Martinsky, John < John. Martinsky@Bridgeportct.gov>

Sent: Wednesday, July 21, 2021 11:49 AM

To: robbie490@aol.com

Subject: refund application - Engineered Electric Co.

Mr. Herskowitz,

Enclosed is a copy of the refund application for Engineered Electric Co. along with the check dopy and corresponding

John Martinsky

Bridgeport Tax Collector's Office

----Original Message----

From: WorkCentre 5335 < taxcollector@bridgeportct.gov>

Sent: Wednesday, July 21, 2021 11:43 AM

To: Martinsky, John < John. Martinsky@Bridgeportct.gov>

Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 8

Attachment File Type: PDF

Device Name: WorkCentre 5335

Device Location:

For more information on Xerox products and solutions, please visit

https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.xerox.com%2F&data=04%7C01%7CJoh n.Martinsky%40Bridgeportct.gov%7C2e33ffbb45ed48f6791d08d94c5df875%7C32284bdee6854f9f9e18dc8b1c47f99f%7 C1%7C0%7C637624788763181512%7CUnknown%7CTWFpbGZsb3d8eyJWljoiMC4wLjAwMDAiLCJQljoiV2luMzliLCJBTil6lk 1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=vyoOdI5IjSDxcPsBPkMPOtrkZTzUfe8BK%2FOkagElavk%3D&reserv Disclaimer

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COMM. #06-21 Ref'd to Public Safety & Transportation Committee on12/6/2021

City of Bridgeport, Connecticut

OFFICE OF CENTRAL GRANTS

999 Broad Street Bridgeport, Connecticut 06604 Telephone (203) 332-5662 Fax (203) 332-5657

ISOLINA DeJESUS Manager Central Grants

JOSEPH P. GANIM
Mayor
December 1, 2021

Office of the City Clerk City of Bridgeport 45 Lyon Terrace, Room 204 Bridgeport, Connecticut 06604

RE:

Resolution – State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative (#22399)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative to be referred to the Committee on Public Safety and Transportation of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or Melissa.Oliveira@bridgeportct.gov

Thank you,

Melissa Oliveira Central Grants Office

21 DEC -1 PM 3: 3

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GRANT SUMMARY

PROJECT TITLE:

State of Connecticut Court Support Services Division- Youth Violence

Prevention Initiative (#22399)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:

Melissa Oliveira

PHONE NUMBER:

203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department has been allocated funding through Special Act 21-15 to support youth violence prevention programs. Programs funded will provide a variety of services to reduce risk factors in communities with high levels of criminal activity, decrease the likelihood that youth who are exposed to risk factors will become involved in these activities, and provide intervention services.

ONTRACT PERIOD: 7/1/2021-6/30/2024

FUNDIN	G SOURCES (include matching funds):
Federal:	\$ 0
State:	\$ 375,000.00
City:	\$ 12,735.00
Other:	\$ 0

GRANT FUNDE	D PROJECT FUNDS REQUESTED
Salaries/Benefits:	\$ 25,470.00
Supplies:	\$ 0
Contractual:	\$ 298,952.00
Other:	\$ 50,578.00

MATCH REQUIRED		
	CASH	IN-KIND
Source: Police General Fund		
Salaries/Benefits:	\$ 12,735.00	\$ 0
Supplies:	\$ 0	\$ 0
Contractual:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the State of Connecticut Court Support Services Division Youth Violence Prevention Initiative (# 22399)

WHEREAS, the State of Connecticut Court Support Services Division is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Special Act 21-15 which allocates funds to the Youth Violence Prevention Initiative to support youth violence prevention programs in Bridgeport, New Haven, Hartford, and Waterbury; and

WHEREAS, funds under this grant will be used to support programs that provide services to youth within the City to reduce risk factors in communities with high levels of criminal activity, decrease the likelihood that youth who are exposed to risk factors will become involved in these activities, and provide intervention services; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Police Department submits an application to the State of Connecticut Court Support Services Division to support youth violence prevention programs

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

- That it is cognizant of the City's grant application to and contract with the State of Connecticut Court Support Services Division for the purpose of its Youth Violence Prevention Initiative; and
- 2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

COMM. #07-21 Ref'd to ECD& Environment Committee on 12/6/2021 City of Bridgeport, Connecticut



JOSEPH P. GANIM November 19, 2021

OFFICE OF CENTRAL GRANTS

999 Broad Street Bridgeport, Connecticut 06604 Telephone (203) 332-5662 Fax (203) 332-5657

ISOLINA DeJESUS Manager Central Grants

Office of the City Clerk City of Bridgeport 45 Lyon Terrace, Room 204 Bridgeport, Connecticut 06604

Re: Resolution - National Fitness Campaign - Healthy City Grant Program (#22328)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the National Fitness Campaign - Healthy City Grant Program to be referred to the Committee on Economic and Community Development and the Environment of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz

Central Grants Office



GRANT SUMMARY

PROJECT TITLE: National Fitness Campaign – Healthy City Grant Program (#22328)

NEW X

RENEWAL

CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:

Joseph Katz

PHONE NUMBER:

203-576-7732

PROJECT SUMMARY/DESCRIPTION: National Fitness Campaign (NFC) is a quality-of-life consulting firm that partners with cities, schools, corporations, and design firms to fund and build outdoor fitness facilities across the United States. Their Fitness Courts are innovative, state-of-the-art bodyweight training facilities. NFC's Healthy City Grant Program provides \$30,000 in grant funding towards the purchase and installation of one of these Fitness Courts. It also provides access to a suite of resources, including NFC's fitness tracking phone application and high-level marketing materials to promote the use of the facilities. The City intends to construct two Fitness Courts, one in Seaside Park and another in Beardsley Park, pending the development of matching grant funds.

CONTRACT PERIOD: 1 year (1/1/22 - 12/31/22)

Federal:	S
State:	\$
City:	\$
Other:	\$ 410,000

GRANT FUNDEI	(PROJECT FUNDS REQUESTED)
Salaries/Benefits:	\$
Equipment	\$
Other:	\$ 60,000 (2 Healthy City Grants)

MATCH RE	QUIRED –		
	CASH	IN-KIND	
Source:	\$ 350,000 (Additional cost of purchase and installation)	\$0	

A Resolution by the Bridgeport City Council

Regarding the National Fitness Campaign – Healthy City Grant Program (#22328)

WHEREAS, the National Fitness Campaign is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Healthy City Grant Program; and

WHEREAS, this funding will be applied towards the purchase and installation of state-of-the-art outdoor fitness facilities in Seaside Park and/or Beardsley Park; and

WHEREAS, as a part of this program, the National Fitness Campaign will provide resources to the City of Bridgeport, including access to marketing materials and its fitness-tracking phone application, to ensure that city residents and visitors alike will be able to get the most out of these facilities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the National Fitness Campaign – Healthy City Grant Program to make free, high-quality exercise options accessible to Bridgeport residents.

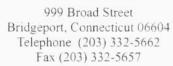
NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

- 1. That it is cognizant of the City's grant application to and contract with the National Fitness Campaign for the purpose of the Healthy City Grant Program.
- 2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the National Fitness Campaign and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.

COMM. #08-21 Ref'd to ECD& Environment Committee on 12/6/2021

City of Bridgeport, Connecticut

OFFICE OF CENTRAL GRANTS



ISOLINA DeJESUS Manager Central Grants

JOSEPH P. GANIM
November 19, 2021

Office of the City Clerk City of Bridgeport 45 Lyon Terrace, Room 204 Bridgeport, Connecticut 06604

Re: Resolution – United States Conference of Mayors – 2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#22305)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the United States Conference of Mayors – 2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards to be referred to the Committee on Economic and Community Development and the Environment of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz

Central Grants Office

21 DEC -1 PH 3: 36



PROJECT TITLE: United States Conference of Mayors – 2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#22305)

NEW X

RENEWAL

CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:

Joseph Katz

PHONE NUMBER:

203-576-7732

PROJECT SUMMARY/DESCRIPTION: The United States Conference of Mayors (USCM) aims to support programs that engage community members and promote or stimulate behavior change in the categories of a) childhood obesity prevention and b) environmental health and sustainability. The City of Bridgeport proposes a hybrid project which will address both of these issues by installing a state-of-the-art outdoor fitness facility in two of its public parks. This facility will be integrated into new and existing public health programs aimed at reducing obesity and will promote the use and appreciation of some of Bridgeport's most treasured open space. Funding from this award will be leveraged with funding from the National Fitness Campaign (NFC) to purchase and install a NFC Fitness Court, complete with the technological and marketing resources offered by that firm.

CONTRACT PERIOD: 1 year (1/19/22 – 12/31/22)

Federal:	\$	
State:	\$	
City:	\$	
Other:	\$ 205,000	

Salaries/Benefits:	GRANT FUNDED - \$175,000 Galaries/Benefits: \$	
Equipment	\$ 155,000 (Matching funds for Fitness Court purchase and installation)	
Other:	\$ 20,000 (Transportation and programmatic costs)	

MATCH RE	QUIRED –		
	CASH	IN-KIND	
Source:	\$ 30,000 (NFC Healthy City Grant)	\$0	

A Resolution by the Bridgeport City Council

Regarding the United States Conference of Mayors – 2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#22305)

WHEREAS, the United States Conference of Mayors is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the 2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards; and

WHEREAS, this funding will be applied towards the purchase and installation of a state-of-the-art outdoor fitness facility in a City of Bridgeport public park; and

WHEREAS, this facility will be integrated into new and existing City of Bridgeport public health programs with the intention of reducing childhood obesity and promoting the use and appreciation of Bridgeport's open space; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the 2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards to make free, high-quality exercise options accessible to Bridgeport residents.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

- 1. That it is cognizant of the City's grant application to and contract with the United States Conference of Mayors for the purpose of the 2022 Childhood Obesity Prevention/Environmental Health and Sustainability Awards.
- 2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the United States Conference of Mayors and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.

COMM. #09-21 Ref'd to ECD& Environment Committee on 12/6/2021



JOSEPH P. GANIM

November 22, 2021

City of Bridgeport, Connecticut

OFFICE OF CENTRAL GRANTS

999 Broad Street Bridgeport, Connecticut 06604 Telephone (203) 332-5662 Fax (203) 332-5657

ISOLINA DeJESUS Manager Central Grants

Office of the City Clerk City of Bridgeport 45 Lyon Terrace, Room 204 Bridgeport, Connecticut 06604

Re: Resolution – Southwestern CT Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – American Rescue Plan Act Funding – Bridgeport Seniors Center Recreational Activities Expansion (#22419)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the Southwestern CT Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – American Rescue Plan Act Funding – Bridgeport Seniors Center Recreational Activities Expansion to be referred to the Committee on Economic and Community Development and the Environment of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz Central Grants Office

21 DEC -1 PM 3: 36



GRANT SUMMARY

PROJECT TITLE: Resolution – Southwestern CT Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – American Rescue Plan Act Funding – Bridgeport Seniors Center Recreational Activities Expansion (#22419)

NEW X

RENEWAL

CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:

Joseph Katz

PHONE NUMBER:

203-576-7732

PROJECT SUMMARY/DESCRIPTION: As a designated Area Agency on Aging, SWCAA is a pass-through funding source for federal and state dollars for the elderly in the fourteen-town area of southwestern Connecticut. It is in this capacity that SWCAA will distribute American Recovery Plan Act funding to improve or build capacity for community-based services for older adults in the region. If awarded, Bridgeport will use these funds to expand recreation and travel options for older adults being served by Bridgeport's senior centers. This will include weekly classes and field trips.

