

AGENDA

CITY COUNCIL MEETING

MONDAY, SEPTEMBER 19, 2022

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

- 116-21** Public Hearing re: Proposed Resolution Authorizing a Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136-1160 Main Street.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: July 5, 2022

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 121-21** Communication from City Attorney re: Proposed Settlement of Pending Arbitration in the Matter of the City of Bridgeport, et al vs. Bridgeport Housing Authority, et al re: Remaining Arbitration/Claim Against Excess Umbrella Carrier for Bridgeport Housing Authority/James River Insurance Company, referred to Miscellaneous Matters Committee.
- 122-21** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health – Preventative Health and Health Services Block Grant Year 4 (#23605), referred to Economic and Community Development and Environment Committee.
- 123-21** Communication from Central Grants re: Grant Submission: Connecticut Department of Emergency Services & Public Protection – Auto Theft and Violence/Gun Tracing Task Force/Violent Crime Task Force Grants, referred to Public Safety and Transportation Committee.
- 124-21** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Michael Franklin, Docket No. FBT-CV-20-6095498-S, referred to Miscellaneous Matters Committee.
- 125-21** Communication from Labor Relations re: Proposed Agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local 1303-468, Council 4 concerning their Collective Bargaining Agreement, referred to Contracts Committee.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 120-21** Resolution presented by Council Member Burns and Co-sponsor(s): Mack, Nieves, McCarthy & Newton re: Proposed Resolution to create a Capital Projects Reporting System for Public Use, referred to Budget and Appropriations Committee.
- 126-21** Resolution presented by Council Member(s) Nieves, Mack, Burns, Newton, Cruz, Valle & Vizzo-Paniccia re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 2.92 – Fair Housing Commission, referred to Ordinance Committee.
- 127-21** Resolution presented by Council Member(s) Nieves, Mack, Burns, Newton, Cruz, Valle & Vizzo-Paniccia re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 2.94 – Fair Rent Commission, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *107-21** Public Safety and Transportation Committee Report re: Resolution regarding the 2022 “Fourth” Round of City Sidewalk Repair Pilot Program.
- *108-21** Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#23312).
- *119-21** Contracts Committee Report re: Black Rock Senior Center Licensing Agreement with The Frank Habansky Food Pantry Inc.
- *116-21** Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136-1160 Main Street.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 19, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

- | | |
|--|---|
| 1.) Helen Olga Losak
304 Bradley Street
Bridgeport, CT 06610 | Building Permits Matter – to ensure building and remodeling is done correctly according to the codes. |
| 2.) John Marshal Lee
30 Beacon Street
Bridgeport, CT 06605 | City Governance, Safety & Finances. |

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, SEPTEMBER 19, 2022
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT 06604**

CALL TO ORDER

Council President Nieves called the Public Speaking session of the City Council to order at 6:37 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

- 130th District: Scott Burns, Matthew McCarthy
- 131st District: Jorge Cruz, Tyler Mack
- 132nd District: Marcus Brown, Rolanda Smith
- 133rd District: Aikeem Boyd, Jeanette Herron,
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: Mary McBride-Lee, Rosalina Roman-Christy
- 136th District: Frederick Hodges, Alfredo Castillo
- 137th District: Aidee Nieves, Maria Valle
- 138th District: Maria Pereira, Samia Suliman
- 139th District: Ernest Newton

RECEIVED
CITY CLERKS OFFICE
22 SEP 26 PM 3:20
ATTEST
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 19, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME	SUBJECT
Helen Olga Losak 304 Bradley Street Bridgeport, CT 06610	Building Permits Matter – to ensure building and remodeling is done correctly according to the codes.

Ms. Losak came forward and read the following statement into the record:

Good evening.

I start by asking Councilwoman Maria Pereira if she's ready to apologize to me and the Second Chances tonight.

Building Permits matter. Our Building Department issues them to ensure contractors and other repair people do the building and remodeling jobs correctly. This protects the home owner, his family and guests. Building permits are worth it.

One of my neighbors hired a handyman to make a deck out of her small back porch. The handyman never took out building permits for this job. I watched him as he worked on this project and could tell there were building mistakes. When attaching the deck platform, he used long nails instead of porch joists that screw into the house foundation. This is important to protect the deck from collapsing when many people are on it.

I spoke to my neighbor about this and suggested she contact our Building Department. She did and got an inspection to correct the mistakes and obtained a permit when she hired a professional company. Up front, she paid more, but has peace of mind her deck won't collapse and her guests won't be hurt and no possible lawsuits. Utilize our Building Department to ensure you projects are done correctly.

Thank you.

John Marshal Lee
30 Beacon Street
Bridgeport, CT 06605

City Governance, Safety & Finances.

Mr. Lee came forward and read the following statement into the record:

Ladies and gentlemen of the Council, I have read the Agenda for this evening and approve the crafting of Ordinances regarding official Bridgeport Fair Rent and Fair Housing commissions and placing them on the record. There are still elderly homeowners with mortgages fully paid running into problems with WPCA and property tax affairs in arrears, ultimately losing property and significant equity in a court system not understood by the owner to predators who know the law but do not care to make the Port a healthier place for fair, timely, and accurate responses.

Let's see what enough Council members decide is fair for all Bridgeport citizens and property-owning taxpayers by your sub-committee comments. One or more of you have been listening to the embarrassing case of Bridgeport completely ignoring State Statutes. Is this ordinance proposal a work-around for a Mayor who has not cared to act?

It is Hispanic Heritage Month and some of you were at Klein Auditorium on Saturday for a professional presentation of La Gringa. What recent cultural event has brought out an audience like this at the Klein?

Cultural question: If I asked what culture popularized pizza or apizza, New Haven approach, locally? Of course, we would say Italian American. And the Christopher Columbus narrative will no doubt be reprised in October. So instead of keeping the statue, removed from Seaside Park two years ago and placed in a barn that formerly housed horses (that one former member of this assembly finds disrespectful, though I call everyone to remember that those calling themselves Christians know that their humble leader was born in a stable among other living animals, more than 2,000 years ago.)

Can we gather Hispanic, Black, and brown residents together with others who have built the Bridgeport of today over the past 200 years, to discuss A Port Trail, a walking, historically supported, educational and entertaining pathway by existing City museums, statues, memorials, buildings, fountains, and other sites portraying the variety of history, heritages, and cultures that have gotten us to where we are today? Is there room at this table? Does it cost anything? Time will tell.

ADJOURNMENT

Council President Nieves closed the public session at 6:49 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, SEPTEMBER 19, 2022

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

CALL TO ORDER

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

PRAYER

Council Member Castillo led those present in prayer.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

The City Clerk Lydia Martinez called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Jorge Cruz, Tyler Mack
132nd District: Marcus Brown, Rolanda Smith
133rd District: Aikeem Boyd, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: Frederick Hodges, Alfredo Castillo
137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira, Samia Suliman
139th District: Ernest Newton

A quorum was present.

Council Member Newton requested a moment of silence in memory of those who had recently passed away.

116-21 Public Hearing re: Proposed Resolution Authorizing a Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136- 1160 Main Street.

Mayor Ganim called the Public Hearing regarding Agenda Item 116-21 to order at 7:07 p.m. He said that the first person that had signed up to speak was Ms. Eneida Martinez. Council Member Newton said that Ms. Martinez was not able to be present to address the Council.

Mr. John Marshal Lee said that he was supportive of proposal but added that he was surprised that the City had a parcel of land available for leasing and wished to hear more about the proposal. He said that if the lease is approved, he would like to hear about other potential City properties available for lease.

Mr. Terry Sullivan came forward and said that he would like to know if the renter was using just a portion of the property or the entire parcel.

Council Member Pereira came forward and said it was outrageous because it was for one year for one dollar. The City will be able to renew the lease. She said that it was a five-acre parcel and there would be a bocce ball court. Council Member Pereira said that her district has a bocce ball court that was in disrepair. She said that while they want to encourage development, but there needs to be a benefit for the community. The residents should benefit through a reduction of taxes.

Council Member Pereira said that there was no terms for vacating. She said that she felt this was atrocious and would not be supporting it.

Council Member Vizzo-Paniccia said that she was present to speak in favor of the proposal. She said that the terms of the contract was discussed in the joint committee meeting last week. She said that the place was always clean and well run. She noted that the business had made the news both in the States and in the Czech Republic.

Mayor Ganim announced that there were no other speakers signed up and closed the public hearing.

MINUTES FOR APPROVAL:

• July 5, 2022

**** COUNCIL MEMBER HERRON MOVED THE MINUTES OF THE JULY 5, 2022 COUNCIL MEETING.**

**** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**

**** THE MOTION PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA,**

MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).

Council Member Pereira stated that she was opposed to the minutes because there were inaccurate comments in the Public Speaking portion of the meeting.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

121-21 Communication from City Attorney re: Proposed Settlement of Pending Arbitration in the Matter of the City of Bridgeport, et al vs. Bridgeport Housing Authority, et al re: Remaining Arbitration/ Claim Against Excess Umbrella Carrier for Bridgeport Housing Authority/ James River Insurance Company, referred to Miscellaneous Matters Committee.

122-21 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health – Preventative Health and Health Services Block Grant Year 4 (#23605), referred to Economic and Community Development and Environment Committee.

123-21 Communication from Central Grants re: Grant Submission: Connecticut Department of Emergency Services & Public Protection – Auto Theft and Violence/ Gun Tracing Task Force/ Violent Crime Task Force Grants, referred to Public Safety and Transportation Committee.

124-21 Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Michael Franklin, Docket No. FBT- CV- 20-6095498- S, referred to Miscellaneous Matters Committee.

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RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

120-21 Resolution presented by Council Member Burns and Co- sponsor(s): Mack, Nieves, McCarthy & Newton re: Proposed Resolution to create a Capital Projects Reporting System for Public Use, referred to Budget and Appropriations Committee.

126-21 Resolution presented by Council Member(s) Nieves, Mack, Burns, Newton, Cruz, Valle & Vizzo-Paniccia re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 2.92 – Fair Housing Commission, referred to Ordinance Committee.

127-21 Resolution presented by Council Member(s) Nieves, Mack, Burns, Newton, Cruz, Valle & Vizzo-Paniccia re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 2.94 – Fair Rent Commission, referred to Ordinance Committee.

**** COUNCIL MEMBER NEWTON MOVED THE FOLLOWING ITEMS TO BE REFERRED BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

121-21 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING ARBITRATION IN THE MATTER OF THE CITY OF BRIDGEPORT, ET AL VS. BRIDGEPORT HOUSING AUTHORITY, ET AL RE: REMAINING ARBITRATION/ CLAIM AGAINST EXCESS UMBRELLA CARRIER FOR BRIDGEPORT HOUSING AUTHORITY/ JAMES RIVER INSURANCE COMPANY, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

122-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH – PREVENTATIVE HEALTH AND HEALTH SERVICES BLOCK GRANT YEAR 4 (#23605), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

123-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION – AUTO THEFT AND VIOLENCE/ GUN TRACING TASK FORCE/ VIOLENT CRIME TASK FORCE GRANTS, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

124-21 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF MICHAEL FRANKLIN, DOCKET NO. FBT- CV- 20-6095498- S, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

125-21 COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1303- 468, COUNCIL 4 CONCERNING THEIR COLLECTIVE BARGAINING AGREEMENT, REFERRED TO CONTRACTS COMMITTEE.

120-21 RESOLUTION PRESENTED BY COUNCIL MEMBER BURNS AND CO-SPONSOR(S): MACK, NIEVES, MCCARTHY & NEWTON RE: PROPOSED RESOLUTION TO CREATE A CAPITAL PROJECTS REPORTING SYSTEM FOR PUBLIC USE, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

126-21 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NIEVES, MACK, BURNS, NEWTON, CRUZ, VALLE & VIZZO-PANICCIA RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 2.92 – FAIR HOUSING COMMISSION, REFERRED TO ORDINANCE COMMITTEE.

127-21 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NIEVES, MACK, BURNS, NEWTON, CRUZ, VALLE & VIZZO-PANICCIA RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 2.94 – FAIR RENT COMMISSION, REFERRED TO ORDINANCE COMMITTEE.

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

107-21 Public Safety and Transportation Committee Report re: Resolution regarding the 2022 “ Fourth” Round of City Sidewalk Repair Pilot Program.

108-21 Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (# 23312).

119- 21 Contracts Committee Report re: Black Rock Senior Center Licensing Agreement with The Frank Habansky Food Pantry Inc.

116-21 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136- 1160 Main Street.

Mayor Ganim asked if any member of the Council would like to remove an item from the Consent Calendar.

Council Member Newton requested Agenda Item 116-21 be removed.

**** COUNCIL MEMBER MCBRIDE-LEE MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

07-21 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE 2022 “ FOURTH” ROUND OF CITY SIDEWALK REPAIR PILOT PROGRAM.

108-21 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: U.S. DEPARTMENT OF JUSTICE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM (# 23312).

119- 21 CONTRACTS COMMITTEE REPORT RE: BLACK ROCK SENIOR CENTER LICENSING AGREEMENT WITH THE FRANK HABANSKY FOOD PANTRY INC.

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

116-21 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136- 1160 Main Street.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 116-21 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING A GROUND LEASE AGREEMENT WITH BERLINETTA BREWING COMPANY, LLC FOR A PORTION OF POST OFFICE SQUARE LOCATED AT 1136- 1160 MAIN STREET.**

**** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

Council Member Newton said there were some questions raised in Committee. Council Member Newton said that it did not dawn on the Committee members what might happen if a developer came forward and wanted to build on the parcel. He expressed concerns about entrapping the City if a developer came forward. He asked how the City would be able to get out of the contract.

Atty. Anastasi said that the package that was submitted indicates that it was for one year and that upon 60 days' notice, the tenant could request a year extension.

Council Member Newton said that he would like to have the City get something in exchange for the one-dollar rental. Atty. Anastasi said that he believe that OPED staff would be in the best position to answer the question.

Council Member Herron said that at the Committee discussion, the subject was mentioned. The property was vacant for years. The tenant knows that they may have to vacate. It is time to move Bridgeport forward.

Council Member McBride-Lee said that it was a good idea for having a business on that site, but objected to the dollar a year leasing. She said that it was an insult to the taxpayers.

Council Member McCarthy requested to have the question moved. Mayor Ganim noted that there were still a number of Council Members with questions.

Council Member Cruz reminded everyone that there was a dilapidated buildings there and now the building is demolished, the grass is beautiful. The business is there and they have invested. This is not a concrete deal, but a temporary one. The Council wants to continue to bring the people out to Bridgeport.