CONTRACT PERIOD: 1/17/22 – 9/30/22

Federal:	\$50,000.00		
State:	\$		
City:	\$8,823.53 (In-kind)		
Other:	\$		

GRANT FUNDEI	O (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	ries/Benefits: \$7,922.00 (Remaining salary after match)	
upplies \$4,000.00		
Contractual	\$26,718.00 (Instructors)	
Other:	\$11,360.00 (Travel for field trips)	

MATCH REQUIRED – 15% minimum non-federal		
	CASH	IN-KIND
Source:	\$ 0	\$ 8,823.53 (Salary and fringe for Senior Center staff)

A Resolution by the Bridgeport City Council

Regarding the

Southwestern CT Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – American Rescue Plan Act Funding – Bridgeport Seniors Center Recreational Activities Expansion (#22419)

WHEREAS, the Southwestern CT Agency on Aging is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Title III Funding Older Americans Act Grant Program – American Rescue Plan Act Funding – Bridgeport Seniors Center Recreational Activities Expansion; and

WHEREAS, if funded, the City of Bridgeport will utilize this funding to expand recreation activities at the City's public senior centers, offering additional weekly classes in bellydancing, strengthening, and music lessons, along with two field trips; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport uses funding from the Southwestern CT Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – American Rescue Plan Act Funding to help keep seniors active in body and mind during this challenging time.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

- That it is cognizant of the City's grant application to and contract with SWCAA for the purpose
 of its Title III Funding Older Americans Act Grant Program American Rescue Plan
 Act Funding.
- 2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to SWCAA and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.

COMM. 10-21 Ref'd to Joint Committee on ECD& E and Contracts on 12/6/2021

City of Bridgeport

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center 999 Broad Street, Bridgeport, Connecticut 06604



WILLIAM J. COLEMAN Deputy Director

November 30, 2021

JOSEPH P. GANIM

Mayor

City Clerk 45 Lyon Terrace Bridgeport CT 06604

Re: Resolution Making Findings Per Connecticut City and Town Development Act
(Precursor to Consideration of Tax Incentive Development Agreement)
Steelpointe—New Residential Development--East Main Street South of Stratford Avenue

Request for a Public Hearing Before the Full Council on December 20, 2021

Referral to the Joint ECDE & Contracts Committee

Request for Committee Meeting Prior to December 20, 2021

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would declare that the City Council has made certain findings required as precursor to the Council's consideration of a proposed Tax Incentive Development Agreement (submitted via separate resolution) for Steelpointe—New Residential Development on East Main Street South of Stratford Avenue.

This item will require a public hearing, which we request be ordered for the full City Council meeting of Monday, December 20, 2021.

This item is for referral to the Joint ECDE and Contracts Committee, which we request be convened prior to the full Council meeting of the 20th.

Truly yours,

Bill Coleman

Bill Coleman Deputy Director

C: Thomas Gill, Director Ron Pacacha, Esq. of Counsel to the City Attorney's Office Thomas Gaudett

RESOLUTION MAKING CERTAIN FINDINGS REQUIRED BY THE CITY AND TOWN DEVELOPMENT ACT

As Precursor to Consideration of a Tax Incentive Development Agreement for
Steel Point, East Main Street South of Stratford Avenue

WHEREAS the Connecticut City and Town Development Act (Chapter 114 of the Connecticut General Statutes, herein referred to as the "Act") allows municipalities to exercise certain economic development powers;

WHEREAS the Act requires that in connection with, and as precursor to, the exercise of any such powers, the City Council must make certain findings as are more particularly detailed within the *Act*, in Section 7-485 of the *Connecticut General Statutes* (see Attachment A);

WHEREAS, the City's Office of Planning and Economic Development has presented to the City Council via separate resolution a Tax Incentive Development Agreement for – Steel Point, East Main Street South of Stratford Avenue (the "**Agreement**");

WHEREAS, the City Council wishes to consider the Agreement pursuant to the provisions of the Act;

NOW THEREFORE BE IT RESOLVED that the Bridgeport City Council hereby makes the following eight findings and determinations:

- (1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing;
- (2) Conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties;
- (3) Private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties;
- (4) The need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter;
- (5) Adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property;
- (6) A feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit;
- (7) Development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services;
- (8) The acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.

Attachment A

Sec. 7-485. Required municipal findings and determinations. Discretionary referendum. (a) No power granted to a municipality under this chapter may be exercised unless and until the municipality shall have found and determined by resolution that conditions substantially as described in section 7-481 exist in the municipality, are continuing and may be ameliorated by the exercise of the powers granted under this chapter. Such resolution shall include the following findings and determinations and the following standards for the implementation of the powers granted under this chapter: (1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing; (2) conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties; (3) private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties; (4) the need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter; (5) adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property; (6) a feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit; (7) development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services; (8) the acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.

(b) Each resolution adopted pursuant to subsection (a) of this section may be submitted to the electors of the municipality for their approval. If the legislative body of a municipality votes to submit a resolution to the electors of the municipality, not later than fourteen days after the adoption of such resolution a copy of such resolution shall be published in a newspaper having a general circulation within the municipality in which such resolution was adopted together with a notice of the time that a referendum shall be held on the question of approval of such resolution. The question of approval of such resolution shall be submitted to the electors of such municipality at a special election called for such purpose to be held not less than thirty days, nor more

than sixty days, after adoption of such resolution, in conformity with the provisions of section 9-369 or, if a regular municipal election is to be held more than sixty days, but not more than one hundred twenty days, after the adoption of such resolution, such question shall be so submitted at such regular election and a vote thereon shall be taken in the manner prescribed by said section 9-369. If a majority of those voting in any such referendum vote to approve such resolution, such resolution shall thereupon become effective. If less than a majority of those voting in any such referendum vote to approve such resolution, it shall become null and void.

(c) Any resolution adopted pursuant to this section shall specify the period for which such resolution shall be effective, provided no such resolution shall be effective for a period in excess of five years from the effective date of such resolution. Upon the expiration of the effective period of any resolution adopted pursuant to this section: (1) Any indebtedness contracted, encumbrances made or commitments entered into by a municipality by resolution or contracts executed pursuant to resolution, including all proceedings related thereto, shall be valid and binding in accordance with their terms respectively and shall be of full force and effect if incurred, adopted or executed respectively during the period in which such resolution referred to in this section is effective and the municipality shall have all powers herein conferred with respect thereto notwithstanding the expiration of such period; and (2) the municipality which adopted such resolution shall not be authorized to exercise any powers created by this chapter, provided any such municipality shall be authorized to continue to exercise all powers created by this chapter in regard to any development property in regard to which any contract or lease has been previously entered into by such municipality with a sponsor or in regard to which any bonds or notes have been issued by such municipality.

(July Sp. Sess. P.A. 75-2, S. 6, 25; P.A. 16-133, S. 2.)

History: P.A. 16-133 amended Subsec. (a) by adding "parts of" and provision re municipality would substantially benefit from renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (2), and adding reference to renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (3), amended Subsec. (b) by substituting "may" for "shall" in provision re submittal to electors, and made technical changes.

(Return to Chapter Table of Contents)

(Return to List of Chapters) (Return to List of Titles) COMM. #11-21 Ref'd to Joint Committee of ECD&E and Contracts on 12/6/2021

City of Bridgeport

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center 999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM Mayor THOMAS F. GILL Director

WILLIAM J. COLEMAN Deputy Director

November 30, 2021

City Clerk 45 Lyon Terrace Bridgeport CT 06604

Re: Resolution Authorizing a Tax Incentive Development Agreement

New Residential Development - Steelpointe - East Main Street south of Stratford Avenue

Request for a Public Hearing before the City Council on December 20, 2021

Referral to the Joint ECDE & Contracts Committee

Request for Joint Committee meeting prior to December 20th

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize a Tax Incentive Development Agreement for a new residential development at Steelpointe to be located along East Main Street south of Stratford Avenue.

This item will require a public hearing, which we request be ordered for the full City Council meeting of December 20, 2021.

This item is for referral to the Joint ECDE and Contracts Committee, which we request be convened prior to the full Council meeting of the 20th.

Truly yours,

Bill Coleman

Bill Coleman Deputy Director

C: Thomas Gill, Director Ron Pacacha, Esq., of Counsel to the City Attorney's Office Thomas Gaudett

Resolution Authorizing a Tax Incentive Development Agreement for a new

Residential Development at Steelpointe along East Main Street south of Stratford Avenue

WHEREAS, SP Residential 1, LLC (the "Developer") wishes to develop certain real property of approximately 283,140 square feet (approximately 6.5 acres) located on a portion of an existing parcel of approximately 15.43 acres known as 137 East Main Street, located south of Stratford Avenue on the westerly side of East Main Street north of Bridgeport Harbor within the Steelpointe Development Area in Bridgeport, Connecticut (the "Property"), and intends to invest approximately \$100 Million (\$100,000,000) Dollars in private capital (the "Project Investment") in the development of the Property in order to create approximately 400 units of housing, structured parking, complementary retail space, and related project amenities (the "Project") on the Property;

WHEREAS, the Developer has secured general land use approval for the Project from the Bridgeport Planning and Zoning Commission pursuant to its May 19th, 2010 approval of the *Planned Development District #1 Regulations (General Development Plan)*;

WHEREAS, the Developer has made application to the City's Office of Planning and Economic Development ("OPED") for a Tax Incentive Development Agreement (the "Agreement" attached hereto as Attachment A) which would establish a phased-in, increasing tax payment schedule for the Project for a ten (10) year operating period following a two (2) year construction period as more particularly described in the "OPED Tax Payment Schedule" attached hereto as Exhibit A:

WHEREAS, via separate resolution pursuant to the requirements of the Connecticut City and Town Development Act (Chapter 114 of the Connecticut General Statutes, herein referred to as the "Act"), and as a precursor to its consideration of this Agreement, the City Council has made certain findings (as are more particularly detailed within the Act, in Section 7-485 of the Connecticut General Statutes);

WHEREAS, OPED has analyzed this request, subjecting it to an economic pro forma analysis against industry and market standards for this type of Project, considering such factors as Developer equity and return, costs of construction, and the leveraging of private financing, all as per the requirements of the *City's Tax Incentive Development Program*, *Ch 3.20 of the Municipal Code*:

WHEREAS, based on the proportionally derived assessed value of the Property of approximately \$549,981, and the current mill rate of 43.45, the current annual tax revenue attributable to the Property as vacant land amounts to \$23,897;