Council Member Mack said that he lives on that street and see the property all the time. People have been leaving dog poop in the area for the last two years. This is an opportunity. While people are frustrated with the one-dollar rent, he suggested that the City give them a chance.

Council Member Hodges said that in the past, the City has given tax breaks to groups. He said that he agrees with Council Member McBride-Lee and felt that they should pay more than a dollar. Discussion followed.

**** THE MOTION PASSED WITH THIRTEEN (13) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, VIZZO-PANICCIA, ROMAN-CHRISTY, NIEVES, VALLE AND SULIMAN) AND SIX (6) OPPOSED (CASTILLO, HODGES, LYONS, MCBRIDE-LEE, PEREIRA, AND NEWTON).**

Council President Nieves said that with the resignation of Ms. Simmons, she had reassigned the vacant seat on one of the Council Committee.

**** COUNCIL PRESIDENT NIEVES MOVED TO SUSPEND THE RULES IN ORDER TO ADD AN ITEM TO THE AGENDA.**

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL PRESIDENT NIEVES MOVED TO ADD COUNCIL MEMBER SAMIA SULIMAN TO THE PUBLIC SAFETY COMMITTEE.**

**** COUNCIL MEMBER MCCARTHY SECONDED.**

**** THE MOTION PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

ADJOURNMENT

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

The meeting adjourned at 7:34 p.m.

Respectfully submitted,

Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday** evening, **September 19, 2022** beginning at **7:00 p.m.**, in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following item listed below.

- Proposed Resolution Authorizing a Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136-1160 Main Street. [116-21]

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Requires Certification

2 Editions, Connecticut Post:

PLEASE PUBLISH ON (Friday, September 9, 2022 & Friday, September 16, 2022)

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

Account #: 111171

PO: 23000029-00

Dated: September 8, 2022

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Public Hearing
September 8, 2022
Page 2 of 2

Ec: City Council Members
Mayor Joseph P. Ganim
J. Hawkins, CAO
D. Shamas, Chief of Staff
T. Gaudett, Mayor's Aide
M. Anastasi, Interim City Attorney
E. Adams, Dir., Government Accountability & Integrity
T. Gill, Director, OPED
B. Coleman, Deputy Director, OPED
R. Pacacha, Esq. of Counsel to the City Attorney's Office
D. Garskof, Associate City Attorney

CITY ATTORNEY
Mark T. Anastasi

OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328

Telephone (203) 576-7647
Facsimile (203) 576-8252

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Deborah M. Garskof
Michael C. Jankovsky
Richard G. Kascaak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



RECEIVED
CITY CLERKS OFFICE
22 SEP 14 PM 2:18
ATTEST
CITY CLERK

September 13, 2022

The Honorable City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:
Proposed Settlement of Pending Arbitration in the Matter of City of Bridgeport, et al v. Bridgeport Housing Authority, et al re: Remaining Arbitration/Claim Against Excess Umbrella Carrier for Bridgeport Housing Authority/James River Ins. Co.

Dear Councilpersons:

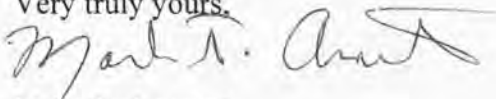
- a. **Submission Title:** Request for Approval of Proposed Arbitration Settlement.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney Lawrence A. Ouellette, Jr. – contact info above.
- d. **Approval Deadline:** Sixty (60) days before arbitration costs are incurred for further needed depositions, experts, and arbitrator's fee.
- e. **Case Summary:** Proposed arbitration settlement in favor of City of Bridgeport for an additional \$150,000.00. Further details to be provided in Executive Session.
- f. **Council Action Requested:** Approval of proposed arbitration settlement.
- g. **Financial Impact Analysis:** No cost to the City. Proposed settlement is in favor of City of Bridgeport to receive an additional \$150,000.00 gross (\$125,000.00 net after payment of contingency fee to City's outside counsel) in final settlement of its claim for defense and indemnification against excess umbrella carrier for Bridgeport Housing Authority/James River Insurance Co.
- h. **Funding Budget-Line:** The settlement payment will be made to the City of Bridgeport within sixty (60) days of settlement approval.

Page Two

i. Proposed Motion: Motion to authorize and approve a final proposed arbitration settlement in favor of the City of Bridgeport, in which the City of Bridgeport is to receive an additional \$150,000.00 gross (\$125,000.00 net) payment for the full and final settlement of all remaining claims by the City of Bridgeport against the Bridgeport Housing Authority and its insurance carriers relative to defense and indemnification costs arising out of a lawsuit involving a fire which occurred on November 13, 2009 at the P.T. Barnum Apartments in Bridgeport, CT.

Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,



Mark T. Anastasi
City Attorney

cc: Lydia Martinez, City Clerk
Lawrence A. Ouellette, Jr., Associate City Attorney
Amanda L. Keppler, Paralegal



JOSEPH P. GANIM
Mayor

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

COMM. #122-21 Ref'd to ECD&E Committee on 09/19/2022

August 31, 2022

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

Re: Resolution - State of Connecticut Department of Public Health - Preventive Health and Health Services Block Grant Year 4 (#23605)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Public Health - Preventative Health and Health Services Block Grant** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

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

Thank you,

Joseph Katz
Central Grants Office

RECEIVED
CITY CLERKS OFFICE
22 SEP 14 PM 2:57
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Public Health - Preventive Health and Health Services Block Grant (#23605)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking funding from the State of Connecticut Department of Public Health to support the continued operation of the East Side Farmer's Market and other related programs to increase access to healthy foods and low-impact exercise. Grant funds will support one part-time employees, the year-round Food Policy Council Coordinator, who will oversee all projects.

CONTRACT PERIOD: 10/1/2022 – 9/30/2023

FUNDING SOURCES (Including Match Funds)	
Federal:	\$ 0
State:	\$ 49,676
City:	\$ 0
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$ 0
Supplies:	\$ 6,805 (Farmer's Market supplies and printing)
Other:	\$ 12,871 (Capital project supporting bike-ped infrastructure)
Contractual:	\$ 30,000 (Food Policy Coordinator)

MATCH REQUIRED - NONE		
	CASH	IN-KIND
Salaries/Benefits:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Public Health
Preventive Health and Health Services Block Grant
Year 4 (#23605)**

WHEREAS, the **State of Connecticut Department of Public Health** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Preventive Health and Health Services Block Grant**; and

WHEREAS, funds under this grant will be used to support the **Environmental Change for Chronic Disease Prevention Program**; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services submits an application to the **State of Connecticut Department of Public Health - Preventive Health and Health Services Block Grant** to promote environmental interventions, such as operating the East Side Farm Stand to encourage healthy lifestyle choices.

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 **State of Connecticut Department of Public Health** for the purpose of its **Preventive Health and Health Services Block Grant**; 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 Department of Public Health** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



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

September 14, 2022

COMM. #123-21 Ref'd to Public Safety & Transportation Committee
09/19/2022

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

**RE: Resolution – Connecticut Department of Emergency Services & Public Protection-
Auto Theft and Violence/ Gun Tracing Task Force/ Violent Crime Task Force
Grants**

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **Connecticut Department of Emergency Services & Public Protection- Auto Theft and Violence/ Gun Tracing Task Force/ Violent Crime Task Force Grants** 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 203-576-7134 or Isolina.DeJesus@bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

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ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: Connecticut Department of Emergency Services & Public Protection- Auto Theft and Violence/ Gun Tracing Task Force/ Violent Crime Task Force Grants

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: 203-576-7134

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department is seeking funding to increase and implement activities to combat auto theft and violence, gun trafficking, and violent crime.

Auto Theft and Violence: The purpose of these funds is to reduce auto theft and other crimes related to auto theft in our communities. The funds will be distributed as a "hub and spoke" approach to reduce these types of crimes. They will pay for increased police patrols to help deter these criminal acts from taking place. This funding will serve the general population by reducing auto thefts and auto theft related crimes. This program will be measured by the reduction of reported crimes such as stolen motor vehicles, thefts from vehicles, and thefts of vehicle components (i.e. catalytic converters). Total Funding: \$188,888.00; Performance Period of 2 years- TBD

Gun Tracing Task Force: The purpose of the Gun Tracing Task Force (GTTF) is to combat illegal firearms trafficking by tracing all illegally possessed firearms that are recovered. The purpose of the GTTF is to trace all firearms in order to link them to other crimes committed and determine how the firearm was trafficked. The general population is being served by taking these illegal firearms, linking them to other crimes, and identifying anyone who may be illegally trafficking them. The success of this project will be measured by the amount of firearms that are traced as well as the successful arrest and prosecution of straw buyers or firearm traffickers from the start of the project compared to preceding years. Total Funding: \$96,000.00; Performance Period of 1 year- TBD

Violent Crime Task Force: The Violent Crime Task Force (VCTF), under the command of the Connecticut State Police-Bureau of Special Investigation, works cooperatively with our local law enforcement partners to pursue violent persons through sustained, proactive, coordinated investigations for the common goal of reducing violent crime in our communities by the arrest and prosecution of suspects involved in such activity as well as taking firearms off our streets. The general population will be served by the reduction of violent crimes in our communities. The success of this project will be measured by the successful arrests, prosecutions, and reduction of violent crime offenses (i.e. homicides, shootings, serious assaults, etc.) that have been reported from the start of the project and compared to preceding years. Total Funding: \$50,364.00; Performance Period of 1 year- TBD

CONTRACT PERIOD: TBD

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 335,252.00
City:	\$ 0
Other:	\$ 0

MATCH REQUIRED- N/A		
	CASH	IN-KIND
Source:		
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**Connecticut Department of Emergency Services & Public Protection
Auto Theft and Violence/ Gun Tracing Task Force/ Violent Crime Task Force Grants**

WHEREAS, the **Connecticut Department of Emergency Services & Public Protection** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **American Rescue Plan Act of 2021**; and

WHEREAS, the purpose of the grant program is to assist local law enforcement agencies in combatting violence in communities;

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **Connecticut Department of Emergency Services & Public Protection** to deter auto theft crimes, combat illegal firearms trafficking, and reduce violent crimes.

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 **Connecticut Department of Emergency Services & Public Protection** for the purpose of its **Auto Theft and Violence/ Gun Tracing Task Force/ Violent Crime Task Force Grants**; 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 **Connecticut Department of Emergency Services & Public Protection-Auto Theft and Violence/ Gun Tracing Task Force/ Violent Crime Task Force Grants** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

CITY OF BRIDGEPORT

CITY ATTORNEY
Mark T. Anastasi

OFFICE OF THE CITY ATTORNEY

Telephone (203) 576-7647
Facsimile (203) 576-8252

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



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ATTEST
CITY CLERK

September 13, 2022

To Each City Council Member
of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: Notice of Intent to Settle: Michael Franklin v. Minerva Feliciano and City of Bridgeport
Docket No. FBT-CV-20-6095498-S

Dear Honorable Council Members:

The Office of the City Attorney proposes to settle the above referenced litigation, which stems from an action for personal injuries sustained when the defendant, a City of Bridgeport Police Officer while backing up her vehicle along North Avenue toward the intersection of Lexington Avenue, struck the vehicle operated by the plaintiff, Michael Franklin, who had stopped for a red traffic signal.

It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interest of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Michael Franklin	Personal Injury	Matthew S. Hirsch, Esq. Hirsch Law, LLC 55 Corporate Drive Trumbull, CT 06611	\$19,999.00

Pursuant to the City Council's Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Thank you.

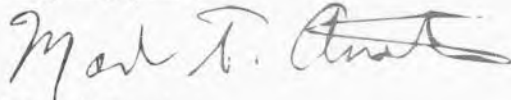
Page Two

Re: Notice of Intent to Settle: Michael Franklin v. Minerva Feliciano and City of Bridgeport

Docket No. FBT-CV-20-6095498-S

September 13, 2022

Very truly yours,

A handwritten signature in cursive script, appearing to read "Mark T. Anastasi".

Mark T. Anastasi
City Attorney

cc: Lydia Martinez, City Clerk
Eroll V. Skyers, Esq.
Nanette Melendez, Paralegal

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

Telephone (203) 576-7647
Facsimile (203)576-8252

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

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Eroll V. Skyers



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CITY CLERK

September 13, 2022

City Clerk
City of Bridgeport
Atten: Frances Ortiz
45 Lyon Terrace
Bridgeport, CT 06604

RE: Michael Franklin v. Minerva Feliciano, ET AL

Dear Ms. Ortiz,

Enclosed hereto please find a twenty-day notice of intent to settle letter for the above-referenced case, along with twenty-one copies. Upon receipt, kindly follow the steps below:

- Place one (1) copy of the Notice in each council member's mailbox in the City Clerk's Office and email each council members a copy of the notice. Once you have placed a copy in the mailbox and emailed it, please:
- Send an email to the Assistant to the City Attorney (via Margo Litz) and the Support Person at the City Attorney's Office (who forwarded the letter), as a written record of delivery of same;
- If any council member request(s) that the settlement be submitted for City Council approval within the twenty-day period, the City Clerk's Office should promptly submit the communication to City Council, to be referred to Miscellaneous Matters Committee and notify the City Attorney's office via email.
- At the expiration of the twenty (20) days, the Support Person will contact the City Clerk to confirm whether anyone has requested that the settlement be submitted.

Thank you,

Mark T. Anastasi
City Attorney

cc: Nanette Melendez (NAME)
Support Person

Eroll V. Skyers, Esq. (NAME)
Assigned Attorney



CITY OF BRIDGEPORT, CONNECTICUT
OFFICE OF LABOR RELATIONS

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

ERIC AMADO
Interim Director

COMM. 125-21 Ref'd to Contracts Committee on
09/19/2022.

JOSEPH P. GANIM
Mayor

September 14, 2022

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

RECEIVED
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22 SEP 14 PM 3: 21
ATTEST
CITY CLERK

**RE: American Federation of State, County, and Municipal Employees Local 1303-468,
Council 4 - Tentative Agreement and CBA**

Dear Honorable Members:

The City of Bridgeport and the **American Federation of State, County, and Municipal Employees Local 1303-468, Council 4** have reached an agreement regarding their bargaining unit contract. Attached for your review is a copy of 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 and approval by the City Council.

Please note that Connecticut General Statute §7-474(b) imposes an important time constraint related to action by a legislative body on this type of agreement. This is:

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 submissions to said body. Based on this language, if the City Council does not accept or reject the agreement by 10/28/2022, the agreement will be considered approved by operation of law.

Please note: The statutory time limit for the 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 **September 19, 2022**, and the next scheduled meeting of the Contracts Committee is **October 12, 2022**.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Amado". The signature is fluid and cursive, with the first name "Eric" and last name "Amado" clearly distinguishable.

Eric Amado
Director of Personnel

Cc: Mayor Joseph P. Ganim
Daniel Shamas, Chief of Staff
Janene Hawkins, Chief Administrative Officer
Thomas Gaudett, Deputy Chief of Staff

		CITY OF BRIDGEPORT OFFICE OF POLICY AND MANAGEMENT								
		FINANCIAL IMPACT OF AFSCME 1303-468 UNION TENTATIVE AGREEMENT JULY 1, 2020 THROUGH JUNE 30, 2024								
		COVERS FY2021 THROUGH FY2024								
FISCAL YEARS		FY21 =2.50%	FY2021	FY2022	FY21&FY22	FY23 =2.50%	FY21-FY2023	FY24 =2.50%	FY21-2024	4 Years Impact FY21-2024
	Pay Annual Salary	7/1/2020 Increase %	FY2021 Compounded %	7/1/2021 Increase %	FY21&FY22 Compounded %	7/1/2022 Increase %	FY21-2023 Compounded %	7/1/2023 Increase %	FY21-FY2024 Compounded %	FY20-FY2025 Compounded %
TOTAL AFSCME 1303 UNION SALARY	4,256,606	2.50%	106,415	2.50%	215,491	2.50%	327,290	2.50%	441,878	441,878
TOTAL DOLLAR IMPACT	4,256,606	106,415	106,415	109,076	215,491	111,802	327,290	114,597	441,878	441,878

AGREEMENT
BETWEEN THE
CITY OF BRIDGEPORT
AND
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
LOCAL 1303-468, COUNCIL 4

JULY 21, ~~2015-2020~~ TO JUNE 30, ~~2020~~2024

File name:

City Proposal 2020-2024 CBA AFSCME 1303-468 01-28-2022

ON THE RECORD

Field Code Changed

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This Agreement is entered into by the City of Bridgeport, (the "City" or the "Employer"), and Local 1303-468 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, (the "Union").

I. THE UNION AND UNION SECURITY

ARTICLE 1 – RECOGNITION

- 1.1** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and conditions of employment for all of those employees of the City indicated in the July 2, 2015 Memorandum of Understanding between the City of Bridgeport and The City of Bridgeport, Local 1303-468 of Council 4, AFSCME, AFL-CIO and Local 1522 of Council 4, AFSCME, AFL-CIO. Copy attached as Appendix C.
- 1.2** The Union recognizes the Mayor of the City or his/her designated representative, or representatives as the sole representative(s) of the Employer for the purpose of collective bargaining.
- 1.3** The Union and the City agree to bargain in good faith on all matters relating to wages, hours and other conditions of employment.

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ARTICLE 2 – CHECK-OFF

- 2.1** The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. ~~Such deductions shall continue for the duration of this Agreement.~~ When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by law, Union dues for such deduction period shall be deducted in the first dues deduction pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the City.
- 2.2** The dues deduction for the Union shall be made during each employee's respective pay period and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.
- ~~2.3~~ ~~It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing~~

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~~on the effective date of this Agreement shall remain members in good standing of the Union during the term of the Agreement. It shall be a condition of employment that all employees covered by the Agreement who are not members of the Union on the effective date of this Agreement shall, on the thirty first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union during the term of the Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by Union members during the term of the Agreement. All such dues shall be automatically payroll deducted and remitted to the Union.~~

- 2.43** The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organizing for Political Legislative Equality) deduction provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the City harmless from any claims arising as a result of any deduction made pursuant to this subsection.

ARTICLE 3 – BARGAINING UNIT

- 3.1** This Agreement applies to and includes all positions listed in Schedule A of the 7/2/2015 MOU between the City and the Union (Appendix C)
- 3.2** Part-time employees who work twenty (20) hours or more per week are excluded from the bargaining unit; those who work less than twenty (20) hours per week are excluded.
- 3.3** The inclusion of a newly established classification will be a subject for negotiations between the City and the Union.
- 3.4** Any dispute whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

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ARTICLE 4 – UNION ACTIVITIES

- 4.1** The City agrees that the Union officer or steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself/herself from his/her work area may be withheld by the supervisor only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible.
- 4.2** Union officials may attend meetings for the purpose of negotiations during working hours without loss of pay.
- 4.3** Union officials may attend meetings during working hours without loss of pay, when such meetings are requested and approved by the Labor Relations Director of the City or his/her designee.
- 4.4** Union officers shall be able to consult with the employer, his/her representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.
- 4.5** During each year up to two (2) employees who are chosen by the Union as official delegates to one state labor convention shall be granted no more than three (3) days of leave for the sole purpose of attending the sessions of such state convention as voting delegates. Once in each two (2) year period, up to two (2) employees who are chosen by the Union to be official delegates to the National Convention of AFSCME shall be granted five (5) days of leave for the sole purpose of attending the sessions of such national convention as voting delegates. The Secretary of the Union will certify in writing, transmitted by certified mail, return receipt requested, to the department head of each employee, with a copy to the Director of Labor Relations, the names of the employees chosen by the Union as said delegates. Said certification shall be postmarked no later than fourteen (14) days prior to the first day on which the leave is to become effective.

ARTICLE 5 – VISITS BY UNION REPRESENTATIVES

Accredited representatives of the American Federation of State, County and Municipal Employees, shall have access to the premises of the Employer, at reasonable times, provided he/she notifies the supervisor in the work area of his/her presence when he/she arrives and his/her presence will not disrupt the orderly routine of the department.

ARTICLE 6 – BULLETIN BOARDS

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

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that the material posted will not contain propaganda against, or attacks upon, the City or any official thereof.

ARTICLE 7 – SENIORITY AND PROBATION

- 7.1** Seniority shall mean the length of service to the municipality. Such seniority shall apply to the employee's rights in case of layoff, re-employment, transfer, bidding, promotion, and vacations as provided in this Agreement.
- 7.2** For the purpose of this article and section, an employee's seniority shall be their most recent date of hire.
- 7.3** New employees (non-seasonal) shall have a probationary period of one hundred and eighty (180) ~~calendar~~ work days, which shall not include sick or other absent days, and upon successful completion of this period they shall be classified as permanent employees. The probationary period shall be counted as part of the seniority period after the employee is considered permanent. Benefits for probationary employees shall begin on the ninetieth (90th) workday. Termination or other discipline of a probationary employee shall not be arbitrable and the sole and exclusive remedy shall be the grievance procedure under Article 21 through Step ~~32~~.
- 7.4** The City shall deliver a list of employees with seniority, classification and rate of pay to the Union within ninety (90) days of the signing or anniversary date of this Agreement.
- 7.5** Employees who are promoted out of the bargaining unit shall have the right, in the event the employee fails the probationary period or becomes ineligible for the position because of testing, to bump back into the bargaining unit position he/she previously held. If said employee returns back to the bargaining unit, he/she shall be the least senior for assignment of positions within the department. Seniority for this purpose shall be the date on which said affected employee returns to the bargaining unit. This period of time shall be no longer than six (6) months.
- 7.6** If the City desires to extend an employee's probationary period beyond that specified above, such extension will not be pursued until the City has consulted with the union. Any dispute regarding an extension of probation shall be subject to the grievance procedure.

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ARTICLE 8 – LAYOFF AND RECALL

- 8.1** For purposes of this Section, seniority shall mean total length of service within the municipality as defined above.

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- 8.2 Employees shall be laid off in the following order: (a) part-time; (b) probationary; and (c) regular full-time.
- 8.3 In the event that the City makes a reduction in the number of employees in an established job by title for which a Civil Service examination is not required, employees with the least seniority in that job will be laid off first. Subsequent recalls to open positions in that particular job and job title shall be made in the reverse order of the lay-off. An employee shall retain his/her seniority status and right of recall in the specific job title for twenty-four (24) months following the date of his/her lay-off. If the employee refuses recall to an opening in the position from which he was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 8.4 A bargaining unit member subject to being laid off shall have the right to bump to an equal or a lower classification in the Civil Service code group provided he/she has the ability to do the work required without further training and has greater seniority than the least senior employee in the equal or lower classification.
- 8.5 No new persons will be hired for assignment to an open classification that is required to be filled, so long as employees laid off from the classification retain seniority status and right of recall to jobs in that classification

ARTICLE 9 – TOP SENIORITY

Four (4) Officers and six (6) Stewards of the Union shall have top seniority in the event of a layoff and recall. The Union shall notify the City in writing, at least semi-annually, of the names and employment location of each employee covered by this Article.

ARTICLE 10 – SUBCONTRACTING

The City agrees that it will not contract or subcontract any work presently being performed by employees in the bargaining unit in the Department of Public Facilities. This shall not prevent the City from contracting or subcontracting for supplementary or emergency service which employees in the bargaining unit are unable to perform during their regular hours of work.

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II. MANAGEMENT AND THE WORKPLACE

ARTICLE 11 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion to: recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel, determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position, subject to the provisions of Section 13.1, and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; contract for services with other units of government and/or private contractors for the provision of services to or by the City, subject to the provisions of Article 10; determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act, Conn. Gen. Statute. #7-467, et seq).

ARTICLE 12 – DRUG AND ALCOHOL TESTING

The City reserves the right to conduct drug and alcohol testing. The procedures and requirements shall be consistent with the Connecticut General Statutes and U.S. Department of Transportation regulations.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.1 The parties acknowledge the value of job function flexibility and agree to the ~~attached~~ negotiated job descriptions of Maintainer I through Maintainer V. An employee may be assigned to perform work in a higher level and will be paid at the wage step at the "acting" maintainer level, which will increase his/her wage rate by not less than ten percent (10%) over his/her regular wage rate. The percentage applied shall not increase an employee's "acting" wage rate by greater than the maximum wage rate of the maintainer level for which he/she is acting. An employee may be temporarily assigned to perform

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work in a lower level and will not suffer any reduction in pay as a result. The City agrees that assignments shall be for sound business or operating reasons, and, where practicable, seniority. The City shall endeavor in good faith to make these assignments consistent with the principle of distributing them as equitably as practicable. Job function flexibility is designed to increase the flexibility of staff to allow existing employees to cover, for absenteeism on a non-premium pay basis, reduce work practice overtime and increase assignment (job) flexibility.

13.2 All employees covered by this Agreement will work a forty (40) hour week.

13.3 Maintainer III's assigned to operate sanitation vehicles on daily scheduled sanitation routes shall work from 4:30 a.m. to 12:11:30 p.m., eight (8) hours per day, forty (40) hours per week, Monday through Friday on an incentive basis. The City shall have the right to operate two-man (2) sanitation crews. The City retains the right to assign any appropriate bargaining unit personnel to the sanitation function on a per route basis. However, for assignments to fill the odd position at the start of the sanitation shift, the City shall utilize the following procedure. Individuals in Public Facilities interested in working this assignment shall express this interest by signing a posting that will be made available every six (6) months. If there is no interest expressed in this assignment, it will be filled by using sound business reasons and, where practicable, seniority. The city shall endeavor in good faith to make these assignments consistent with the principal of distributing them as equitably as practicable. Employees who do not avail themselves of the opportunity to work this assignment shall be charged as if they had worked.

Recycling routes will operate from 4:30 AM to 12:11:30 PM.

No night differential will be paid in conjunction with these hours.

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It is agreed that the work schedules may be changed at the discretion of the Director of Public Facilities at anytime with two (2) weeks' notice to the Union.

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13.4 Unless, in the opinion of the Director of Public Facilities, operating conditions or customer services needs dictate otherwise, summer hours in the below listed areas will be allowed from June 21 thru September 21 of any given year as follows:

- ~~Recycling and Sanitation: 3:00 AM to 11:30 AM~~
- Roadway: 6:00 AM to 2:30 PM
- Airport: 6:00 AM to 2:30 PM

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No night differential will be paid in conjunction with these summer hours.

It is agreed that the work schedules may be changed at the discretion of the Director of Public Facilities at anytime with two (2) weeks' notice to the Union. It is agreed that the work schedules will not be changed during this period of time except by mutual agreement between the City and the Union.

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13.4A Two staggered shifts for Public Facilities mechanics assigned at the City garage - First shift will start at 4AM including seasonal shifts specified in § 13.4, second shift starts three (3) hours later. The number of mechanics assigned to each shift will be determined by the Public Facilities Director and can change depending on the needs of the City. The difference (hours) in starting time between the first and second shifts, and the number of mechanics assigned to each shift may be evaluated annually and adjusted depending upon the needs of the business. Two staggered shifts for Public Facilities mechanics assigned at the City garage - First shift mirrors that for sanitation (4AM to 12:30PM) including seasonal shifts specified in §13.4. Second shift starts three (3) hours later. The number of mechanics assigned to each shift will be determined by the Public Facilities Director and can change depending on the needs of the City. The difference (hours) in starting time between the first and second shifts, and the number of mechanics assigned to each shift may be evaluated annually and adjusted depending upon the needs of the business.

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Work hours for mechanics assigned to the Police Dept. garage will be at the discretion of the Police Department based on the needs of the department.

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13.5 The City will provide a designated representative of the Union, all requested information concerning scheduling and/or balancing of the routes.

13.6 Supervision shall make overtime assignments consistent with the principle of distributing as equitably as practical among the employees holding the job affected by the overtime assignment.

13.7 An employee will work overtime when requested to do so by supervision. Employees shall be notified of such assignment as soon as practicable. Employees who do not avail themselves of the opportunity to work overtime shall be charged as if they had worked.

13.8 In the event that all employees refuse or are not available to work overtime, the least senior employee in the classification and the area affected by the overtime work, must work such overtime. In the event of a weather-related emergency (e.g., ice storm, hurricane, tornado, etc.) or disastrous event (e.g.,

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public health pandemic, bombing, etc.); or an emergency declared by the Mayor, no one can refuse to work overtime.

- 13.9** A record of overtime hours worked by each employee in each department or division shall be posted monthly in each department's bulletin board. Employees acting in a job shall be considered as working that job for purposes of overtime distribution for: a) the balance of any consecutive work day assignment over five (5) working days; and b) overtime at the beginning or end of a shift for the job to which they are assigned. Such employees will not be eligible for overtime in their regular job assignment when eligible as provided above.
- 13.10** The City and the Union agree that the City shall be broken into five (5) districts for the purpose of Sanitation Collections, Recycling and Public Works. The parties realize that the number of districts, the number of garbage routes and recycling routes are to be monitored and discussed on an ongoing basis. The Union and the City agree that garbage routes will be staffed by a two (2) person crew except in those limited situations where a three (3) person crew is required if any. The parties agree to negotiate concerning these limited situations.