WHEREAS, under the Agreement, the annual tax revenue produced by the Project on the Property would amount to approximately \$1,260,000 (one million two hundred sixty thousand dollars) during the first full year of occupancy, and would escalate annually by 2% during the length of the Agreement to produce \$1,476,291 (one-million four-hundred seventy-six, two-

hundred ninety-one dollars) in annual tax revenue during the tenth year of operation, and a total of over \$8.1 million in tax revenue over the first ten years of operation;

WHEREAS, based on the approximate Project cost of \$100 million, the Project would also produce approximately \$2.1 million dollars in building permit fee revenue for the City at the commencement of construction;

WHEREAS, the Project is subject under the Agreement to the provisions of City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development, which requires that, during the development of this Project, the first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this Project will be given to qualified applicants who are residents of the City and/or who are ex-felons to the greatest extent possible toward meeting the requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires;

WHEREAS, the Agreement requires that the Developer also comply with the City's Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances, which establishes a requirement that six percent (6.0%) of the value of the construction contracts awarded for the Project be awarded to African-American-Owned Minority Business Enterprises, and establishes an overall attainable goal that fifteen percent (15%) of the value of the Project's construction contracts be awarded to Minority-Owned Business Enterprises and fifteen percent (15%) to Women-Owned Business Enterprises after applying the credit for awards made to African-American-Owned Minority Business Enterprises;

WHEREAS, this Project meets the eligibility criteria of the City's Tax Incentive Development Program in that OPED finds that it:

- (1) represents at least \$3 million in investment;
- (2) is compatible with the Master Plan;
- (3) has received OPED's economic pro-forma analysis;
- (4) creates public benefits in neighborhood improvement;
- (5) shall not generate any less in taxes than in the year prior;
- (6) shall begin construction within two years;
- (7) has earned OPED's favorable report on economic impact;

WHEREAS, this matter requires the publication of newspaper notice, or other suitable public notice, and the scheduling of a public hearing prior to approval;

NOW THEREFORE, BE IT RESOLVED that the above recitals are hereby incorporated into the body of this resolution, that the Agreement is hereby approved in substantially the form attached hereto, and that the Mayor or the OPED Director is authorized to execute the attached Agreement, and is authorized to take such other necessary actions in furtherance of the Agreement consistent with this resolution in the best interests of the City.

TAX INCENTIVE DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BRIDGEPORT ("CITY")

AND

SP Residential 1, LLC

("DEVELOPER")

RE: STEEL POINT RESIDENTIAL DEVELOPMENT

East Main Street South of Stratford Avenue

WHEREAS, the Developer owns certain real property on the Steel Point Peninsula consisting of an approximately 6.5 acre portion of a larger, approximately 15.43 acre, parcel having an address of 137 East Main Street in Bridgeport, Connecticut, as more particularly described in Schedule A attached hereto and made a part hereof (the "Property") and intends to invest approximately \$100,000,000.00 in the redevelopment of the Property in order to create an approximately 400 units of housing, structured parking, complementary retail space, and related project amenities (collectively, the "Project") as permitted in that certain Amended and Restated Land Disposition Agreement between the parties dated November 30, 2009 (the "LDA"), which LDA is incorporated by reference as if fully set forth herein; and

WHEREAS, the Property consists of underutilized, unimproved property that produces tax revenue as vacant land only; and

WHEREAS, the Developer's development of the Project on the Property will be beneficial to the City because it will provide for the creation of needed housing, parking, supportive retail and other amenities in the East Side area of the City; and

WHEREAS, the Developer has agreed and committed to develop the Project on the Property in accordance with the LDA at an approximate total Project cost of One Hundred Million (\$100,000,000.00) Dollars inclusive of all hard and soft costs; and

WHEREAS, the Developer will construct the Project, which would ordinarily be subject to full real property taxation ("Taxes"); and

WHEREAS, the Developer has applied to the City for a tax incentive development agreement (the "Tax Incentive Agreement") pursuant to the provisions of the City's Tax Incentive Development Ordinance, Chapter 3.20 of the Bridgeport Municipal Code of Ordinances, as amended on November 4, 2013, October 16, 2017, and April 20, 2020 (the "Tax Incentive Ordinance"), which ordinance is in conformity with Connecticut General Statutes; and

WHEREAS, the Office of Planning and Economic Development ("OPED") has determined, pursuant to the requirements of the Tax Incentive Ordinance, that the projected level of future Taxes on the Property and the Project under normal assessment and levy practices would make the proposed Project economically unfeasible; and

WHEREAS, the Developer has emphasized its willingness and has proven its capability to undertake the Project, conditioned upon the execution of an appropriately structured Tax Incentive Agreement with the City; and

WHEREAS, OPED has reviewed the Developer's application for a Tax Incentive Agreement pursuant to the Tax Incentive Ordinance and has determined that the Project meets all of the requirements and economic tests of the Tax Incentive Ordinance; and

WHEREAS, the parties agree that the Property and the Project meet the definition of "development property" as defined in Section 7-482 Connecticut General Statutes and the parties intend for the Property to be exempt, in whole or in part as described herein, from Taxes pursuant to Connecticut General Statutes Section 7-498 in order to ensure that the Project is economically feasible; and

WHEREAS, the Developer and the City have negotiated and wish to enter into this Agreement, which provides for the payment of Taxes only on the assessed land value of the Property through the tax payment due January 1, 2025, to allow a two-year period to construct the Project and an additional one-year period to identify tenants and lease-up units in the Project (collectively, the "Construction/Lease-Up Period"), and thereafter,

based upon the issuance of a certificate of occupancy for the Project prior to the expiration of the Construction/Lease-Up Period, to allow Taxes at their then-current level to be partially abated in accordance with this Tax Incentive Agreement and then to be annually increased during the period starting from the expiration of the Construction/Lease-Up Period and continuing in accordance with the Tax Schedule (defined below) for a total period of nine (9) years after the Construction/Lease-Up Period (the "Term"); and

WHEREAS, the scheduled Tax Incentive Payments (defined below) shall at all times during and following each successive Grand List Year during the Term constitute a valid and legally binding lien on the Project, with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172; and

WHEREAS, the schedule of Taxes set forth in the Tax Schedule (defined below) applicable to the Property shall be imposed irrespective of future assessments, Grand Lists, mill rates, tax billing procedures, and the like otherwise applicable to the real property taxation of other property in the City of Bridgeport during the Term; and

WHEREAS, this Tax Incentive Agreement shall have no effect upon the imposition of personal property taxes applicable to the Project, which shall be imposed in the ordinary course of business completely separate and apart from this Tax Incentive Agreement.

[NOTE: Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Tax Incentive Ordinance or in the Connecticut General Statutes cited herein.]

NOW, THEREFORE, the City and the Developer agree as follows:

The above recitals are incorporated by reference into the body of this Agreement with full legal effect as if fully set forth herein.

- 1. Tax Incentive Payments; Commencement Dates; Installments. The Developer and the City hereby enter into this Tax Incentive Agreement for the Property permitting the establishment of Taxes during the Term, as follows:
 - (a) <u>Taxes During the Construction/Lease-Up Period.</u> Annual taxes (of \$23,900) shall be due as per the current deduced assessed land value of the Property and as per the current mill rate during the Construction/Lease-Up Period.

- (b) <u>Taxes During the Balance of the Term.</u> If the Developer has met its obligations under subparagraph (a) above, Taxes due on the Property during the balance of the Term following the expiration of the Construction/Lease-Up Period shall be due and payable in semi-annual installments in accordance with the semi-annual payment schedule set forth in **Exhibit A** attached hereto and made a part hereof (the '**Tax Schedule**") and described generally as follows:
 - (i) Year 4 (payments due July 1, 2025 and January 1, 2026): Taxes due on the Property are stabilized at the rate of \$1,260,000.00 per year;
 - (ii) Years 5 through 10 (payments due beginning July 1, 2026 and ending January 1, 2034) with an annual increase of 2.0% compounded annually through the end of the Term as set forth in the Tax Schedule which would yield \$1,476,291 per annum in Year 10.

The Taxes due pursuant to paragraphs (a) and (b) above shall collectively be referred to as "Tax Incentive Payments" and each a "Tax Incentive Payment" during the Term, such Tax Incentive Payments being in lieu of all otherwise applicable real estate taxes on the Project.

- Payments shall be applicable only as defined herein, shall be due and payable in installments described on Exhibit A (each an "Installment"), and shall be subject to the City's right to enjoy and exercise all of the rights and privileges relating to such Installments including lien priority as are set forth in Connecticut General Statutes, Section 12-172. It is a condition of this Tax Incentive Agreement that the Developer shall pay in a timely manner all Installments that become due on the Property hereunder.
- 3. Late Payment of Installments; Interest. Upon commencement of the first Installment due, if any Installment is paid more than thirty (30) days after it became due such event shall be deemed a payment delinquency (each occurrence, a "Delinquency"), said Installment Delinquency shall bear interest at the statutory rate then in effect, currently 18% per annum, until paid without any notice or demand being required.
- 4. **Defaults; Remedies**. A default ("**Default**") shall exist hereunder if any of the following occur (each an "**Event of Default**"): If the Developer shall have: (a)

committed a Delinquency in connection with three (3) Installments, regardless of whether the Developer subsequently pays such Installment with interest; (b) allowed a Delinquency to exist in excess of 90 days, regardless of whether the Developer subsequently paid such Installment with interest; (c) violated any other material obligations on its part to be performed hereunder; or (d) failed to obtain a certificate of occupancy for the Project as required by the LDA prior to the expiration of the Construction Period, and such Event of Default shall have continued beyond any applicable cure period provided herein. Upon the occurrence of an Event of Default under subsection (c) or subsection (d) of this paragraph, the City shall give the Developer thirty (30) days' notice to cure such Event of Default. There shall be no cure period for an Event of Default due to non-payment or late payment of Taxes under subsection (a) or subsection (b) above. Upon the occurrence of an Event of Default that is not cured after the passage of any cure period granted hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days' written notice, (ii) to record a notice in the Bridgeport land records terminating this Tax Incentive Agreement as of the date that termination takes effect, (iii) to collect all unpaid Installments together with default interest due up to the date of termination, and (iv) to reinstate the Taxes that would otherwise be due on the Property and the Project in the absence of this Tax Incentive Agreement, including the right to charge the costs and expenses of collection and reasonable attorneys' fees against the Developer whether or not litigation is commenced. Termination of this Tax Incentive Agreement shall not invalidate, increase, or otherwise impact the effect of previous payment of Installments made timely in accordance with the Tax Schedule. The Property and Project shall be listed as Development Property as defined in Section 7-482 Connecticut General Statutes on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Sections 12-171 to 12-195g Connecticut General Statutes.

- 5. **No Waiver**. Any forbearance or delay by the City in enforcing this Tax Incentive Agreement or in exercising any right or remedy hereunder at law or in equity shall not constitute a waiver of, nor shall it preclude the City from exercising, any such right or the pursuit of any of its remedies in the future.
- 6. **WPCA Fees**. This Tax Incentive Agreement and the Taxes to be paid pursuant to Exhibit A are separate and distinct from any Water Pollution Control Authority charges that the Developer may be obligated to pay with respect to the Property and the Project.