ARTICLE 14 - JOB BIDDING AND POSTING

- 14.1** It is the intent of the City and the Union to provide promotional opportunities through the use of a position bidding and a position posting system. It is in the interest of the City and the Union that the City hire for entry level positions - List A positions; thereafter the employee bids for promotions to list B positions, as promotional vacancies occur subject to job required qualifications and seniority. Any disputes as to qualifications shall be subject to the grievance procedure.
- 14.2** When a vacancy exists in a List "A" (Appendix A) position, the position shall be filled in accordance with established City hiring policies.
- 14.3** When a vacancy exists in a List "B" (Appendix B) position within a department, the City shall post the vacancy for five (5) days. Copies of all List "B" bid postings shall be sent to the Union President. All senior employees within the department may bid for such vacancy. The senior employee who bids, if qualified shall be given the first opportunity to fill the position. If an employee refuses or is found unqualified the position shall go to the next qualified employee. There will be a break-in and probationary period of sixty (60) days. Probationary periods for promoted employees will not be extended without prior consultation with the union.

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14.4 Employees shall be allowed one (1) successful bid per year. Any employee who bids for a position on a List "B" position shall be precluded from bidding for a period of one (1) year from the date of said successful bid. Successful bid for the purposes of this section shall be a bid which assures the employee incumbency in the position bid for.

14.5 The seniority and posting provisions of this section will not apply to vacancies for positions outside of the bargaining unit.

ARTICLE 15 – SHIFT PREFERENCE

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

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

ARTICLE 16 – TRANSFERS

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer. Employees requesting transfers to a vacant position shall be transferred to equal or lower paying job classification on the basis of seniority, provided he/she has the ability to do the job effectively without further training.

ARTICLE 17 – REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute paid rest period during ~~each the morning one-half shift.~~ Effective with the ratification of the 2020-2024 CBA, the afternoon 15-minute rest period will be annexed to the 30-minute lunch period for an effective 45-minute lunch period. Rest-The morning rest periods will not be annexed to lunches. Employees, who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

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ARTICLE 18 – TRAINING

- 18.1** The City shall establish on the job training programs from time to time to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training. If training is conducted outside normal working hours, no compensation will be paid to employees undergoing training. From the qualified applicants, assignments to training will be in order of seniority.
- 18.2** In the selection of trainees, qualified applicants will be determined by the employee's expression of interest, aptitude and work record.
- 18.3** A joint committee will be established to review training issues which may be of mutual interest.

ARTICLE 19 – SAFETY AND HEALTH

- 19.1** Both parties to this agreement shall hold themselves responsible for mutual cooperative enforcement of OSHA safety rules and regulations.
- 19.2** A joint safety committee will be established to study both facilities and equipment utilized by employees who are covered by this agreement. The committee will make reports and recommendations to the Mayor and/or the City's Chief Administrative Officer (CAO) as the situation may require. The Union will appoint three (3) members to the committee. The City's Director of Public Facilities will appoint three (3) members. The Mayor shall appoint the seventh (7th) person to act as chairperson.

ARTICLE 20 – DISCIPLINARY PROCEDURE

- 20.1** The City of Bridgeport and its duly authorized representatives shall exercise full disciplinary authority consistent with its responsibility to direct employees to perform the required work duties in order to achieve department program goals and provide satisfactory municipal service to the general public.
- 20.2** All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which disciplinary action is being applied.
- 20.3** Disciplinary action shall include any verbal warning, written warning, suspension without pay, or discharge. The City and the Union agree that the City may take summary action for grave or serious offenses. However, before any summary action is taken by the City for grave or serious offenses, the City shall meet, if practical, with the Union President or a steward regarding

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the action the City is taking for such offense, in an effort to resolve the dispute.

- 20.4** All disciplinary actions shall be appealed through the established grievance procedure.
- 20.5** All suspensions and discharges will be stated in writing and transmitted by certified mail, return receipt requested, to the address last provided by the employee. In suspension and discharge cases the Union will be notified of the action, by copy of the letter directed to the employee, transmitted to the Union office by certified mail, return receipt requested.
- 20.6** Verbal and written warnings shall be removed from disciplinary record after eighteen (18) months upon the employee's written request.
- 20.7** Suspensions and terminations for employees who have successfully completed their probationary period of employment will be for just cause only.

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ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE

- 21.1** Any grievance or dispute which may arise between the parties, regarding the application, meaning or interpretation of this agreement, including the management rights provisions, shall be settled in the following manner:

Step 1: The grievance must be reduced to writing and presented to the employee's Department Head within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. Such grievance must contain the following information:

- A statement presenting, in a concise manner, the details of the grievance.
- A statement outlining the relief sought; and
- Specific reference to the clause or clauses of the Agreement, which the grievant feels have been violated.

The department head shall respond to the Union Steward or the Chief Steward in writing, within five (5) working days.

The employee shall verbally take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond verbally to the grievant within five (5) working days. Any disposition at this verbal level will not be cited as precedent by either party.

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Step 2: If the grievance remains unadjusted, it shall be submitted by the Chief Steward to the Labor Relations Director of the City within five (5) working days after the response of the department head is due. Within one week after submission, a meeting will be held between the Union Local President and the Staff Representative of Council #4 and a Labor Relations Director or his/her designee. The Labor Relations Director or his/her designee shall respond to the grievance, in writing within five (5) working days with copies to the Local President and the Council #4 Staff Representative. If the grievance is not resolved verbally, it must be reduced to writing. The supervisor shall attempt to adjust the matter and shall respond in writing to the steward and the grievant within ten (10) working days of the initial verbal presentation. Such grievance must contain the following information:

~~A statement presenting, in a concise manner, the details of the grievance.
A statement outlining the relief sought; and
Specific reference to the clause or clauses of the Agreement, which the grievant feels have been violated.~~

Step 3: If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the State Board of Mediation and Arbitration. Said Board shall hear and act on such disputes in accordance with its rules and regulation. The arbitrator(s) shall limit their decision strictly to the application, meaning or interpretation of the provision of this agreement. The arbitrator's shall not add to nor subtract from the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issue(s) submitted. If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Chief Steward, to the department head within five (5) working days after the supervisor's response is due. The department head shall respond to the Union Steward or the Chief Steward in writing, within five (5) working days.

Step 4: If the grievance still remains unadjusted, it shall be submitted by the Chief Steward to the Labor Relations Director of the City within five (5) working days after the response of the department head is due. Within one week after submission, a meeting will be held between the Union Grievance Committee, (including the Local President and the Staff Representative of Council #4) and a Labor Relations Director or his/her designee. The Labor Relations Director or his/her designee shall respond to the grievance, in writing, at the meeting or within five (5) working days with copies to the Local President and the Council #4 Staff Representative.

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~~Step 5: If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the State Board of Mediation and Arbitration. Said Board shall hear and act on such disputes in accordance with its rules and regulation. The arbitrator(s) shall limit their decision strictly to the application, meaning or interpretation of the provision of this agreement. The arbitrator's shall not add to nor subtract from the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on the issue(s).~~

- 21.2** The decisions of the Arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument.
- 21.3** Expenses for the arbitrator(s) services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).
- 21.4** The City and the Union agree that a permanent arbitrator, or other arbitration panels, such as the American Arbitration Association, or the Federal Mediation and Conciliation Service, may be used upon agreement to comply with the requirements of this Step ~~5~~³. The City may elect to have any grievance concerning discipline heard before the American Arbitration Association ("AAA") in accordance with its rules but all progressive discipline for any employee must be heard as separate hearing(s). In addition, each party may select three (3) grievances per contract year for hearing before the AAA in accordance with its rules. The party electing a hearing before the AAA shall pay the AAA and arbitrators costs.
- 21.5** Grievances initiated by the employer shall be processed in this same manner, but they may be initiated at either Step ~~2~~³ or Step 4.
- 21.6** Nothing contained in this Article shall prevent any employee from processing his/her own grievance through Step ~~3~~² of the grievance procedure, providing that the Union shall be promptly notified of such grievance as it is being processed and shall have the right to participate at each step.
- 21.7** Only the Union shall have the right to process the grievance to Step ~~3~~⁴ and ~~5~~ of the grievance procedure and to final and binding arbitration. The

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employee shall have the right to be present at each step of the grievance procedure including arbitration.

~~21.8 The parties will continue the utilization of an expedited arbitration system for cases which both parties agree. The parties designate Laurie Cain, Esq. and M. Jackson Weber, Esq. as expedited arbitrators. The rules governing expedited arbitration of the State Board of Mediation and Arbitration will apply except that briefs may be filed and the arbitrator will issue an explanatory decision.~~

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II MONETARY PAYMENTS

ARTICLE 22 - WAGES

- 22.1a** Effective July 1, ~~2016~~2020, the annual wages of employees shall be increased by two and one-half percent (2.5%)~~zero percent (0%)~~ (See Appendix D).
- 22.1b** Effective July 1, ~~2017~~2021, the annual wages of employees shall be increased by two and one-half percent (2.5%)~~two percent (2.0%)~~ (See Appendix D).
- 22.1c** Effective July 1, ~~2018~~2022, the annual wages of employees shall be increased by two and one-half percent (2.5%)~~two percent (2.0%)~~ (See Appendix D).
- 22.1d** Effective July 1, ~~2019~~2023, the annual wages of employees shall be increased by two and one-half percent (2.5%)~~two percent (2.0%)~~ (See Appendix D).
- 22.2** The City shall have discretion to hire new employees at a higher step than entry level when recruitment needs so demand. The City shall give the Union notice within thirty (30) days of such hiring.
- 22.3** In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits.
- 22.4** In no event shall any additional monies received as a result of any other provision of this agreement be considered as a portion of an employee's regular annual, weekly, or hourly rate. The single and sole criterion for making a determination of any employee's annual weekly or hourly rate, shall be the salary being paid in accordance with the Wage Appendices.
- 22.5** In the event an employee is promoted, his/her new salary shall be arrived at by following the principle of a promotional increase being equal to at least a step increase in the employee's range prior to promotion.
- 22.6** All employees on an annual salary and who work a full calendar year shall be paid the wages of their classification based upon fifty-two (52) weeks.
- 22.7** Employees required to work in a higher classification than their normal classification shall be paid for the period of time worked. In the event an employee is required to work in a higher classification for more than three (3) consecutive months, he/she shall be paid the rate of the higher classification for all work time, vacation, holidays and sick time. If an employee is working out of classification in the same job for six (6) consecutive months without

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such assignment being broken for not less than ten (10) consecutive working days, then such job shall be posted in accordance with Article 14.

22.8 Overtime pay shall be paid to all employees who are required to work under any of the following conditions:

A. Time and one-half shall be paid for all work performed in excess of eight (8) hours in any ~~work day~~workday or forty (40) hours in any work week.

B. Time and one-half shall be paid for all work performed on Saturday and/or Sunday as such, except that such rate shall not be paid to employees who are on a seven (7) day continuous operation wherein Saturdays and Sundays are part of the regular scheduled four (4) or five (5) day operation. These Employees shall be paid time and one-half for all work performed on the sixth (6th) and seventh (7th) day, as such, of their regular work week.

C. Overtime shall be paid only once for the hours actually worked in accordance with the above overtime provisions so that there will be no pyramiding of overtime.

22.9 Effective July 1, 2016 all union members will be paid via direct deposit. Direct deposit advice (pay stubs) will be delivered via E-mail to an address provided by the member.

22.10 Regarding the step increases on the salary chart included as Appendix D in this CBA:

A. All new hired and promoted employees will remain at their hire or promotional rate, for one year. On the first day of the next month following their anniversary date (date of hire or date of promotion), the new hire or promoted employee will be eligible for a merit increase to the next step, assuming the employee has satisfactorily completed his/her probationary period.

B. The Union and the City agree that all existing employees covered by the salary charts, shall be considered for merit salary steps or grade increases on an annual basis, either in January or July of each year as applicable, except existing Maintainer I – Grade I's who are not at the top salary Step at the date of the signing of this Agreement.

C. If the employee was a temporary seasonal employee hired without a break in pay, the time in service as a seasonal employee will be credited up to one year of service for eligibility for the merit increase to the next step. When

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an employee is promoted, that employee's anniversary date, for step increases purposes, will be the effective date of the promotion.

~~22.11 Furloughs – All bargaining unit members will have deducted from any retroactive pay received in 2015–2016 the equivalent of three (3) days of pay. In exchange for this deduction the bargaining unit members will take three (3) unpaid furlough days, the value of which is being subtracted from any retroactive payment as stated above. Said furlough days must be taken prior to December 1, 2016 or the right to take such time will be lost. The use of the three (3) furlough days will not be subject to the City's Attendance Policy. Using furlough days shall not be unreasonably denied by any supervisors.~~

ARTICLE 23 – NIGHT BONUS/WEEKEND DIFFERENTIAL

23.1 The night bonus rate for employees at Maintainer III step 7 shall be reflected in their base rate. New employees hired after January 18, 1995, other than those at Maintainer III step 7, shall be paid the night bonus only for those hours actually worked on the second or third shift. Employees hired prior to January 18, 1995, other than these at Maintainer III step 7, shall receive the night bonus as per current practice.

23.2 There shall be paid to each eligible employee who works the second shift, a night bonus of one dollar and fifteen cents (\$1.15) for each hour worked on the second shift.

23.3 There shall be paid to each eligible employee who works a third shift, a night bonus of one dollar and thirty cents (\$1.30) per hour for each hour worked on the third shift.

ARTICLE 24 – RETROACTIVE PAYMENTS

The following provision shall be paid retroactively under this contract unless otherwise noted: all regular earnings, overtime, holiday pay, vacation pay, sick pay, and night bonus for second and third shift which may have been worked or earned between July 21, 2015-2020 and the date on which this contract becomes effective. Retroactive payments shall be limited to employees actively on the City's payroll as of the date of execution of this agreement by both parties.

ARTICLE 25 – CALL-BACK PAY

When an employee is called in for work outside of his/her regular scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back

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results in hours worked which are not annexed consecutively, to one end or the other of the working day.