- 7. Commencement of Construction; Developer Investment. The Developer agrees to commence construction of the Project and agrees to invest approximately One Hundred Million (\$100,000,000.00) Dollars in construction costs including all hard and soft costs related to the Project.
- 8. Completion of the Project. As a condition to this Tax Incentive Agreement, the Developer agrees to expeditiously commence and complete using best efforts with due diligence all work necessary to complete the Project as required by the LDA, such completion being evidenced by the issuance of a certificate of occupancy prior to the expiration of the Construction/Lease-Up Period, and by observing all the terms and conditions of this Tax Incentive Agreement and all applicable federal, state and local laws and regulations throughout the Term.
- 9. **Binding Effect; Actions of Developer and City**. This Tax Incentive Agreement shall be binding upon the City and the Developer, and their respective successors and permitted assigns. The Developer shall record an executed copy of this Tax Incentive Agreement in the Bridgeport Land Records in order to be effective and shall promptly provide evidence of its recording to the City. The City and the Developer shall be responsible for communicating with the Tax Assessor and the Tax Collector to ensure that the Tax Assessor and the Tax Collector aware of the terms of this Tax Incentive Agreement.
- 10. **Amendments.** This Tax Incentive Agreement may only be modified or amended by a written agreement duly-executed by all the parties hereto and recorded in the Bridgeport Town Clerk's Office.
- 11. **Notices**. All notices required or desired hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service or by a recognized overnight courier service addressed to the receiving party at its address specified below:

All notices to the City:

Director

Office of Planning and Economic Development

Margaret E. Morton Government Center

999 Broad Street, 2nd Floor Bridgeport, CT 06604 with a copy to:

City Attorney

Office of the City Attorney

Margaret E. Morton Government Center

999 Broad Street, 2nd Floor

Bridgeport, CT 06604

All notices to Developer:

SP Residential 1, LLC

c/o Bridgeport Landing Development

10 East Main Street, Suite 201

Bridgeport, CT 06608

with a copy to:

Suzanne Amaducci-Adams, Esq., Partner

Bilzin Sumberg Baena Price & Axelrod LLP

1450 Brickell Avenue, 23rd Floor

Miami, Florida 33131

- 12. **Payment Procedure**. The Developer shall make all Installments payable to the Tax Collector, Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, CT 06604, and shall submit each Installment with a notation to the Tax Collector that said payment is being made in accordance with the "**Steel Point Residential Tax Incentive Agreement**". The Developer will receive tax bills on a regular basis based upon the Property's assessed value, however, in order to take advantage of the rights and privileges offered by this Tax Incentive Agreement, the Developer must strictly comply with the payment procedure described above.
- 13. **Applicable Law; Resolution of Disputes**. This Tax Incentive Agreement shall be governed by and construed according to the laws of the State of Connecticut without reference to the principles thereof respecting conflicts of laws. The parties agree to the exclusive jurisdiction of the courts located in Fairfield County, Connecticut for the resolution of all disputes that may arise hereunder.

- 14. **Entire Agreement**. This Tax Incentive Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and any prior or contemporaneous oral or written agreements are hereby merged herein.
- 15. **Transfers**. This Tax Incentive Agreement is transferable upon the sale of the Property or the sale or transfer of a controlling interest in the Developer (collectively, "**Transfer of Control**") under certain conditions set forth in the Tax Incentive Ordinance, as follows:
 - (a) Prior to a Transfer of Control, the then-current owner of the Property, including those who acquire a controlling interest in the then-current owner of the Property (each, a "**Transferee**"), shall be required to give written notice to the City of the intent to make a Transfer of Control including a transfer of all of the original applicant's obligations under the Tax Incentive Development Agreement ("**Obligations**");
 - (b) Each Transferee shall demonstrate its ability to carry out the Obligations; and
 - (c) Each Transferee shall execute an assignment and assumption agreement of the Obligations with OPED, which document the Transferee shall record on the Bridgeport Land Records in order for such Transfer of Control to be effective as to this Tax Incentive Agreement.

Except as otherwise specifically provided herein, a Transfer of Control without the City's prior written consent shall constitute an Event of Default under this Tax Incentive Agreement on and as of the date of such transfer and shall constitute a termination of the Tax Incentive Agreement. Notwithstanding anything to the contrary stated herein, a Transfer of Control to an affiliate of the applicant, meaning an entity that controls or is controlled by the Developer (each, an "Affiliate"), for the Tax Incentive Agreement or an Affiliate of any subsequent Transferee approved by the City shall not constitute a Default under this Agreement. Further, any grant of a security interest in the Property or the Developer's rights and/or this Agreement to an affiliate or an institutional lender shall not constitute a "Transfer of Control" for purposes of this Agreement and no such grant shall require the City's consent, or constitute a Default under this Agreement.

- 16. **No Discrimination**. Neither the Developer nor its successors and permitted assigns shall discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, marital status, national origin, sex, sexual orientation, veteran's status, mental retardation or physical disability, in the sale, lease, rental, use or occupancy of the Property or any improvements to be erected thereon, or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws prohibiting discrimination.
- 17. **MBE Compliance**. The Tax Incentive Ordinance establishes requirements for the Developer's employment of minority contractors in connection with the Project. The City has established a Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances, attached hereto and made a part hereof as **Exhibit B** (the "**MBE Ordinance**"). The Developer's compliance with the MBE Ordinance shall be deemed to be compliance with the MBE hiring requirements of the Tax Incentive Ordinance. The City's Office of Small & Minority Business Enterprise will administer the Developer's compliance with the MBE Ordinance. The City shall apply and the Developer shall observe the MBE Ordinance in the following manner for construction contracts for the Project:
 - (a) All capitalized terms not otherwise defined in this paragraph 17 shall have the meanings ascribed to them in the MBE Ordinance.
 - (b) The City's mandatory requirement for construction contracts is established at six percent (6.0%) of the value of each construction contract ("Mandatory Requirement") for African-American subcontractors.
 - (c) The City's attainable goal for all construction contracts is established at an additional nine percent (9.0%) for MBE subcontractors (15% total when combined with the Mandatory Requirement) (collectively, the "Attainable MBE Goal").
 - (d) The City's attainable goal for the Project is established at fifteen percent (15.0%) for WBE subcontractors ("Attainable WBE Goal"). The Developer will publish all bids on the City's electronic bidding website, www.bidsync.com.

- (e) The Developer will place an advertisement in the Connecticut Post newspaper seeking an "open house" for MBE contractors.
- (f) The Developer will cooperate and communicate with the City's MBE Administrator (defined below) so that minority trade organizations and media outlets are aware of the subcontracting opportunities available to MBE subcontractors.
- (g) The Developer will coordinate its bidding activities with Mr. Fred Gee, Senior Program Administrator, in the City's Office of Small & Minority Business Enterprise, 999 Broad Street, 2nd Floor ("MBE Administrator").
- (h) The Developer shall require every prime contractor to name its MBE subcontractors and the value of the contract to be awarded to each at the time that the prime contractor submits its bid. No substitutions of an MBE subcontractor shall thereafter be made without notice to the City, a demonstration of good cause shown, and receipt of the City's written consent.
- (i) The MBE Administrator will make all clarifications and determinations concerning compliance with the MBE Ordinance, and the Developer may appeal such clarifications and determinations to the City's Chief Administrative Officer.
- (j) In all other respects, the Developer shall adhere to the principles and practices of the MBE Ordinance and the Official Policies adopted by the City with respect to the administration thereof.
- 18. **Local Resident Hiring Efforts.** The Bridgeport City Council adopted City Ordinance Ch. 3.29 Employment Opportunities with Developers Fostering Economic Development (Item 136-17) on September 18, 2018, a copy of which is attached hereto and made a part hereof as **Exhibit C**, which requires that the Developer agrees to pursue the following goals for the employment of Bridgeport residents in connection with the construction of the Project, as follows:
 - (a) The Developer agrees and warrants that during the development of this Project pursuant to the terms of this Agreement, that first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this Project will be given to qualified applicants who are residents of

the City and/or who are ex-felons of any category to the maximum greatest extent that any increase in workforce or apprenticeships as a result of this Project meets the minimum requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires. The hiring or apprenticeship of an individual who is both a local resident and an ex-felon shall only count as either of one such hire. The Developer warrants and represents that it will not replace any of its current workforce as a result of this requirement.

- (b) The Developer shall include the language set forth above in section (a) in every trades subcontract to the Project. The Developer shall post in conspicuous places, available to employees and applicants for employment, notices encouraging local residents and ex-felons to apply. The Developer will send to each labor union or other representative with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Developer's commitments under this section and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- (c) The Developer will provide the City's Office of Contract Compliance established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the Developer as they relate to the provisions of subsections (a) and (b) of this section and any rules and regulations and/or orders issued pursuant thereto.
- (d) Prior to seeking a building permit for the Project, Developer shall meet with the City's Office of Contract Compliance with paperwork sufficient to establish Developer's satisfaction of this requirement or documentation sufficient to the said office for said office to issue a waiver of this requirement for good cause shown.
- 19. **Excusable Delay**. The parties hereto, respectively, shall not be in default of their respective obligations under this Tax Incentive Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations that prevents any party's

ability to perform its respective obligations hereunder, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Tax Incentive Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties and may result in the need to modify the agreement accordingly.

20. **Cessation of Operations**. Upon the Developer's ceasing construction of the Project for a period of six (6) months or longer or commercial operation of any Project component for six (6) months or longer, the City shall give notice to the Developer and if the Developer does not sufficiently explain and verify, with applicable documentation within thirty (30) days after delivery of such notice, why it has stopped development of the Project or why it has ceased commercial operation as determined by the City in the exercise of its commercial business judgment, this Tax Incentive Agreement shall come to an end at the end of such 30-day period ("**Termination Date**"), whereupon the parties shall have no further obligations to one another except for those obligations specifically stated to survive early termination.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, t	ne parties have executed this agreement, 202	this day of
In the presence of:	CITY OF BRIDGEPORT	
	By: Thomas F. Gill, Director, duly-authorized	OPED
STATE OF CONNECTICU		
COUNTY OF FAIRFIELD) ss. Bridgeport	, 202
and Economic Developmer instrument, and acknowledge	y appeared Thomas F. Gill, the Director, of the City of Bridgeport, signer and sealed the same to be his free act and deed in City of Bridgeport before me.	er of the foregoing
	Commissioner of the Superior Notary Public My Commission Expires:	r Court

In presence of:	LLC
	By: Name: Its Member, duly-authorized

SCHEDULE A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

EXHIBIT A

Tax Schedule

EXHIBIT A

Tax Payment Schedule

<u>Installments</u>

D. : I T Abetement	Amount	Payment Date
Construction Period Tax Abatement	Amount	
First Installment (land only)	\$11,950	July 1, 2022
Second Installment (land only)	\$11,950	Jan 1, 2023
Third Installment (land only)	\$11,950	July 1, 2023
Fourth Installment (land only)	\$11,950	Jan1, 2024
Lease-Up Period Tax Abatement		
First Installment (land only)	\$11,950	July 1, 2024
Second Installment (land only)	\$11,950	Jan 1, 2025
Operating Period Tax Abatement		
First Installment	\$630.000.00	July 1, 2025
Second Installment	\$630,000.00	Jan 1, 2026
Third Installment	\$642,600.00	July 1, 2026
Fourth Installment	\$642,600.00	Jan 1, 2027
Fifth Installment	\$655,452.00	July 1, 2027
Sixth Installment	\$655,452.00	Jan 1, 2028
Seventh Installment	\$668,561.04	July 1, 2028
Eighth Installment	\$668,561.04	Jan 1, 2029
Ninth Installment	\$681,932.26	July 1, 2029
Tenth Installment	\$681,932.26	Jan 1, 2030

Eleventh Installment	\$695,570.91	July 1, 2030
Twelfth Installment	\$695,570.91	Jan 1, 2031
Thirteenth Installment	\$709,482.32	July 1, 2031
Fourteenth Installment	\$709,482.32	Jan 1, 2032
Fifteenth Installment	\$723,671.97	July 1, 2032
Sixteenth Installment	\$723,671.97	Jan 1, 2033
Seventeenth Installment	\$738,145.41	July 1, 2033
Eighteenth Installment	\$738,145.41	Jan 1, 2034

Exhibit B

3.12.130 - Minority business enterprise program.

A.

Purpose. The purpose of this chapter is to:

1.

Recognize the findings of the Disparity Study conducted at the city's request and implementation investigations and failures of prior remedies;

2.

Implement a race and gender-conscious program to correct historic discrimination in contracting for those groups identified in the Disparity Study;

3.

Create a program to benefit minority and City-based businesses; and

4

Take steps to reduce or eliminate aspects of the city's bidding and contracting processes that pose the greatest difficulties for minority businesses and City-based businesses and hinder their participation, prosperity and growth, and competition for city work.

B.

Definitions. All capitalized terms not defined in this chapter shall have the meanings assigned to them in <u>Section 3.08.070</u>, Purchasing procedure, unless the context otherwise requires.

"African American" means a Black American, including all persons having origins in any of the Black African racial groups not of Hispanic origin.

"American Indian" means a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

"Asian American" means an Asian American, including all persons having origins in any of the countries of the Asian continent, Southeast Asia, an Asian Pacific American and a Pacific islander.

"Business" means a business defined under "company."

"Certified" means an MBE, or WBE contractor whose status as a member of a particular minority group classification has been established, certified or accepted for participation as a minority by: (a) any state of Connecticut agency or quasi-governmental agency, (b) any other state governmental or quasi-governmental agency in another state, and (c) any governmental or quasi-governmental agency of any city, town, county or municipality in Connecticut or any other state (for Minority status) and by (d) the city's Small and Minority Resource Center (for City-based business status), and which certified contractor otherwise possesses the experience, skills and resources to satisfy a city contract and/or contract category.

"City-based business" means a responsive and responsible vendor with its Principal Place of Business located within the municipal boundaries of the City of Bridgeport.

"City contract" for purposes of this chapter means any contract, purchase order, bid, quote or selection process involving work in the nature of construction (including new construction, rehabilitation, demolition and sitework), architecture and engineering, professional services, nonprofessional services, or goods.

"Company" means a business enterprise, including a corporation, partnership, joint venture, limited liability company, limited liability partnership or sole proprietorship.

"Compliance committee" means a committee established by the administrator to oversee the implementation of this chapter, compliance with its provisions, investigations relating to this chapter interpretations of its meaning and application, hearing and resolution of protests and complaints, and implementation of remedies and penalties, consisting of the named or his/her designee: The Mayor, the Chief Administrative Officer ("administrator"), the City Attorney, the Director of Purchasing, the Director of the Small and Minority Resource Center, the Contract Compliance Officer, President of the Board of Directors of the Hispanic Chamber of Commerce of Greater Bridgeport, Inc., the head of the Southern Connecticut Black Chamber of Commerce, Inc., and a Community Representative appointed by the Mayor.

"Compliance reports" means those reports identified in this chapter prepared by the person or department designated or otherwise prepared at the request of the administrator or his designee, including any city consultant engaged for such purpose, to track all phases of the program established by this chapter, including utilization of minority contractors and Bridgeport businesses, compliance by bidders and various participants in the implementation of or compliance with the program, outreach efforts, protests and complaints received and determined, enforcement actions taken, liquidated damages assessed, debarments and disciplinary actions recommended, and such other reports as the administrator may deem necessary or desirable.

"Contracting category" means contracts for construction, contracts for architecture and engineering, contracts for professional and nonprofessional services, and goods.

"Due diligence criteria" for purposes of this chapter, means a fair and unbiased method by which a contracting officer obtains informal quotes when permitted by <u>Section 3.08.070</u> from companies, including MBEs, WBEs and City based businesses, such that bias, prejudice and discretionary practices by a contracting officer are minimized and city contracts are awarded in compliance with the requirements of this chapter.

"Evaluation credits" means, in a qualifications-based selection process, the assignment of ten additional points to applicable target groups when evaluating their qualifications and/or their proposals, based upon a uniform one hundred (100) point scoring system described in this chapter in order to arrive at a short-list of proposers so that target groups are not placed at a competitive disadvantage when competing with non-target groups.

"Formal" contracts means those city contracts that exceed twenty-five thousand dollars (\$25,000.00) and are required to be publicly advertised under <u>Section 3.08.070</u>.

"Good faith efforts" means a prime contractor's obligations to reach out through various means and methods described in this chapter to minority contractors to participate as subcontractors in connection with the prime contractor's intention to bid for a city contract, as more particularly described in subsection (G)(5) of this section.

"Hispanic American" means a Hispanic American, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

"Informal" contracts means those city contracts equal to or less than twenty-five thousand dollars (\$25,000.00) that are not required to be publicly advertised under <u>Section 3.08.070</u> of this title

"Jobs funnel" means a community effort to provide opportunities for Bridgeport residents to receive life-skills training, job training, and job placement with building trades and companies doing business with the city or in the city of Bridgeport.

"Liquidated damages" means monetary penalties that can be assessed against a prime contractor for violation of the requirements of this chapter, as more particularly described in subsection (H)(3) of this section.

"Minority business enterprise," "minority contractor" or "MBE" has the same meaning as set forth in C.G.S. Sec. 4a-60(g)(a)(4), as may be amended from time to time, excluding therefrom the disabled and any requirement that such be a small contractor as defined therein.

"Outreach and marketing program" means a city program operated by the administrator, or his designee, including any city consultant engaged for that purpose, to attract and promote the inclusion of new and existing minority and City-based businesses into the city bidding and contracting process, including soliciting businesses to bid for city contracts and become city

contractors, advertising contracting opportunities especially in media outlets sensitive to minority interests, hosting open houses, registration and networking events, arranging training opportunities, facilitating partnering with companies, and identifying agencies and for-profit and not-for-profit organizations interested in fostering the capacity and effectiveness of minority businesses, and the like.

"Prime contractor" means a responsive and responsible nonminority contractor that seeks or obtains a city contract.

"Principal Place of Business" means the location where the thought processes of the business, the books and records of the business, and where top management of the business preside as their prime office location.

"Program administrator" or "administrator" means the city's chief administrative officer or his/her designee.

"Prompt payment directive" means the city's commitment to a prompt payment process developed by the administrator, director of finance and the director of information technology for: (a) all prime contractors employing minority contractors as subcontractors, and (b) all minority contractors to ensure that the city pays complete invoices in a maximum of thirty (30) days if to a prime contractor and a maximum of fifteen (15) days if to a minority contractor, except for any portions of such invoices about which there exists a legitimate dispute.

"Self-perform" means that with regard to a Minority contractor that it is a contractor, whether a prime contractor or a subcontractor, that performs at least forty (40%) percent of the value of its work (exclusive of materials and equipment) using its own forces and resources as determined by monthly payrolls; "self-perform" means that with regard to a Majority contractor that it is not a certified MBE, WBE or city based business contractor, whether a prime contractor or a subcontractor, which performs in excess of ninety (90%) percent of the value of its work (exclusive of materials and equipment) using its own forces and resources as determined by monthly payrolls

"Subcontractor substitution" means a prime contractor's request to substitute or replace a minority contractor listed or identified prior to the time of award and upon which the award was made, which can only be accomplished with the administrator's, or his designee's, including a city consultant engaged for that purpose, or the Compliance committee's prior written consent after written notice from the prime contractor to the administrator, with a copy to the subcontractor, both the prime contractor and the subcontractor having a right to be heard, and such a substitution must be based on good cause shown in accordance with a process established by the administrator or the Compliance committee.

"Target groups" means those racial or gender groups identified in the Disparity Study that experienced historic discrimination in city contracting to such a degree that this chapter provides

race and gender-conscious remedies such as set-asides, percentage attainable goals, evaluation credits or other preferences.

"Voluntary programs" means those program activities described in this chapter and other activities implemented in the future by the administrator or his designee, including any city consultant engaged for that purpose, that are designed to encourage and develop minority contractors and City-based businesses, provided that such activities are legally permissible without the need to establish historic discrimination and are essentially neutral as to all types of small business enterprises, including but not limited to the adoption of project labor agreements, the creation of a jobs funnel, etc.

"Waiver" means the request for relief from a requirement of this chapter, satisfactory to the program administrator or the Compliance committee, that the prime contractor's good faith efforts to identify a minority contractor or a target group, as required by this chapter, did not result in meeting at least fifty (50) percent of the requirements or goals of this chapter in spite of the prime contractor's good faith efforts to achieve compliance.

"Women business enterprise" or "WBE" means a responsive and responsible women-owned business enterprise contractor who is not a member of a racial minority group.

C.

Guiding Principles.

1.

It is important to implement the principles and goals of this chapter in a way that encourages the participation of MBE, WBE and City based business contractors in the city contracting process while at the same time being fair and avoiding unreasonable burdens on other contractors that are not members of such groups.

2.

It is important to implementation and compliance that participants in the city contracting process, whether prime contractors, subcontractors, MBEs, WBEs, or City based businesses, and city officials, employees and agents, be discouraged in various ways and penalized for noncompliance, efforts to avoid or subvert, or assist others in such efforts, or to appear to be in compliance with the important principles and goals of this chapter by the use of strategies, devices, ploys and other improper means.

3.

It is important in the implementation and compliance process to understand that this chapter serves as an important tool in the revitalization of the city's economy, including the encouragement, development and success of Bridgeport companies and the employment of Bridgeport residents.

4.

A prime contractor who is a certified MBE, MWBE, or WBE and meets the other requirements of this chapter, such as the obligation to Minority self-perform, is, by definition, in compliance with the principles and goals of this chapter.

D.

Establishment of Race, Local, and Gender-Conscious Remedies.

1.