ARTICLE 26 – LONGEVITY

- 26.1 Effective December 1, 2004, employees with ten (10) or more years of continuous service shall be paid annual longevity pay based upon seventy dollars (\$70.00) for each year of continuous service. Such payment shall not exceed eighteen hundred dollars (\$1,800.00), per annum
- 26.2 Employees hired after May 23, 2001 shall only be eligible to receive longevity pay as provided above after ten (10) years of continuous service.
- 26.3 Employees who leave the municipal service prior to December of any year shall receive longevity pay pro-rate for the period qualified.
- 26.4 In the case of an employee's death before December, the longevity payment shall be made on a pro-rata basis to the CMERS Beneficiary.
- 26.5 Any employee entitled to payment under the provisions of this Article shall be paid only once so that there will be no pyramiding of longevity payments.

ARTICLE 27 – TUITION CDL TRAINING COST REIMBURSEMENT

27.1 Effective October 1, 2020, for any employee who attends a truck driving school for Connecticut commercial driver's license (CDL) training and who successfully earns a CDL based on that training, the City shall reimburse the employee up to one thousand dollars (\$1,000) for the cost of tuition or course fees paid by the employee to the truck driving school. Payment shall be made within sixty (60) days of the City's receipt from the employee of the following:

1. Evidence that they have satisfactorily acquired a valid Connecticut CDL, and
2. Copies of receipts, or other acceptable documents, showing the training costs paid by the employee to the truck driving school.

~~The City shall reimburse each employee in a degree granting program of an accredited college or university for the cost of tuition up to one hundred fifty (\$150) dollars per credit for undergraduate courses and two hundred (\$200) dollars per credit for graduate level courses plus the cost of 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 Director of Labor Relations and upon satisfactory completion at a Grade C or better for each course, at an accredited college or university in subjects which are designed to increase his/her proficiency in his/her present or potential assignment at his/her respective departments and shall be related to his/her responsibilities. Each employee will be limited to nine (9) credits per fiscal year.~~

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27.2 The employee must apply and obtain written approval of the Director of Labor Relations in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. ~~The Total~~ tuition reimbursement expenditures shall be capped at one thousand dollars (\$1,000) per employee and ten thousand (\$10,000) dollars per fiscal year for all the entire bargaining unit members per fiscal year. The employee must remain in City employment for a period of one year after payment for course(s). If the employee leaves prior to one year, he/she will reimburse the City ~~of for any tuition reimbursement received for such course(s) training.~~

IV BENEFITS

ARTICLE 28 - MEDICAL HEALTH AND LIFE BENEFITS

28.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents ~~as follows described below.~~ Hereinafter in this article and CBA, the term 'Health Benefits' shall include all benefits listed in this article.:

A) ~~"Medical and Prescription Benefits" in accordance with the City of Bridgeport / Bridgeport Board of Education Medical Connecticut Partnership Plan (including Schedule of Benefits, a copy summary of which Schedule is attached to this Agreement as Appendix E (the "Medical Plan").~~

B) ~~Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 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 dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs (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 doubles at retail. Such double co-payment shall only apply to drugs which can be ordered by mail. There shall be a limit of a thirty (30) day supply for any single prescription or refill of a prescription for prescription drugs at retail.~~

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

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~~DC~~ The VSP (Vision Service Plan), or its equivalent, as outlined and attached hereto as Appendix F.

- 28.2** The City provide and pay for the cost of a Group Life Insurance Policy the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment for all employees.
- 28.3** Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s).
- 28.4** For eligible employees who retire on or after the first day of this Agreement and their enrolled eligible surviving spouses, if any, the City will provide and pay for benefits under the ~~Medical Plan~~ Connecticut Partnership Plan or a supplemental plan to Medicare Part B offering benefits equal to the Connecticut Partnership Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein until they reach Medicare eligibility. For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: (A) "retiree" shall mean employees 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 the Connecticut Municipal Employees Retirement System (CMERS); and (B) retirees must accept and pay for any premiums for Medicare Part B coverage if eligible.

The parties agree to attach a schedule of existing Union employees who are covered under this Agreement when the collective bargaining agreement is executed.

Effective July 1, 2011, for employees hired on or after July 1, 2011, for purposes of this article "retirees" shall mean employees who: (a) have completed twenty-five years of continuous municipal service regardless of

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age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of CMERS.

It is the intent of this provision that all ~~current~~ Union members hired prior to 7/1/2011 shall be “grandfathered” under the terms of this new agreement. Any ~~newly-member~~ hired or promoted ~~employees into the Union~~ between 7/1/20221 and 7/31/2015 shall only receive retiree medical benefits after twenty-five years of service.

- 28.5** Members of the bargaining unit hired after December 31, 2015 will not be entitled to ~~post-retirement~~post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall ~~receive be-~~eligible for post-retirement health benefits upon retirement if they meet the eligibility requirements described in this article.
- 28.6** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension. For terminated employees, the City shall provide such coverage for the employee only but not for dependents, provided that the employee has filed a timely grievance and timely appeals through Step ~~5-3~~ of the grievance procedure and for that period of time until a final decision on the grievance has been rendered in arbitration.
- 28.7** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 28.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans as specified in Section 28.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.
- 28.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 28.1 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 28.1 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

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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 28.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 28.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

28.9 ~~The City shall provide a payment in lieu of health benefits for employees who waive such coverage, in the amount of two thousand (\$2,000) dollars per year, payable in installments of \$1,000 in December and \$1,000 in June. Effective as of the first day of this contract, the City shall provide a payment in lieu of health benefits for employees who waive such coverage, in the amount of one thousand (\$1,000) dollars per year, payable in installments of \$500 in December and \$500 in June.~~

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

28.11 Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement) shall make a percentage contribution of Premium Cost for the Medical Plan and the Prescription Drug Plan ~~Health Benefits~~. Effective July 1, 2011, all employees shall have such contribution increased to eighteen percent (18.0%) of the premium cost and effective July 1, 2012, the contribution shall increase to twenty five percent (25%).

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~~Current bargaining~~ Bargaining unit members hired prior to July 1, 2011, who are active full-time employees of the City of Bridgeport on the date this agreement is signed, will have their health benefits Premium Cost Share (PCS) contribution capped at twenty-five percent (25%) contribution as of June 30, 2012. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

Effective upon ratification of this 2020-2024 CBA, members of the Union hired on or after July 1, 2011, who currently pay a premium cost share (PCS) higher than 25%, shall have their health benefits premium cost share (PCS) contribution reduced to 25%. Thereafter, this PCS percentage shall increase by 1% per year on July 1st of each year, until a cap of 33 and 1/3 % is reached.

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

~~New members (hired after July 1, 2011), during the term of this bargaining agreement, shall start at twenty-five percent (25%) PCS contribution. There will be one percent (1%) increase each year for the PCS contribution up to fifty percent (50%). This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during the entire period of retirement.~~

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

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

28.12 A) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees ~~so as to~~ facilitate deduction of the amount contributed for health benefits and for ~~child care~~ 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.

28.13 A) For employees who retire on or after June 30, 2003 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, a Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement.

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B) If any employee who retires on or after July 1, 2001 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage shall not exceed in premium cost to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in such coverage. The Medical Benefits provided by the City of Bridgeport shall remain secondary to those other Medical Benefits obtained by the retiree, except that in the event the retiree shall not be eligible for alternate coverage, where the retirees' premium cost would be less than the retiree's premium cost for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have alternate coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contributions.

~~28.14 Effective July 1, 2016, the parties agree to reopen the contract to solely bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract solely on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.~~

ARTICLE 29 - PENSION PLAN

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

29.2 Employee contributions to CMERS will be on a pre-tax basis.

ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM ("EAP")

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

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

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- 30.3** The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.
- 30.4** Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.
- 30.5** To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

ARTICLE 31 – WEARING APPAREL

- 31.1** The City shall provide to any City employee required to wear protective clothing, his/her own protective clothing of good quality and condition. Such clothing shall consist of rain gear, boots, gloves and goggles. Sanitation employees shall be provided by the City with work clothes of good quality consisting of shirt, jacket and pants. A committee of two (2) union representatives and two (2) City representatives shall be formed to review the protective clothing requirements of all bargaining unit jobs.
- 31.2** The City shall provide work clothes of good quality, consisting of shirt, pants, and jacket, to any employee covered by this agreement, who in order to perform his/her job is required to perform manual labor, or any employee who is required to wear a uniform.
- 31.3** The City will issue safety boots to employees as required by OSHA. Boots will be replaced on a one (1) year cycle. If an employee can demonstrate that their boots have worn out or been damaged beyond use by City job activity, then at the discretion of management, the boots can be replaced off-cycle at the City's expense.

V. HOLIDAYS AND LEAVES

ARTICLE 32 – HOLIDAYS

- 32.1** All members of the bargaining unit shall be paid and have the following days off as holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Juneteenth, Memorial Day, Independence Day, Labor Day,

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Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and any holidays officially proclaimed as such by the President of the United States of America, the Governor of the State of Connecticut, or by the Mayor of the City.

- 32.2** If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. Employees in seven (7) day operations will celebrate the holidays on the days they occur.
- 32.3** If any employee is required to work on a holiday, he/she shall be paid ~~double time~~ at the overtime rate of 1.5X plus holiday pay.
- 32.4** Employees are required to work the day before a holiday and the day after a holiday, as defined in Section 32.1 in order to receive pay for the holiday, unless excused in advance on either day for reasons acceptable to the City. Such excusal shall not be unreasonably withheld. Any dispute arising hereunder shall be subject to the provisions of Article 21.
- 32.5** Any employee in seven (7) day operation who has been scheduled and has worked on nine (9) holidays, five of which must be the following: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, in any contract year shall receive a premium payment of three (3) days pay, or if agreed to by the affected employee and his/her supervisor, three (3) days off, in the last pay period of the contract year.

ARTICLE 33 - VACATIONS

- 33.1** Vacations of employees covered by this contract shall be in accordance with the ordinances of the City, which are now in effect, and which provide for such vacations, including pro-rated vacations for all part-time employees covered by this agreement.
- 33.2a** Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the contract year such service is rendered.
- 33.2b** In each contract year any employee with one (1) or more years of continuous municipal service, but less than five (5) completed years of such service, shall receive two (2) weeks vacation with pay.
- 33.2c** In each contract year any employee with five (5) years or more of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks vacation with pay.

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33.2d In each contract year any employee with ten (10) years or more of continuous municipal service, but less than twenty (20) years of service, shall receive four (4) weeks of vacation with pay.

33.2e In each contract year any employee with twenty (20) years or more of continuous municipal service shall receive five (5) weeks of vacation with pay.

33.3 Employees covered by this Agreement who receive two (2) or more weeks of vacation may exercise the option of carrying over from one vacation year to the next vacation year, one week of unused vacation time. Any employee exercising this option is not eligible for advanced vacation payment for such week carried over.

33.4 Employees with three (3) weeks or more vacation in addition to the carry-over option set forth above, may elect to work one 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 pay out options may elect to take one or both options in any vacation year. Each employee must take at least one week of actual vacation.

33.5. Employees with four (4) weeks or more vacation in addition to the carryover option set forth above, may elect to work two (2) vacation weeks at their regular weekly compensation and to receive, in addition, vacation pay for the weeks 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.

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33.6 Employees who have not carried over from the prior year who are eligible and elect the payout option will be paid in accordance with the current contract year/vacation year weekly rate. An employee who has carried over a week from the prior year and properly elected the payout option, shall be paid at the rate in effect when the vacation time was earned. All payouts shall be paid to the employee at the end of the vacation year in which the election is made.

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33.7 All vacation carry-over or payout elections made pursuant to this article must comply with the provisions of the existing City's Vacation Carry-Over policy. Non-compliant elections shall be null and void.

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33.58 If any holiday under this agreement shall occur during vacation of any employee, the employee shall not be charged a vacation day in lieu thereof.

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ARTICLE 34 – SICK LEAVE

34.1 For employees hired prior to July 1, 1992, sick leave shall be earned at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months of employment. For employees hired after July 1, 1992, sick leave shall be earned, at the rate of ten (10) days per year. (.833 days for each calendar month of service). These days shall be granted five (5) days on July 1st and five (5) days on January 1st of each year. Work performed for less than these six (6) month periods shall render these amounts adjusted on a pro-rata basis. For employees hired on or after the ratification date of this 2020-2024 CBA, unused sick leave days as of December 31st of any year will be lost and may not be carried forward or accumulated from year to year.

34.2 For employees hired prior to the ratification date of this 2020-2024 CBA, ~~a~~All unused sick leave of any employee during continuous employment shall be accumulated to two hundred and thirty (230) days. Sick Leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.

- A. A medical certificate, acceptable to the appointing authority will be required for any absence of three (3) or more consecutive working days.
- B. In order to be paid sick leave benefits an employee must call in one (1) hour prior to the start of his/her shift.
- C. An employee who is absent without leave or without calling in for five (5) days or longer will be considered to have resigned from employment with the City.

34.3 For employees hired on or after the ratification date of this 2020-2024 CBA, the City will provide a short term/long terms disability plan under which the plan administrator/insurer will pay for any absence due to off-duty sickness or injury after such absence shall exceed seven (7) working days in duration. Such payment will be at the rate of sixty percent (60%) of the employee regular straight time salary and shall not be subject to federal income taxation in accordance with applicable federal tax law. The terms and conditions of the short term/long term disability plan shall be provided for in the insurance policy and provided to the union. The City may change insurance carriers for such plan provided that the essential terms and conditions are not adversely affected thereby. The employees will be responsible for applicable income taxes on the premium value for the short term/long term disability policy. Employees must submit to the plan

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administrator any required claim form and medical and/or other documentation of their claim and disability.

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~~34.34~~ Upon Retirement, for employees hired prior to the ratification date of this 2020-2024 CBA, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated.

- A. Effective July 1, 1994, the above stated credit shall be paid on a lump sum basis of fifty percent (50%) of all unused sick leave within fifteen (15) days of the retirement date. All accumulated sick leave as of July 1, 1994 shall, if unused upon retirement, be paid on a lump sum basis at one hundred percent (100%) of accumulated leave at the value of wages earned as of July 1, 1994.
- B. Upon the death of the employee, the amount of sick leave time accumulated pursuant to the provisions of Section 34.2 shall be payable to his/her beneficiary as designated under CMERS.

Employees hired on or after the ratification date of this 2020-2024 CBA, with an existing accumulated balance of sick leave based upon municipal service with the City, shall have such accumulated balance frozen at the current rate of pay in effect on January 1, 2022.

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- A. Such accumulated balance shall be paid out to any retiring employee upon retirement from City service on a lump sum basis of fifty percent (50%) of such accumulated balance.
- B. Upon the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her beneficiary, as designated by the employee, under the terms of the Connecticut Municipal Employees Retirement System ("CMERS"), as if such employee had retired.

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~~34.4~~ The City shall be responsible for the administration of all provisions of this Article. An employee may request a report of his/her sick leave accumulation and use annually. Such request shall be submitted in writing with a copy to the Labor Relations Office. The City shall respond to the employee in writing within thirty (30) days.

~~34.5~~ Employees who have no absences on sick leave and/or short term/long term disability and/or worker's compensation leave during any one (1) year period from January 1st to December 31st, commencing with January 1, 2022, will be paid a perfect attendance bonus of Four hundred dollars (\$400.00). The City will use its best efforts to make such payment prior to January 31st.

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~~34.6~~ The City shall maintain a system for tracking employees' accumulation and use of sick leave and shall periodically advise the employees of this

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information. Employees may make an individual inquiry to such information annually.

ARTICLE 35 - PERSONAL LEAVE

Up to four (4) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Employee shall give not less than twenty-four (24) hours advance notice of the proposed use of a personal day, except in an emergency. Such request will not be unreasonably denied. At the end of each contract year any unused personal leave shall be credited to the employee's sick leave account.

ARTICLE 36 - BEREAVEMENT

Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing with the day of death. If there are unusual circumstances, the employee may request additional time off. For the purpose of this Article, the term "immediate family" shall mean and include the following: spouse, mother, father, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, step-parents and foster parents. In addition, such employee shall be granted leave with pay of one (1) day to attend to funeral or wake of an aunt, uncle, daughter-in-law and son-in-law

ARTICLE 37 - LEAVES OF ABSENCE

37.1 The department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one year, except that a six (6) month hardship extension may be granted with the approval of the Director of Labor Relations. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be approved in writing by the department head and the Director of Labor Relations.

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

37.2 Any employee who becomes medically disabled and is unable to perform their normally assigned duties shall submit a written statement from their

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physician indicating their present physical condition, the nature of the medical disability, the limitations to which that disability imposes upon their ability to continue with their normally assigned duties, and the probable duration of the disability.

- 37.2a** 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 disability.
- 37.2b** Any employee medically disabled and who 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.
- 37.2c** Any employee previously disabled must return to their position when they are physically able to perform their duties. The City may require medical proof of any disability which it considers unduly long in duration.

ARTICLE 38 – FAMILY LEAVE AND MEDICAL LEAVE

All eligible employees covered by this contract are entitled to all benefits provided by the 1993 Federal Family and Medical Leave Act (FMLA).

ARTICLE 39 – WORKER'S COMPENSATION

- 39.1** In the event that an employee is required to be absent from work due to a job related accident, and as a result thereof, has been determined to be entitled to compensatory Worker's Compensation payment pursuant to the State Statute, such employee shall be paid the difference between eighty percent (80%) of that employees regular straight time weekly earnings and the amount of the weekly Worker's Compensation pay for each of the third (3rd) to twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases, and no differential payment shall be made in any such case.
- 39.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 34.2 of this Agreement.
- 39.3** 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 it may be modified from time to time,

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by the Plan Administrator with the approval of the Workers' Compensation Commission.

- 39.4** 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 discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally no longer than three (3) months, and are designed to return the employee back to his/her regular work.
- 39.5** Subject to the limitations provided in Section 37.1 of this Agreement, Workers Compensation leave will be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical improvement.

ARTICLE 40 – JURY DUTY

For each of its employees who is summoned to serve on a jury in the Superior Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period, subject to the following provisions: Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the City reimbursement provided herein for required jury duty more often than once in a fiscal year.

VI. MISCELLANEOUS

ARTICLE 41 – NON-DISCRIMINATION

During the term of the Agreement, neither party shall discriminate against any employee because of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation political affiliation or union membership in a manner contrary to state or federal law. The Union agrees to fully cooperate with the City regarding its obligation under the Americans with Disabilities Act or its obligation under any other provision of law affecting this article. Use of the male or female gender in this Agreement is intended to apply equally to the other.

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ARTICLE 42 – RESIDENCY

No employee is required to live in the City of Bridgeport as a condition of employment or continued employment. Such residency will not deprive the employee of any job promotion or benefits contained in this Agreement or any other entitlement.

ARTICLE 43 – SAVINGS CLAUSE

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

ARTICLE 44 – SUCCESSORS AND ASSIGNS

44.1 This Agreement and its provisions to the extent allowed by applicable law shall be binding upon the City, all the City's successors and assigns and upon Local 1303-468 and all the Local's successors and assigns.

44.2 Unless otherwise limited by the contract, the City agrees that it will not sell, lease, assign or transfer any part, division, sub-division, department or unit of the Local 1303-468 bargaining unit without the requirement that the buyer lease or assignee agrees in writing that it will retain all present employees and recognize Local 1303-468 as the collective bargaining representative. In order to ~~insure~~ensure compliance with this requirement the City agrees to allow Local 1303-468 to review all contracts entered into between the third party and the City.

44.3 This clause may be enforceable under the arbitration clause of this Agreement or the Municipal Employees Relations Act.

44.4 The City agrees that in addition to any and all other legal actions and causes available, specific performance of the obligations under the successors and assigns article shall be a remedy available to Local 1303-468 in the event of a violation. Said specific performance may be preceded by injunctive relief prohibiting the sale, lease assign, transfer, or relinquishment.

ARTICLE 45 – TERMINATION

This Agreement shall be effective as of July ~~21, 2015-2020~~ and shall remain in full force and effect until June 30, ~~2020~~2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred and fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to

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modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

ARTICLE 46 – COPIES OF THIS AGREEMENT

Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this Agreement at time of hire. Council #4 Office is to receive five (5) signed copies of this Agreement from the City.

SIGNATURES

Dated: _____, 20182022

For the City of Bridgeport:

For AFSCME, Council 4:

Joseph P. Ganim, Mayor

~~Patrick Sampson~~ Norris Person, Staff Representative

~~Janene Hawkins~~ Eric Amado
Director of Labor Relations

Ron Lupica, President
AFSCME, Local 1303-468

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APPENDIX A – LIST A
Entry Level Positions

- Airport Attendant
- Automotive Servicer
- Maintainer I Grade I
- Maintainer I Grade II

APPENDIX B – LIST B
Promotional Positions Requiring Posting (Article 14)

- Airport Serviceman I
- Airport Serviceman II
- Crane Operator
- Fleet Mechanic
- Kennel Person (Animal Shelter)
- Maintainer II
- Maintainer III
- Maintainer IV
- Maintainer V
- Sanitation Helper
- Tree Climber I
- Tree Climber II
- Welder

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APPENDIX C
MOU Establishing
AFSCME 1303-468

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APPENDIX D – Wage Tables



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APPENDIX E - Schedule of Medical Health Benefits

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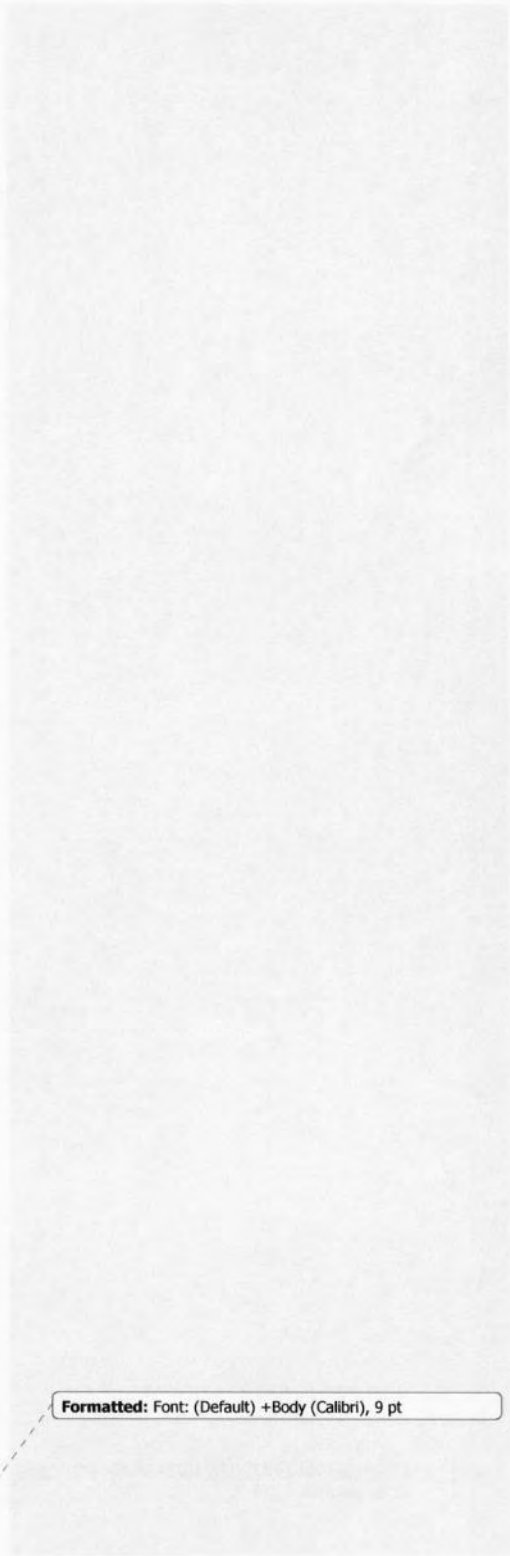
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APPENDIX F – Vision Benefits



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SIDE LETTER RE: 9293-MBA-410

**MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME, LOCAL 1303-468
AND CITY OF BRIDGEPORT**

DATED: May _____, 2018

The decision of the State Board of Mediation and Arbitration Labor Department Case No. 9293-MBA-410, dated February 16, 1995 entitled in the Matter of the City of Bridgeport and AFSCME, Council 4, Local 1522 is hereby incorporated by reference into this Agreement for AFSCME 1303-468, dated July 21, 2015-2020 to June 30, 2020/2024.

FOR THE CITY

FOR THE UNION

~~Janene Hawkins~~Eric Amado
Staff Representative
Labor Relations Director

Norris PersonPatrick Sampson,
AFSCME, Council 4

Ronald Lupica, President
AFSCME, Local 1303-468

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AGREEMENT
BETWEEN THE
CITY OF BRIDGEPORT
AND
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
LOCAL 1303-468, COUNCIL 4

JULY 1, 2020 TO JUNE 30, 2024

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This Agreement is entered into by the City of Bridgeport, (the "City" or the "Employer"), and Local 1303-468 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, (the "Union").

I. THE UNION AND UNION SECURITY

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and conditions of employment for all of those employees of the City indicated in the July 2, 2015 Memorandum of Understanding between the City of Bridgeport and The City of Bridgeport, Local 1303-468 of Council 4, AFSCME, AFL-CIO and Local 1522 of Council 4, AFSCME, AFL-CIO. Copy attached as Appendix C.
- 1.2 The Union recognizes the Mayor of the City or his/her designated representative, or representatives as the sole representative(s) of the Employer for the purpose of collective bargaining.
- 1.3 The Union and the City agree to bargain in good faith on all matters relating to wages, hours and other conditions of employment.

ARTICLE 2 – CHECK-OFF

- 2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by law, Union dues for such deduction period shall be deducted in the first dues deduction pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the City.
- 2.2 The dues deduction for the Union shall be made during each employee's respective pay period and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.

- 2.3** The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organizing for Political Legislative Equality) deduction provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the City harmless from any claims arising as a result of any deduction made pursuant to this subsection.

ARTICLE 3 – BARGAINING UNIT

- 3.1** This Agreement applies to and includes all positions listed in Schedule A of the 7/2/2015 MOU between the City and the Union (Appendix C)
- 3.2** Part-time employees who work twenty (20) hours or more per week are excluded from the bargaining unit; those who work less than twenty (20) hours per week are excluded.
- 3.3** The inclusion of a newly established classification will be a subject for negotiations between the City and the Union.
- 3.4** Any dispute whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

ARTICLE 4 – UNION ACTIVITIES

- 4.1** The City agrees that the Union officer or steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself/herself from his/her work area may be withheld by the supervisor only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible.
- 4.2** Union officials may attend meetings for the purpose of negotiations during working hours without loss of pay.
- 4.3** Union officials may attend meetings during working hours without loss of pay, when such meetings are requested and approved by the Labor Relations Director of the City or his/her designee.

- 4.4 Union officers shall be able to consult with the employer, his/her representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.
- 4.5 During each year up to two (2) employees who are chosen by the Union as official delegates to one state labor convention shall be granted no more than three (3) days of leave for the sole purpose of attending the sessions of such state convention as voting delegates. Once in each two (2) year period, up to two (2) employees who are chosen by the Union to be official delegates to the National Convention of AFSCME shall be granted five (5) days of leave for the sole purpose of attending the sessions of such national convention as voting delegates. The Secretary of the Union will certify in writing, transmitted by certified mail, return receipt requested, to the department head of each employee, with a copy to the Director of Labor Relations, the names of the employees chosen by the Union as said delegates. Said certification shall be postmarked no later than fourteen (14) days prior to the first day on which the leave is to become effective.

ARTICLE 5 – VISITS BY UNION REPRESENTATIVES

Accredited representatives of the American Federation of State, County and Municipal Employees, shall have access to the premises of the Employer, at reasonable times, provided he/she notifies the supervisor in the work area of his/her presence when he/she arrives and his/her presence will not disrupt the orderly routine of the department.

ARTICLE 6 – BULLETIN BOARDS

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

ARTICLE 7 – SENIORITY AND PROBATION

- 7.1 Seniority shall mean the length of service to the municipality. Such seniority shall apply to the employee's rights in case of layoff, re-employment, transfer, bidding, promotion, and vacations as provided in this Agreement.
- 7.2 For the purpose of this article and section, an employee's seniority shall be their most recent date of hire.
- 7.3 New employees (non-seasonal) shall have a probationary period of one hundred and eighty (180) workdays, which shall not include sick or other absent days, and upon successful completion of this period they shall be classified as permanent employees. The probationary period shall be counted as part of the seniority period after the employee is considered permanent.

Benefits for probationary employees shall begin on the ninetieth (90th) workday. Termination or other discipline of a probationary employee shall not be arbitrable and the sole and exclusive remedy shall be the grievance procedure under Article 21 through Step 2.

- 7.4 The City shall deliver a list of employees with seniority, classification and rate of pay to the Union within ninety (90) days of the signing or anniversary date of this Agreement.
- 7.5 Employees who are promoted out of the bargaining unit shall have the right, in the event the employee fails the probationary period or becomes ineligible for the position because of testing, to bump back into the bargaining unit position he/she previously held. If said employee returns back to the bargaining unit, he/she shall be the least senior for assignment of positions within the department. Seniority for this purpose shall be the date on which said affected employee returns to the bargaining unit. This period of time shall be no longer than six (6) months.
- 7.6 If the City desires to extend an employee's probationary period beyond that specified above, such extension will not be pursued until the City has consulted with the union. Any dispute regarding an extension of probation shall be subject to the grievance procedure.