Formal Prime Contract Remedies.

a

Competitive Bids. An attainable goal of thirty (30) percent of the aggregate dollar value of each formal city contract (goal of fifteen (15) percent of the contract value to MBEs and goal of fifteen (15) percent to WBEs).

b.

Qualifications-Based Selections. An attainable goal of thirty (30) percent of the aggregate dollar value of a city contract is established for prime contractor utilization of certain target groups during QBS processes. For purposes of this subsection, the target groups that should receive evaluation credits are:

i.

City contracts for construction professionals: African Americans, Hispanic Americans, minority female, and Caucasian female business enterprises.

ii.

City contracts for architecture and engineering professionals: Asian Americans, Hispanic Americans, and Caucasian females.

iii.

City contracts for other professional services: Asian Americans, Hispanic Americans, minority female, and Caucasian female business enterprises.

iv.

City contracts for goods and nonprofessional services: African Americans, minority female, and Caucasian female business enterprises.

2.

Informal Prime Contract Remedies.

a.

An attainable goal of thirty (30) percent of the aggregate dollar value of each informal city contract (goal of fifteen (15) percent of the contract value to MBEs and goal of fifteen (15) percent to WBEs).

b.

Since informal city contracts awarded to prime contractors are not usually publicly advertised and tend to be awarded by individual contracting officers after informal quotes are obtained, some businesses do not participate sufficiently in city contracts to the extent that they can build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city's tax base. The administrator and the director of purchasing shall implement due diligence criteria for contracting officers and standardize the process for identifying, documenting and selecting target groups for the award of informal city contracts to minimize discretionary or prohibited practices. At least one informal quote must be from a firm listed as a Citybased business in the City's Minority and Small Resource Center, or in the alternative, a waiver is obtained from the City's Minority and Small Resource Center.

For purposes of this subsection, the target groups are:

i.

City contracts for construction: African Americans, and Hispanic Americans

ii.

City contracts for architecture and engineering services: Hispanic Americans, minority female, and Caucasian female business enterprises.

iii.

City contracts for professional services: African Americans, Asian Americans, Hispanic Americans, minority female, and Caucasian female business enterprises.

iv.

City contracts for goods and nonprofessional services: African Americans, minority female, and Caucasian female business enterprises.

3.

Disparity in Construction Subcontracting Remedy.

a.

In addition to the attainable goal of thirty (30) percent of the aggregate dollar value for formal city contracts and the attainable goal of thirty (30) percent for informal city contracts, a mandatory requirement of six (6) percent of the aggregate dollar value of formal and informal construction

subcontracts is established for prime contractor utilization of certified African American businesses who will Minority self-perform under the resulting contract and meet the other requirements of the bid. African-American businesses constitute the target group for purposes of this subsection.

b.

The administrator or his designee, including any city consultant engaged for this purpose, and the director of purchasing will create a registration system that will collect business information, construction trade classification, size, capacity and other characteristics for African American contractors. City contracts for construction subcontracting reserved for African American contractors shall be based on such registry and shall be revised on an annual basis to accommodate the registration of new African American contractors in the construction trades.

C.

The inability of a prime contractor to meet the mandatory six (6%) percent African American requirement of this subsection may be permitted only upon the administrator's grant of a waiver for good cause shown in accordance with this chapter or because it has established that it is a Majority self-performing contractor to the satisfaction of the Director of the Minority and Small Resource Center. If a waiver is not granted or the contractor will not Majority self-perform, all or portions of the work shall be re-bid if feasible and practical or the administrator shall assign work in a fair and unbiased manner to contractors previously identified and participating in the program created by this chapter who are certified, Minority self-performs and meet the other requirements of the bid.

E.

Local and Minority Preference for Competitive Bids

1.

When Businesses That Are Both Minority And City-Based Fall Within the Allotted Percentages. For businesses that are both a Certified minority and a Certified City-based business, provided that the response to a competitive bid contains, at the time of submission, supporting documentation satisfactory to the purchasing agent, the following shall apply:

(a)

For purchases in which the lowest bid amount is one hundred thousand dollars (\$100,000.00) or less, the lowest responsive, responsible minority, City-based business that submitted a bid within ten percent (10.0%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(b)

For purchases in which the lowest bid amount is more than one hundred thousand dollars (\$100,000.00) but does not exceed two hundred and fifty thousand dollars (\$250,000.00), the lowest

responsive, responsible minority, City-based business that submitted a bid within seven and one-half percent (7.5%) of the lowest responsive, responsible bid shall be offered to award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(c)

For purchases in which the lowest bid amount is more than two hundred and fifty thousand dollars (\$250,000.00) but does not exceed five hundred thousand dollars (\$500,000.00), the lowest responsive, responsible minority, City-based business that submitted a bid within five (5.0%) of the lowest responsive, responsible bid shall be offered to award to the contract, provided such business agrees to accept the contract at lowest bid amount.

(d)

In the event that more than one business meets the criteria of both a minority and City-based business and their bids falls within the allotted percentage, first preference will be given to such business whose bid price was closest to the lowest bid price. If the first of such qualifying businesses chooses not to accept the award of the bid at the lowest bid amount, then the option shall go to the qualifying business within the applicable percentages with the next closest bid to the lowest bid price.

2.

When No Bidders That Fall Within The Allotted Percentages Are Both Minority and City-Based Businesses, But Are One Or The Other. If no businesses meet the criteria for both a Certified minority and a Certified City-based business, or such a qualifying business chooses not to accept the award of the bid at the lowest bid amount, the following shall apply to businesses that are either a Certified minority or a Certified City-based business provided that the response to the competitive bid contains, at the time of submission, supporting documentation satisfactory to the purchasing agent set forth in the definition for a minority or a city based business:

(a)

For purchases in which the lowest bid amount is one hundred thousand dollars (\$100,000.00) or less, the lowest responsive, responsible minority or city based business that submitted a bid within ten percent (10.0%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(b)

For purchases in which the lowest bid amount is more than one hundred thousand dollars (\$100,000.00) but does not exceed two hundred and fifty thousand dollars (\$250,000.00), the lowest responsive, responsible minority or city based business that submitted a bid within seven and one-half percent (7.5%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(c)

For purchases in which the lowest bid amount is more than two hundred and fifty thousand dollars (\$250,000.00) but does not exceed five hundred thousand dollars (\$500,000.00), the lowest responsive, responsible minority or city based business that submitted a bid within five percent (5.0%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at lowest bid amount.

(d)

In the event that more than one business meets the criteria of either a minority or a based business, first preference will be given to such business whose bid price was closest to the lowest bid price. If the first of such qualifying businesses chooses not to accept the award of the bid at the lowest bid amount, then the option shall go to the qualifying business within the applicable percentages with the next closest bid to the lowest bid price.

3.

When No Bidders That Fall Within The Allotted Percentages are either Minority or City Based. If no businesses meet the criteria for either a Certified minority or a Certified City-based business, or such a business chooses not to accept the award of the bid at the lowest bid amount, the award shall go to the lowest responsive, responsible bidder.

4.

Uniform Scoring System for QBS Processes. In the event an interview of a short list is involved in a QBS procurement, then the contracting officer shall develop a uniform one hundred (100) point system for use in qualifications-based selection processes. Target groups determined in accordance with this chapter for the contracting category involved will be entitled to an additional ten points above the score that they receive as a result of the one hundred (100) point system in determining whether they are part of the short list of contractors arrived at for purposes of making a final selection. The final selection shall then be made in the ordinary course of making a qualifications-based selection.

5.

Informal Bids: For purchases by informal bid or informal proposal, at least one quote must be obtained from a City-based business on the list maintained by the City's Small & Minority Resource Center, or Purchasing shall require an explanation from the Director of the Small & Minority Resource Center as to why such a quote should not be required for the specified procurement.

F.

Establishment of Best Practices In Subcontracting. For purposes of implementing the city's program, the administrator will ensure that best management practices are employed to improve MBE, WBE and City-based business access to and participation in city contracts. The following

practices focus on pre-award and post-award efforts and are intended to benefit all minority contractors interested in contracting with the city. Best practices include, but are not limited to, the following:

1.

Identification of Specific Subcontractors is Required and Substitutions May Not be Made Without Good Cause Shown. Prime contractors must either identify subcontractors at the time of bid submission or indicate that they intend to meet the goals established for such contract. Following receipt of a notice of intent to award, a prime contractor must identify such subcontractors, the dollar value of each subcontractor's work, and those subcontractors may not be substituted without good cause being shown in accordance with this chapter. The administrator will determine whether good cause has been shown for the substitution of the subcontractor and shall be guided by the principles and goals of this chapter and any applicable industry standards in the contract category involved.

2.

Creation of a Uniform System for Posting Procurement Notices. The administrator or his designee, including any city consultant engaged for such purpose, the director of purchasing and the director of information technology shall establish a uniform system for posting notices of city contracts that includes posting minority contracting opportunities in the purchasing department, providing computer stations available to the public in the purchasing department for contracting opportunities, registration, placing bids, etc., placing newspaper notices, website posting, fax notification, email notification and/or any combination thereof with other methods. Sufficient time should be permitted between bid posting and bid opening so that prime contractors are able to make good faith efforts to recruit minority contractor participation.

3.

Unbundling of City Contract Opportunities into Smaller Contracts Where Feasible. Where practical and feasible, contracting officers seeking to bid city contracts should make every effort to unbundle contracts into separate parts of the work (including labor, materials, equipment, etc.) in a way that is practical, manageable, efficient and cost-effective, in a way that balances such concerns with the goal of maximizing the ability of MBEs to participate as subcontractors or as prime contractors themselves.

4.

Revising Bonding Requirements. The administrator and the city attorney shall develop a policy to reduce or eliminate to the extent practical and feasible the bonding requirements from MBEs, and WBEs for city contracts, including for example the establishment of a contingency in the budget for the work to cover the costs and consequences of a minority contractor's failure to complete, that balances the city's concerns about job completion, risks and potential liabilities, and other legal concerns with this chapter's desire to ensure that bonding requirements do not constitute an unreasonable obstacle to participation, including the creation of a contingency fund in the budget

No scheme, strategy, ruse, artifice, collaboration, pass through or other device to make it appear that compliance with this chapter has been achieved or to avoid compliance with this chapter is permitted. The Compliance committee, of its own accord or upon complaint by a third party, shall have investigatory authority over such complaint, may issue determinations of compliance or noncompliance, and may impose remedies as provided for herein.

3.

Any prime contractor, minority contractor or other company involved in city contracting that violates this chapter, avoids, or attempts to avoid the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans that may be adopted, shall be subject to debarment under the provisions of Section 3.08.090 of this title. The administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee, with the advice of the city attorney, may direct that payment to prime contractors or minority businesses involved in a city contract be withheld until any violation of this chapter has been corrected, or may deduct any monetary penalty from any monies that the city owes to such contractor, without the city incurring any additional cost, charge, interest or other fee from the company committing the violation. The city may also impose and collect liquidated damages in the amount of two hundred dollars (\$200.00)/day for each day that a violation has been committed and continues ("liquidated damages"), unless the company proves and the administrator finds that mitigating or extenuating circumstances to exist, in which case such liquidated damages may be reduced in the administrator's discretion. Such liquidated damages may be imposed because of the difficulty and expense of attempting to quantify the value and assess the damage done to the program adopted under this chapter, and all companies submitted bids or proposals for city contracts shall be deemed to understand and accept the imposition of liquidated damages for violations of this chapter. The administrator shall use liquidated damages that are collected to fund outreach and educational efforts under this chapter.