ARTICLE 8 – LAYOFF AND RECALL

- 8.1 For purposes of this Section, seniority shall mean total length of service within the municipality as defined above.
- 8.2 Employees shall be laid off in the following order: (a) part-time; (b) probationary; and (c) regular full-time.
- 8.3 In the event that the City makes a reduction in the number of employees in an established job by title for which a Civil Service examination is not required, employees with the least seniority in that job will be laid off first. Subsequent recalls to open positions in that particular job and job title shall be made in the reverse order of the lay-off. An employee shall retain his/her seniority status and right of recall in the specific job title for twenty-four (24) months following the date of his/her lay-off. If the employee refuses recall to an opening in the position from which he was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 8.4 A bargaining unit member subject to being laid off shall have the right to bump to an equal or a lower classification in the Civil Service code group

provided he/she has the ability to do the work required without further training and has greater seniority than the least senior employee in the equal or lower classification.

- 8.5 No new persons will be hired for assignment to an open classification that is required to be filled, so long as employees laid off from the classification retain seniority status and right of recall to jobs in that classification

ARTICLE 9 – TOP SENIORITY

Four (4) Officers and six (6) Stewards of the Union shall have top seniority in the event of a layoff and recall. The Union shall notify the City in writing, at least semi-annually, of the names and employment location of each employee covered by this Article.

ARTICLE 10 – SUBCONTRACTING

The City agrees that it will not contract or subcontract any work presently being performed by employees in the bargaining unit in the Department of Public Facilities. This shall not prevent the City from contracting or subcontracting for supplementary or emergency service which employees in the bargaining unit are unable to perform during their regular hours of work.

II. MANAGEMENT AND THE WORKPLACE

ARTICLE 11 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion to: recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel, determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position, subject to the provisions of Section 13.1, and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; contract for services with other units of government and/or private contractors for the provision of services to or by the City, subject to the provisions of Article 10; determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's

exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act, Conn. Gen. Statute. #7-467, et seq).

ARTICLE 12 – DRUG AND ALCOHOL TESTING

The City reserves the right to conduct drug and alcohol testing. The procedures and requirements shall be consistent with the Connecticut General Statutes and U.S. Department of Transportation regulations.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.1 The parties acknowledge the value of job function flexibility and agree to the negotiated job descriptions of Maintainer I through Maintainer V. An employee may be assigned to perform work in a higher level and will be paid at the wage step at the "acting" maintainer level, which will increase his/her wage rate by not less than ten percent (10%) over his/her regular wage rate. The percentage applied shall not increase an employee's "acting" wage rate by greater than the maximum wage rate of the maintainer level for which he/she is acting. An employee may be temporarily assigned to perform work in a lower level and will not suffer any reduction in pay as a result. The City agrees that assignments shall be for sound business or operating reasons, and, where practicable, seniority. The City shall endeavor in good faith to make these assignments consistent with the principle of distributing them as equitably as practicable. Job function flexibility is designed to increase the flexibility of staff to allow existing employees to cover, for absenteeism on a non-premium pay basis, reduce work practice overtime and increase assignment (job) flexibility.

13.2 All employees covered by this Agreement will work a forty (40) hour week.

13.3 Maintainer III's assigned to operate sanitation vehicles on daily scheduled sanitation routes shall work from 3:00 a.m. to 11:30 p.m., eight (8) hours per day, forty (40) hours per week, Monday through Friday on an incentive basis. The City shall have the right to operate two-man (2) sanitation crews. The City retains the right to assign any appropriate bargaining unit personnel to the sanitation function on a per route basis. However, for assignments to fill the odd position at the start of the sanitation shift, the City shall utilize the following procedure. Individuals in Public Facilities interested in working this assignment shall express this interest by signing a posting that will be made available every six (6) months. If there is no interest expressed in this assignment, it will be filled by using sound business reasons and, where

practicable, seniority. The city shall endeavor in good faith to make these assignments consistent with the principal of distributing them as equitably as practicable. Employees who do not avail themselves of the opportunity to work this assignment shall be charged as if they had worked.

Recycling routes will operate from 3:00 AM to 11:30 PM.
No night differential will be paid in conjunction with these hours.

It is agreed that the work schedules may be changed at the discretion of the Director of Public Facilities at any time with two (2) weeks' notice to the Union.

13.4 Unless, in the opinion of the Director of Public Facilities, operating conditions or customer services needs dictate otherwise, summer hours in the below listed areas will be allowed from June 21 thru September 21 of any given year as follows:

- Roadway: 6:00 AM to 2:30 PM
- Airport: 6:00 AM to 2:30 PM

No night differential will be paid in conjunction with these hours.

It is agreed that the work schedules may be changed at the discretion of the Director of Public Facilities at any time with two (2) weeks' notice to the Union.

13.4A Two staggered shifts for Public Facilities mechanics assigned at the City garage - First shift will start at 4AM including seasonal shifts specified in § 13.4, second shift starts three (3) hours later. The number of mechanics assigned to each shift will be determined by the Public Facilities Director and can change depending on the needs of the City. The difference (hours) in starting time between the first and second shifts, and the number of mechanics assigned to each shift may be evaluated annually and adjusted depending upon the needs of the business.

Work hours for **mechanics assigned to the Police Dept. garage** will be at the discretion of the Police Department based on the needs of the department.

13.5 The City will provide a designated representative of the Union, all requested information concerning scheduling and/or balancing of the routes.

13.6 Supervision shall make overtime assignments consistent with the principle of distributing as equitably as practical among the employees holding the job affected by the overtime assignment.

- 13.7 An employee will work overtime when requested to do so by supervision. Employees shall be notified of such assignment as soon as practicable. Employees who do not avail themselves of the opportunity to work overtime shall be charged as if they had worked.
- 13.8 In the event that all employees refuse or are not available to work overtime, the least senior employee in the classification and the area affected by the overtime work, must work such overtime. In the event of a weather-related emergency (e.g., ice storm, hurricane, tornado, etc.) or disastrous event (e.g., public health pandemic, bombing, etc.); or an emergency declared by the Mayor, no one can refuse to work overtime.
- 13.9 A record of overtime hours worked by each employee in each department or division shall be posted monthly in each department's bulletin board. Employees acting in a job shall be considered as working that job for purposes of overtime distribution for: a) the balance of any consecutive work day assignment over five (5) working days; and b) overtime at the beginning or end of a shift for the job to which they are assigned. Such employees will not be eligible for overtime in their regular job assignment when eligible as provided above.
- 13.10 The City and the Union agree that the City shall be broken into five (5) districts for the purpose of Sanitation Collections, Recycling and Public Works. The parties realize that the number of districts, the number of garbage routes and recycling routes are to be monitored and discussed on an ongoing basis. The Union and the City agree that garbage routes will be staffed by a two (2) person crew except in those limited situations where a three (3) person crew is required if any. The parties agree to negotiate concerning these limited situations.

ARTICLE 14 – JOB BIDDING AND POSTING

- 14.1 It is the intent of the City and the Union to provide promotional opportunities through the use of a position bidding and a position posting system. It is in the interest of the City and the Union that the City hire for entry level positions - List A positions; thereafter the employee bids for promotions to list B positions, as promotional vacancies occur subject to job required qualifications and seniority. Any disputes as to qualifications shall be subject to the grievance procedure.
- 14.2 When a vacancy exists in a List "A" (Appendix A) position, the position shall be filled in accordance with established City hiring policies.
- 14.3 When a vacancy exists in a List "B" (Appendix B) position within a department, the City shall post the vacancy for five (5) days. Copies of all List

"B" bid postings shall be sent to the Union President. All senior employees within the department may bid for such vacancy. The senior employee who bids, if qualified shall be given the first opportunity to fill the position. If an employee refuses or is found unqualified the position shall go to the next qualified employee. There will be a break-in and probationary period of sixty (60) days. Probationary periods for promoted employees will not be extended without prior consultation with the union.

- 14.4 Employees shall be allowed one (1) successful bid per year. Any employee who bids for a position on a List "B" position shall be precluded from bidding for a period of one (1) year from the date of said successful bid. Successful bid for the purposes of this section shall be a bid which assures the employee incumbency in the position bid for.
- 14.5 The seniority and posting provisions of this section will not apply to vacancies for positions outside of the bargaining unit.

ARTICLE 15 – SHIFT PREFERENCE

- 15.1 Shift preference will be granted on the basis of seniority within classifications as openings occur. Such preferences shall be exercised first by employees within a division. If no employees within the division exercise such preference, then employees within the department will be given preference by seniority.
- 15.2 Any employee who is scheduled to report for and who presents him/herself for work, as scheduled shall be assigned at least four (4) hours work on the job for which he/she was scheduled to report. If work in the job is not available, the employee shall be excused from duty, and paid at his/her regular rate - straight or overtime. When an employee reports for and starts to work as scheduled, and is excused from duty before completion of four (4) hours work the employee shall be paid at his/her regular rate, for four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

ARTICLE 16 – TRANSFERS

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer. Employees requesting transfers to a vacant position shall be transferred to equal or lower paying job classification on the basis of seniority, provided he/she has the ability to do the job effectively without further training.

ARTICLE 17 – REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute paid rest period during the morning one-half shift. Effective with the ratification of

the 2020-2024 CBA, the afternoon 15-minute rest period will be annexed to the 30-minute lunch period for an effective 45-minute lunch period. The morning rest period will not be annexed to lunches. Employees, who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 18 – TRAINING

- 18.1** The City shall establish on the job training programs from time to time to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training. If training is conducted outside normal working hours, no compensation will be paid to employees undergoing training. From the qualified applicants, assignments to training will be in order of seniority.
- 18.2** In the selection of trainees, qualified applicants will be determined by the employee's expression of interest, aptitude and work record.
- 18.3** A joint committee will be established to review training issues which may be of mutual interest.

ARTICLE 19 – SAFETY AND HEALTH

- 19.1** Both parties to this agreement shall hold themselves responsible for mutual cooperative enforcement of OSHA safety rules and regulations.
- 19.2** A joint safety committee will be established to study both facilities and equipment utilized by employees who are covered by this agreement. The committee will make reports and recommendations to the Mayor and/or the City's Chief Administrative Officer (CAO) as the situation may require. The Union will appoint three (3) members to the committee. The City's Director of Public Facilities will appoint three (3) members. The Mayor shall appoint the seventh (7th) person to act as chairperson.

ARTICLE 20 – DISCIPLINARY PROCEDURE

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

- 20.2** All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which disciplinary action is being applied.
- 20.3** Disciplinary action shall include any verbal warning, written warning, suspension without pay, or discharge. The City and the Union agree that the City may take summary action for grave or serious offenses. However, before any summary action is taken by the City for grave or serious offenses, the City shall meet, if practical, with the Union President or a steward regarding the action the City is taking for such offense, in an effort to resolve the dispute.
- 20.4** All disciplinary actions shall be appealed through the established grievance procedure.
- 20.5** All suspensions and discharges will be stated in writing and transmitted by certified mail, return receipt requested, to the address last provided by the employee. In suspension and discharge cases the Union will be notified of the action, by copy of the letter directed to the employee, transmitted to the Union office by certified mail, return receipt requested.
- 20.6** Verbal and written warnings shall be removed from disciplinary record after eighteen (18) months upon the employee's written request.
- 20.7** Suspensions and terminations for employees who have successfully completed their probationary period of employment will be for just cause only.

ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE

- 21.1** Any grievance or dispute which may arise between the parties, regarding the application, meaning or interpretation of this agreement, including the management rights provisions, shall be settled in the following manner:

Step 1: The grievance must be reduced to writing and presented to the employee's Department Head within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. Such grievance must contain the following information:

- A statement presenting, in a concise manner, the details of the grievance.
- A statement outlining the relief sought; and
- Specific reference to the clause or clauses of the Agreement, which the grievant feels have been violated.

The department head shall respond to the Union Steward or the Chief Steward in writing, within five (5) working days.

Any disposition at this verbal level will not be cited as precedent by either party.

Step 2: If the grievance remains unadjusted, it shall be submitted by the Chief Steward to the Labor Relations Director of the City within five (5) working days after the response of the department head is due. Within one week after submission, a meeting will be held between the Union Local President and the Staff Representative of Council #4 and a Labor Relations Director or his/her designee. The Labor Relations Director or his/her designee shall respond to the grievance, in writing within five (5) working days with copies to the Local President and the Council #4 Staff Representative.

Step 3: If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the State Board of Mediation and Arbitration. Said Board shall hear and act on such disputes in accordance with its rules and regulation. The arbitrator(s) shall limit their decision strictly to the application, meaning or interpretation of the provision of this agreement. The arbitrator's shall not add to nor subtract from the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issue(s) submitted.

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

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

21.4 The City and the Union agree that a permanent arbitrator, or other arbitration panels, such as the American Arbitration Association, or the Federal Mediation and Conciliation Service, may be used upon agreement to comply with the requirements of this Step 3. The City may elect to have any grievance concerning discipline heard before the American Arbitration Association ("AAA") in accordance with its rules but all progressive discipline for any employee must be heard as separate hearing(s). In addition, each party may select three (3) grievances per contract year for hearing before the AAA in accordance with its rules. The party electing a hearing before the AAA shall pay the AAA and arbitrators costs.

- 21.5** Grievances initiated by the employer shall be processed in this same manner, but they may be initiated at Step 2.
- 21.6** Nothing contained in this Article shall prevent any employee from processing his/her own grievance through Step 2 of the grievance procedure, providing that the Union shall be promptly notified of such grievance as it is being processed and shall have the right to participate at each step.
- 21.7** Only the Union shall have the right to process the grievance to Step 3 of the grievance procedure and to final and binding arbitration. The employee shall have the right to be present at each step of the grievance procedure including arbitration.

II MONETARY PAYMENTS

ARTICLE 22 – WAGES

- 22.1a** Effective July 1, 2020, the annual wages of employees shall be increased by two and one-half percent (2.5%) (See Appendix D).
- 22.1b** Effective July 1, 2021, the annual wages of employees shall be increased by two and one-half percent (2.5%) (See Appendix D).
- 22.1c** Effective July 1, 2022, the annual wages of employees shall be increased by two and one-half percent (2.5%) (See Appendix D).
- 22.1d** Effective July 1, 2023, the annual wages of employees shall be increased by two and one-half percent (2.5%) (See Appendix D).
- 22.2** The City shall have discretion to hire new employees at a higher step than entry level when recruitment needs so demand. The City shall give the Union notice within thirty (30) days of such hiring.
- 22.3** In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits.
- 22.4** In no event shall any additional monies received as a result of any other provision of this agreement be considered as a portion of an employee's regular annual, weekly, or hourly rate. The single and sole criterion for making a determination of any employee's annual weekly or hourly rate, shall be the salary being paid in accordance with the Wage Appendices.