4.

Any city employee deemed by the administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee, with the advice of the city attorney, to have violated this chapter in an intentional or grossly negligent manner or who has avoided or attempted to avoid, or to have assisted or encouraged a company to avoid or attempt to avoid, the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans adopted, shall be recommended for progressive disciplinary action within such employee's department and if necessary with the involvement of the city department of labor relations, subject to the terms of any collective bargaining agreement that applies.

5.

Mandatory Good Faith Efforts—Waivers—Exceptions. A prime contractor has the burden to demonstrate at the time of receipt of a notice of intent to award a city contract, and before the

contract is awarded, that it is committed to and will be able to achieve the subcontracting goals and requirements of this chapter. If, however, the prime contractor believes that it cannot achieve the subcontracting goals and requirements of this chapter and has not established itself to be a Majority Self Performer by the Director of the Minority and Small Resource Center, it must demonstrate that it has (a) completed good faith effort No. 1 below and has met at least two of good faith efforts Nos. 2 through 7 identified below (collectively, "good faith efforts") to the reasonable satisfaction of the administrator or his designee, including any city consultant engaged for such purpose, or the Compliance committee in order to justify a waiver of the requirements of this chapter involved in the particular situation. Good faith efforts are:

No. 1—City Website and Newspaper Notice. Publish a notice seeking subcontractors on the city's purchasing website and an advertisement (one column inch minimum) in the Saturday edition of the Connecticut Post, in the public notices section, entitled "Bridgeport Minority Contracting Opportunity" in bold lettering describing the type or types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the prime contractor's contact person having knowledge of the subcontracting work being sought within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 2—Written Notices to Business Associations or Agencies. The prime contractor shall send written notices to at least two business associations or development agencies, profit or nonprofit, that represent or are associated with the interests of minority contractors and who disseminate bid opportunities and other information to minority contractors, so long as such notices are sent within a reasonable time prior to the deadline for the submission of each bid, quotation or proposal. Such notices shall describe the types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the prime contractor's contact person having knowledge of the subcontracting work being sought. The prime contractor shall make every reasonable effort to respond to the inquiries and information requests of minority contractors within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 3—Searching Available Databases and Lists of Minority Contractors. The prime contractor shall take steps to identify minority contractors in the contracting category doing the type of work sought in connection with the city contract from lists available from the purchasing department, on the city's purchasing website or other internet websites, or at other locations.

No. 4—Obtaining Quotes from Available Minority Contractors. The prime contractor shall obtain written quotes from minority contractors that we rejected

for good cause because of cost, quality, experience, availability, responsibility, resources, equipment, lack or inadequacy of bonding or insurance, and the like.

No. 5—Attempts to Enter Into Joint Ventures or Other Arrangements with Minority Contractors. The prime contractor shall demonstrate its attempts to enter into joint ventures or other business arrangements with minority contractors not in violation of this chapter to perform portions of the work, to supply materials, and the like, and shall document all actions taken in that regard, including, where appropriate, the reasons for the failure or rejection of such efforts.

No. 6—Placing Advertisements in Minority Business Media Outlets. The prime contractor shall advertise in media outlets associated with or likely to reach minority contractors at least two times within a reasonable time prior to the date for submission of the bid, quotation or proposal for the city contract involved that includes a reasonable time for minority contractors to provide quotes.

No. 7—Other Efforts Particular to the Bid. The administrator may approve other good faith efforts that can be made in connection with a particular bid.

6.

Exemptions—Waivers.

a.

The following procurements are exempt from the application of this chapter:

i.

Qualified purchases, emergency purchases, or purchases from federal, state, regional or other cooperative bidding arrangements.

ii.

Bids that are otherwise exempted from competitive bidding or procurement requirements under the city's purchasing ordinance or city charter, for example, the selection of bond underwriters for the sale of city general obligation bonds.

b.

Other work for which the administrator determines that there are no minority contractors registered, available or qualified to bid on such work.

C.

Any waiver request and all supporting documentation and must be submitted to and accepted by the administrator prior to the contract being awarded.

Prohibition Against Double-Counting. Minority contractor participation in a city contract may not be double-counted in calculating whether the percentage goal has been met. If, for example, a minority contractor is also a minority female contractor, in calculating the prime contractor's compliance with the attainable goal, the minority contractor's portion of the contract may be calculated only in terms of the aggregate value of its portion of the contract work as a percentage of the total contract work.

EXHIBIT A

Tax Payment Schedule

Installments

Construction Period Tax Abatement	Amount	Payment Date
First Installment (land only)	\$11,950	July 1, 2022
Second Installment (land only)	\$11,950	Jan 1, 2023
Third Installment (land only)	\$11,950	July 1, 2023
Fourth Installment (land only)	\$11,950	Jan1, 2024
Lease-Up Period Tax Abatement		
First Installment (land only)	\$11,950	July 1, 2024
Second Installment (land only)	\$11,950	Jan 1, 2025
Operating Period Tax Abatement		
First Installment	\$630.000.00	July 1, 2025
Second Installment	\$630,000.00	Jan 1, 2026
Third Installment	\$642,600.00	July 1, 2026
Fourth Installment	\$642,600.00	Jan 1, 2027
Fifth Installment	\$655,452.00	July 1, 2027
Sixth Installment	\$655,452.00	Jan 1, 2028
Seventh Installment	\$668,561.04	July 1, 2028
Eighth Installment	\$668,561.04	Jan 1, 2029
Ninth Installment	\$681,932.26	July 1, 2029
Tenth Installment	\$681,932.26	Jan 1, 2030

Eleventh Installment	\$695,570.91	July 1, 2030
Twelfth Installment	\$695,570.91	Jan 1, 2031
Thirteenth Installment	\$709,482.32	July 1, 2031
Fourteenth Installment	\$709,482.32	Jan 1, 2032
Fifteenth Installment	\$723,671.97	July 1, 2032
Sixteenth Installment	\$723,671.97	Jan 1, 2033
Seventeenth Installment	\$738,145.41	July 1, 2033
Eighteenth Installment	\$738,145.41	Jan 1, 2034

\$ 1,391,141.81 \$ 695,570.91 \$ 1,418,964.65 \$ 709,482.32 \$ 1,447,343.94 \$ 723,671.97 \$ 1,476,290.82 \$ 738,145.41	Schedule of Tax Payments Due Year 1 Construction Fixed at Current Tax Year 2 Construction Fixed at Current Tax Year 3 Lease-Up Fixed at Current Tax Year 4 at New Base Tax Year 5 Escalating Year 6 Escalating Year 7 Escalating Year 8 Escalating	Per Agreement \$ - \$ - \$ 1,260,000.00 \$ 1,285,200.00 \$ 1,310,904.00 \$ 1,337,122.08 \$ 1,363,864.52	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	0 0 0 0 0	Due Dates 7.1.22 & 11.23 7.1.23 & 1.1.24 7.1.24 & 11.25 7.1.25 & 1.1.26 7.1.26 & 1.1.27 7.1.27 & 1.1.28 7.1.28 & 1.1.29 7.1.29 & 1.1.30
\$ 1,337,122.08 \$ 1,337,122.08 \$ 1,363,864.52 \$ 1,391,141.81 \$ 1,418,964.65 \$ 1,447,343.94 \$ 1,476,290.82 \$ 738,145.41	Year 5 Escalating	\$ 1,285,200.00 \$ 1,310,904.00	\$ 642,600.		7.1.26 &
\$ 1,363,864.52 \$ 681,932.26 \$ 1,391,141.81 \$ 695,570.91 \$ 1,418,964.65 \$ 709,482.32 \$ 1,447,343.94 \$ 723,671.97 \$ 1,476,290.82 \$ 738,145.41	Year 7 Escalating	\$ 1,337,122.08	\$ 668,561.	•	7.1.28 &
\$ 1,391,141.81 \$ 695,570.91 \$ 1,418,964.65 \$ 709,482.32 \$ 1,447,343.94 \$ 723,671.97 \$ 1,476,290.82 \$ 738,145.41	Year 8 Escalating	\$ 1,363,864.52	\$ 681,932.		7.1.29 &
\$ 1,418,964.65 \$ 709,482.32 \$ 1,447,343.94 \$ 723,671.97 \$ 1,476,290.82 \$ 738,145.41	Year 9 Escalating	\$ 1,391,141.81	\$ 695,570.	•	7.1.30 &
\$ 1,447,343.94 \$ 723,671.97 \$ 1,476,290.82 \$ 738,145.41	Year 10 Escalating	\$ 1,418,964.65	\$ 709,482		7.1.31 &
\$ 1,476,290.82 \$ 738,145.41	Year 11 Escalating	\$ 1,447,343.94	\$ 723,671.	_	7.1.32 &
	Year 12 Escalating	\$ 1,476,290.82	\$ 738,145.	•	7.1.33 &

0.5 1/2 PMT	1.02 ann. esc.	420 # units	\$3,000 per unit	New Tax
		\$ 1,260,000		

Analysis of Presumed Taxes Foregone - (New Revenue Exceeds Abatement)	ew Revenue Excee	ds Abatement)	
Schedule of Tax Payments Due	Per Agreement Full Tax *	Full Tax *	Difference
Year 1 Construction Fixed at Current Tax	\$	\$ 0	
Year 2 Construction Fixed at Current Tax	\$ -	0	
Year 3 Lease-Up Fixed at Current Tax	\$	\$ 1,271,289	
Year 4 at New Base Tax	\$ 1,260,000.00 \$ 2,542,577	\$ 2,542,577	
Year 5 Escalating	\$ 1,285,200.00 \$ 2,542,577	\$ 2,542,577	
Year 6 Escalating	\$ 1,310,904.00 \$ 2,542,577	\$ 2,542,577	
Year 7 Escalating	\$ 1,337,122.08 \$ 2,542,577	\$ 2,542,577	
Year 8 Escalating	\$ 1,363,864.52 \$ 2,542,577	\$ 2,542,577	
Year 9 Escalating	\$ 1,391,141.81 \$ 2,542,577	\$ 2,542,577	
Year 10 Escalating	\$ 1,418,964.65 \$ 2,542,577	\$ 2,542,577	
Year 11 Escalating	\$ 1,447,343.94 \$ 2,542,577	\$ 2,542,577	
Year 12 Escalating	\$ 1,476,290.82 \$ 2,542,577	\$ 2,542,577	
Total	Total \$12.290.831.82 \$24.154.482 \$11.863.649.86	\$24 154 482 \$1	11.863.649.86

Total
\$12,290,831.82
\$24,154,482
\$ 11,863,649.86

Presumed Full Tax	Tax	
6,	6,054 per unit	
	420 # units	\$ 2,542,577
Derived From Bijou Square Sale Price:	17,250,000	
# units	91	
Price Per Unit	189,560	
Assessed Value at 70%	132,692	
Tax Per Unit At Mill Rate of 43.45	5,765	
Escalated by 5% as Presumed Full Tax	6,054	

COMM. #12-21 Ref'd to Miscellaneous Matters Committee on 12/6/2021

Mark T. Anastasi, Esq. 25 Sullivan Place Bridgeport, CT 06610

Office Contacts (203) 371-0383 martulana@aol.com City of Bridgeport Contacts (203) 673-7218 mark.anastasi@bridgeportct.gov

REVISED

December 1, 2021

The Honorable City Council of the City of Bridgeport City Hall 45 Lyon Terrace Bridgeport, CT 06604

Re: Proposed Litigation Settlements (with Modified Conditional Participation Agreements) concerning Certain Litigation comprised of various consolidated Class-Action Opioid Lawsuits pending in the State of Connect

Dear Honorable City Council Members:

On behalf of the Office of the City Attorney I hereby respectfully submit the above-referenced matter **FOR REFERRAL TO THE MISCELLANEOUS MATTERS COMMITTEE** at the City Council's December 20, 2021 Regular monthly meeting.

A requisite Executive Summary will be submitted by separate transmittal.

Thank you for your assistance in this matter.

Very truly yours, /s/ Mark T. Anastasi Mark T. Anastasi, Esq.

Cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Janene Hawkins, CAO
Daniel Shamas, Chief of Staff
R. Christopher Meyer, City Attorney
Linda Wihbey, Assoc. City Atty.
Kenneth Flatto, Finance Dir.
Nestor Nkwo, OPM Dir.
Thomas Gaudett, Mayor's Office



Ortiz, Frances

From:

martulana@aol.com

Sent:

Thursday, December 2, 2021 2:02 PM

To:

Ortiz, Frances

Subject:

Fwd: REVISED Referral Letter and Executive Summary concerning Proposed Settlements

of Pending Opioid Litigation

Attachments:

Proposed Opiod Litigation Settlement Exexutive Summary.docx; Opiod Settlement

Referral Letter.docx

----Original Message-----From: martulana@aol.com

To: mark.anastasi@bridgeportct.gov <mark.anastasi@bridgeportct.gov>

Sent: Thu, Dec 2, 2021 1:59 pm

Subject: REVISED Referral Letter and Executive Summary concerning Proposed Settlements of Pending Opioid Litigation

Mark T. Anastasi, Esq. 25 Sullivan Place Bridgeport, CT 06610

Office Contacts (203) 371-0383 martulana@aol.com City of Bridgeport Contacts (203) 673-7218 mark.anastasi@bridgeportct.gov

December 1, 2021

The Honorable City Council of the City of Bridgeport City Hall 45 Lyon Terrace Bridgeport, CT 06604

Re: Proposed Settlement (with Conditional Participation Agreement) concerning Pending Litigation comprised of various Consolidated Opiod Litigation in the State of Connecticut, including the matter of City of Bridgeport et. al. v. Purdue Pharma et. al.

Dear Honorable City Council Members:

On behalf of the Office of the City Attorney I hereby respectfully submit the above-referenced matter **FOR REFERRAL TO THE MISCELLANEOUS MATTERS COMMITTEE** at the City Council's December 20, 2021 Regular monthly meeting.

A requisite Executive Summary will be submitted by separate transmittal.

Thank you for your assistance in this matter.

Very truly yours, /s/ Mark T. Anastasi Mark T. Anastasi, Esq.

Cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Janene Hawkins, CAO
Daniel Shamas, Chief of Staff
R. Christopher Meyer, City Attorney
Linda Wihbey, Assoc. City Atty.
Kenneth Flatto, Finance Dir.
Nestor Nkwo, OPM Dir.
Thomas Gaudett, Mayor's Office



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December 1, 2021

The Honorable City Council of the City of Bridgeport City Hall 45 Lyon Terrace Bridgeport, CT 06604

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ATTEST CITY OLERK

Re: Proposed Litigation Settlements (with Modified Conditional Participation Agreements) concerning Certain Litigation comprised of various consolidated Class-Action Opioid Lawsuits pending in the State of Connecticut

Dear Honorable City Council Members:

As you are aware of from my correspondence of this same date, the Office of the City Attorney has respectfully submitted the above-referenced matter **FOR REFERRAL TO THE MISCELLANEOUS MATTERS COMMITTEE** at the City Council's December 20, 2021 Regular monthly meeting.

While Immediate Consideration is neither required nor requested, this item is time sensitive matter.

BELOW is the submission data required pursuant to City Council Rule XIII, Section 15:

a. Submission Title

Proposed Litigation Settlements (with Modified Conditional Participation Agreements) concerning Certain Litigation comprised of various consolidated Class-Action Opioid Lawsuits pending in the State of Connecticut

b. Submitting Entity

Office of the City Attorney

c. Contact Persons

Mark T. Anastasi, Esq. [submitting agent] Cellphone and text messages: (203) 673-7218

Email: Mark.Anastasi@bridgeportct.gov

and

Linda Wihbey, Assoc. City Attorney [lead in-house counsel]

Office phone: (203) 576-7647

Email: Linda. Wihbey@bridgeportct.gov

Due to the obvious substantial public interest in, newsworthiness of, and intra-governmental nature of, this matter; the City Attorney personally has worked substantially on this project and will also make himself available regarding inquiries from Bridgeport City Council Members and the Miscellaneous Matters Committee.

R. Christopher Meyer, City Attorney

Office phone: (203) 576-7647

Email: RChristopher.Meyer@bridgeportct.gov

d. Approval Deadline

The December 20, 2021 City Council meeting is the Deadline for legislative body action, in order to comply with established Court deadlines for proceeding with the settlement process.

Plaintiff municipalities initially were requested to return their signed Modified Conditional Participation Agreements no later than Friday, December 3, 2021. Due to the nature of the negotiations that will need to take place before the January 2, 2022 Court imposed filing deadline, outside class action legal counsel will need to know no later than the week of December 20th if Bridgeport intends to sign onto the settlement. Since a Council vote will need to be transmitted to the Mayor for his signature – a final full City Council vote will be necessary at the December 20, 2021 Council meeting.

The next regular monthly Miscellaneous Matters Committee meeting is not scheduled for until Monday, December 27th. Therefore, the Miscellaneous Matters Committee will be respectfully requested to schedule a Special committee meeting between December 7th and December 16th to hear this matter in Executive Session. This would enable the full Council to vote on the item on December 20th.

e. Matter Summary

At the current stage of the settlement process the City Council is only being requested to authorize and empower the City Attorney acting in his own capacity and/or through in-house staff and/or outside legal counsel (law firm of Drubner Hartley Mengacci & Hellman of Middlebury CT) to execute a modified conditional participation agreement for the proposed class

action settlement. This will enable the City of Bridgeport to be an active participant with a *seat* at the table in the settlement proceeds distribution discussions.

The present status of local municipal opioid cases dismissed at the trial court level is that they are currently on appeal before the CT Supreme Court, with appeals stayed pending the national settlement negotiations. The status of the municipal cases within our state has had no effect on CT's participation in the settlement nor has it impacted the amount of settlement funds CT is expected to receive. CT was treated the same as every other litigating governmental entity during the state-by-state allocation negotiations.

As regards one of the pending lawsuits [City of Bridgeport et. al. v. Purdue Pharma et. al.) this matter is in Bankruptcy. The Purdue Bankruptcy Plan was confirmed, however, multiple states (including CT) as well as the DOJ have appealed the bankruptcy court's decision to approve the Plan. That appeal is ongoing and is currently in its early stages. Therefore, the proposed Modified Conditional Participation Agreements are solely for the Distributor and Janssen settlements, neither of which include money from the Purdue bankruptcy settlement. The Purdue bankruptcy, and any settlement funds that CT receives therefrom post appeal, is separate from the current proposed settlement.

It is our understanding that the distribution amongst CT municipalities of funds from the currently proposed settlements likely will be based upon a number of different criteria, with population one such factor.

This authorization for the City Attorney on behalf of the City of Bridgeport to enter into the proposed Modified Conditional Participation Agreements will enable the City to be a full participant in negotiations with the State of Connecticut and amongst the municipal plaintiffs to determine the allocation and distribution methodology for yet-to-be-determined settlement funds.

Ultimately Bridgeport's options will be no different than that of litigating subdivisions in other states—essentially, participate in the settlement and release all claims against the settling defendants or decide not to participate and proceed with litigation but likely as a stand-alone plaintiff. A future City Council vote of approval will be necessary (and will be sought at the appropriate time) to authorize the City's participation in the distribution of settlement proceeds once the specific monetary settlement amount is determined and the settlement funds distribution methodology is negotiated to agreement, or otherwise established by the Court.

f. City Council Action Requested

Authorization and approval for the City Attorney acting in his own capacity and/or through inhouse staff and/or outside legal counsel (law firm of Drubner Hartley Mengacci & Hellman of Middlebury CT) to execute modified conditional participation agreements on behalf of the City of Bridgeport for the proposed settlement.

g. Financial Impact Analysis

This proposed conditional settlement participation agreement will not require the expenditure of City funds, nor have any other negative financial impact upon the City of Bridgeport.

Rather, the proposed settlement is ultimately anticipated to have a quite substantial positive financial impact on the City in amounts and in accordance with allocation and distribution terms between the participating CT municipalities and the State and amongst the participating municipalities - yet to be determined. The specific parameters of the potential financial and social services benefits to the City of Bridgeport from this proposed settlement will be discussed in Executive Session with the Miscellaneous Mattes Committee.

h. Funding Budget-Line

Not Applicable.

i. Proposed Motion

"NOW THEREFORE BE IT RESOLVED that:

- The City Attorney and/or his designee(s) is/are hereby authorized and empowered to
 execute modified conditional settlement participation agreements materially as discussed
 in Executive Session with the Miscellaneous Matters Committee, and in final form
 satisfactory to the City Attorney; and
- 2. The City Attorney and/or his designee(s) is/are further authorized and empowered to negotiate and to take such other reasonably necessary actions in furtherance of this matter, as he/she may deem to be in the best interests of the City of Bridgeport in order to be in a position to present to the City Council for its approval a potential final proposed settlement of this pending litigation and agreement to the financial terms for compensatory monetary payments to the City.

Thank you for your assistance in this matter.

Very truly yours, /s/ Mark T. Anastasi Mark T. Anastasi, Esq.

Cc: Joseph P. Ganim, Mayor Lydia Martinez, City Clerk Frances Ortiz, Asst. City Clerk Janene Hawkins, CAO Daniel Shamas, Chief of Staff R. Christopher Meyer, City Attorney Linda Wihbey, Assoc. City Atty. Kenneth Flatto, Finance Dir. Nestor Nkwo, OPM Dir. Thomas Gaudett, Mayor's Office