- 22.5** In the event an employee is promoted, his/her new salary shall be arrived at by following the principle of a promotional increase being equal to at least a step increase in the employee's range prior to promotion.
- 22.6** All employees on an annual salary and who work a full calendar year shall be paid the wages of their classification based upon fifty-two (52) weeks.
- 22.7** Employees required to work in a higher classification than their normal classification shall be paid for the period of time worked. In the event an employee is required to work in a higher classification for more than three (3) consecutive months, he/she shall be paid the rate of the higher classification for all work time, vacation, holidays and sick time. If an employee is working out of classification in the same job for six (6) consecutive months without such assignment being broken for not less than ten (10) consecutive working days, then such job shall be posted in accordance with Article 14.
- 22.8** Overtime pay shall be paid to all employees who are required to work under any of the following conditions:
- A.** Time and one-half shall be paid for all work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week.
- B.** Time and one-half shall be paid for all work performed on Saturday and/or Sunday as such, except that such rate shall not be paid to employees who are on a seven (7) day continuous operation wherein Saturdays and Sundays are part of the regular scheduled four (4) or five (5) day operation. These Employees shall be paid time and one-half for all work performed on the sixth (6th) and seventh (7th) day, as such, of their regular work week.
- C.** Overtime shall be paid only once for the hours actually worked in accordance with the above overtime provisions so that there will be no pyramiding of overtime.
- 22.9** Effective July 1, 2016 all union members will be paid via direct deposit. Direct deposit advice (pay stubs) will be delivered via E-mail to an address provided by the member.
- 22.10** Regarding the step increases on the salary chart included as Appendix D in this CBA:
- A.** All new hired and promoted employees will remain at their hire or promotional rate, for one year. On the first day of the next month following their anniversary date (date of hire or date of promotion), the new hire or

promoted employee will be eligible for a merit increase to the next step, assuming the employee has satisfactorily completed his/her probationary period.

- B. The Union and the City agree that all existing employees covered by the salary charts, shall be considered for merit salary steps or grade increases on an annual basis, either in January or July of each year as applicable, except existing Maintainer I – Grade I's who are not at the top salary Step at the date of the signing of this Agreement.
- C. If the employee was a temporary seasonal employee hired without a break in pay, the time in service as a seasonal employee will be credited up to one year of service for eligibility for the merit increase to the next step. When an employee is promoted, that employee's anniversary date, for step increases purposes, will be the effective date of the promotion.

ARTICLE 23 – NIGHT BONUS/WEEKEND DIFFERENTIAL

- 23.1** The night bonus rate for employees at Maintainer III step 7 shall be reflected in their base rate. New employees hired after January 18, 1995, other than those at Maintainer III step 7, shall be paid the night bonus only for those hours actually worked on the second or third shift. Employees hired prior to January 18, 1995, other than these at Maintainer III step 7, shall receive the night bonus as per current practice.
- 23.2** There shall be paid to each eligible employee who works the second shift, a night bonus of one dollar and fifteen cents (\$1.15) for each hour worked on the second shift.
- 23.3** There shall be paid to each eligible employee who works a third shift, a night bonus of one dollar and thirty cents (\$1.30) per hour for each hour worked on the third shift.

ARTICLE 24 – RETROACTIVE PAYMENTS

The following provision shall be paid retroactively under this contract unless otherwise noted: all regular earnings, overtime, holiday pay, vacation pay, sick pay, and night bonus for second and third shift which may have been worked or earned between July 1, 2020 and the date on which this contract becomes effective. Retroactive payments shall be limited to employees actively on the City's payroll as of the date of execution of this agreement by both parties.

ARTICLE 25 – CALL-BACK PAY

When an employee is called in for work outside of his/her regular scheduled working hours, he/she shall be paid a minimum of four (4) hours at the

applicable overtime rate. This provision applies only when such call-back results in hours worked which are not annexed consecutively, to one end or the other of the working day.

ARTICLE 26 – LONGEVITY

- 26.1** Effective December 1, 2004, employees with ten (10) or more years of continuous service shall be paid annual longevity pay based upon seventy dollars (\$70.00) for each year of continuous service. Such payment shall not exceed eighteen hundred dollars (\$1,800.00), per annum
- 26.2** Employees hired after May 23, 2001 shall only be eligible to receive longevity pay as provided above after ten (10) years of continuous service.
- 26.3** Employees who leave the municipal service prior to December of any year shall receive longevity pay pro-rate for the period qualified.
- 26.4** In the case of an employee's death before December, the longevity payment shall be made on a pro-rata basis to the CMERS Beneficiary.
- 26.5** Any employee entitled to payment under the provisions of this Article shall be paid only once so that there will be no pyramiding of longevity payments.

ARTICLE 27 – CDL TRAINING COST REIMBURSEMENT

- 27.1** Effective October 1, 2020, for any employee who attends a truck driving school for Connecticut commercial driver's license (CDL) training and who successfully earns a CDL based on that training, the City shall reimburse the employee up to one thousand dollars (\$1,000) for the cost of tuition or course fees paid by the employee to the truck driving school. Payment shall be made within sixty (60) days of the City's receipt from the employee of the following:
1. Evidence that they have satisfactorily acquired a valid Connecticut CDL, and
 2. Copies of receipts, or other acceptable documents, showing the training costs paid by the employee to the truck driving school.
- 27.2** The employee must apply and obtain written approval of the Director of Labor Relations in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. Total tuition reimbursement expenditures shall be capped at one thousand dollars (\$1,000) per employee and ten thousand (\$10,000) dollars for the entire bargaining unit per fiscal year. The employee must remain in City employment for a period of one year after payment for course(s). If the employee leaves prior to one year, he/she will reimburse the City for any reimbursement received for such training.

IV BENEFITS

ARTICLE 28 – HEALTH AND LIFE BENEFITS

28.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as described below. Hereinafter in this article and CBA, the term 'Health Benefits' shall include all benefits listed in this article.

A) "Medical and Prescription Benefits" in accordance with the Connecticut Partnership Plan, a summary of which is attached to this Agreement as Appendix E.

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

C) The VSP (Vision Service Plan), or its equivalent, as outlined and attached hereto as Appendix F.

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

28.3 Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s).

28.4 For eligible employees who retire on or after the first day of this Agreement and their enrolled eligible surviving spouses, if any, the City will provide and pay for benefits under the Connecticut Partnership Plan or a supplemental plan to Medicare Part B offering benefits equal to the Connecticut Partnership Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein until they reach Medicare eligibility. For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: (A) "retiree" shall mean employees 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 the Connecticut Municipal Employees Retirement System (CMERS); and (B) retirees must accept and pay for any premiums for Medicare Part B coverage if eligible.

The parties agree to attach a schedule of existing Union employees who are covered under this Agreement when the collective bargaining agreement is executed.

Effective July 1, 2011, for employees hired on or after July 1, 2011, for purposes of this article "retirees" shall mean employees who: (a) have completed twenty-five years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of CMERS.

It is the intent of this provision that all Union members hired prior to 7/1/2011 shall be "grandfathered" under the terms of this new agreement. Any member hired or promoted into the Union before December 31, 2015 shall only receive retiree medical benefits after twenty-five years of service.

28.5 Members of the bargaining unit hired after December 31, 2015 will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall receive post-retirement health benefits upon retirement if they meet the eligibility requirements described in this article.

28.6 Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension. For terminated employees, the City shall provide such coverage for the employee only but not for dependents, provided that the employee has filed a timely grievance and timely appeals through Step 3 of the grievance procedure and for that period of time until a final decision on the grievance has been rendered in arbitration.

28.7 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 28.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans as specified in Section 28.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City

agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

- 28.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 28.1 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 28.1 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 28.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 28.1 of this Article and substitution may be proposed for any one or more of the specified coverages.
- 28.9** The City shall provide a payment in lieu of health benefits for employees who waive such coverage, in the amount of two thousand (\$2,000) dollars per year, payable in installments of \$1,000 in December and \$1,000 in June.
- 28.10** The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.
- 28.11** Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement) shall make a percentage contribution of Premium Cost for Health Benefits.

Bargaining unit members hired prior to July 1, 2011, who are active full-time employees of the City of Bridgeport on the date this agreement is signed, will have their health benefits Premium Cost Share (PCS) contribution capped at twenty-five percent (25%) contribution as of June 30, 2012. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

Effective upon ratification of this 2020-2024 CBA, members of the Union hired on or after July 1, 2011, who currently pay a premium cost share (PCS) higher than 25%, shall have their health benefits premium cost share (PCS) contribution reduced to 25%. Thereafter, this PCS percentage shall increase by 1% per year on July 1st of each year, until a cap of 33 and 1/3 % is reached.

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

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

28.12 A) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees 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.

28.13 A) For employees who retire on or after June 30, 2003 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, a Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement.

B) If any employee who retires on or after July 1, 2001 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage shall not exceed in premium cost to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of

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

ARTICLE 29 – PENSION PLAN

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

29.2 Employee contributions to CMERS will be on a pre-tax basis.

ARTICLE 30 – EMPLOYEE ASSISTANCE PROGRAM (“EAP”)

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

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

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

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

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

ARTICLE 31 – WEARING APPAREL

- 31.1** The City shall provide to any City employee required to wear protective clothing, his/her own protective clothing of good quality and condition. Such clothing shall consist of rain gear, boots, gloves and goggles. Sanitation employees shall be provided by the City with work clothes of good quality consisting of shirt, jacket and pants. A committee of two (2) union representatives and two (2) City representatives shall be formed to review the protective clothing requirements of all bargaining unit jobs.
- 31.2** The City shall provide work clothes of good quality, consisting of shirt, pants, and jacket, to any employee covered by this agreement, who in order to perform his/her job is required to perform manual labor, or any employee who is required to wear a uniform.
- 31.3** The City will issue safety boots to employees as required by OSHA. Boots will be replaced on a one (1) year cycle. If an employee can demonstrate that their boots have worn out or been damaged beyond use by City job activity, then at the discretion of management, the boots can be replaced off-cycle at the City's expense.

V. HOLIDAYS AND LEAVES

ARTICLE 32 – HOLIDAYS

- 32.1** All members of the bargaining unit shall be paid and have the following days off as holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Juneteenth, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and any holidays officially proclaimed as such by the President of the United States of America, the Governor of the State of Connecticut, or by the Mayor of the City.
- 32.2** If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. Employees in seven (7) day operations will celebrate the holidays on the days they occur.

- 32.3** If any employee is required to work on a holiday, he/she shall be paid at the overtime rate of 1.5X plus holiday pay.
- 32.4** Employees are required to work the day before a holiday and the day after a holiday, as defined in Section 32.1 in order to receive pay for the holiday, unless excused in advance on either day for reasons acceptable to the City. Such excusal shall not be unreasonably withheld. Any dispute arising hereunder shall be subject to the provisions of Article 21.
- 32.5** Any employee in seven (7) day operation who has been scheduled and has worked on nine (9) holidays, five of which must be the following: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, in any contract year shall receive a premium payment of three (3) days pay, or if agreed to by the affected employee and his/her supervisor, three (3) days off, in the last pay period of the contract year.

ARTICLE 33 – VACATIONS

- 33.1** Vacations of employees covered by this contract shall be in accordance with the ordinances of the City, which are now in effect, and which provide for such vacations, including pro-rated vacations for all part-time employees covered by this agreement.
- 33.2a** Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the contract year such service is rendered.
- 33.2b** In each contract year any employee with one (1) or more years of continuous municipal service, but less than five (5) completed years of such service, shall receive two (2) weeks vacation with pay.
- 33.2c** In each contract year any employee with five (5) years or more of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks vacation with pay.
- 33.2d** In each contract year any employee with ten (10) years or more of continuous municipal service, but less than twenty (20) years of service, shall receive four (4) weeks of vacation with pay.
- 33.2e** In each contract year any employee with twenty (20) years or more of continuous municipal service shall receive five (5) weeks of vacation with pay.
- 33.3** Employees covered by this Agreement who receive two (2) or more weeks of vacation may exercise the option of carrying over from one vacation year to

the next vacation year, one week of unused vacation time. Any employee exercising this option is not eligible for advanced vacation payment for such week carried over.

- 33.4** Employees with three (3) weeks or more vacation in addition to the carry-over option set forth above, may elect to work one 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 pay out options may elect to take one or both options in any vacation year. Each employee must take at least one week of actual vacation.
- 33.5.** Employees with four (4) weeks or more vacation in addition to the carryover option set forth above, may elect to work two (2) vacation weeks at their regular weekly compensation and to receive, in addition, vacation pay for the weeks 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.
- 33.6** An employee who has carried over a week from the prior year and properly elected the payout option, shall be paid at the rate in effect when the vacation time was earned. All payouts shall be paid to the employee at the end of the vacation year in which the election is made.
- 33.7** All vacation carry-over or payout elections made pursuant to this article must comply with the provisions of the existing City's Vacation Carry-Over policy. Non-compliant elections shall be null and void.
- 33.8** If any holiday under this agreement shall occur during vacation of any employee, the employee shall not be charged a vacation day in lieu thereof.

ARTICLE 34 – SICK LEAVE

- 34.1** For employees hired prior to July 1, 1992, sick leave shall be earned at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months of employment. For employees hired after July 1, 1992, sick leave shall be earned, at the rate of ten (10) days per year. (.833 days for each calendar month of service). These days shall be granted five (5) days on July 1st and five (5) days on January 1st of each year. Work performed for less than these six (6) month periods shall render these amounts adjusted on a pro-rata basis. For employees hired on or after the ratification date of this 2020-2024 CBA, unused sick leave days as of December 31st of any year will be lost and may not be carried forward or accumulated from year to year.

- 34.2** For employees hired prior to the ratification date of this 2020-2024 CBA, all unused sick leave during continuous employment shall be accumulated to two hundred and thirty (230) days. Sick Leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- A.** A medical certificate, acceptable to the appointing authority will be required for any absence of three (3) or more consecutive working days.
 - B.** In order to be paid sick leave benefits an employee must call in one (1) hour prior to the start of his/her shift.
 - C.** An employee who is absent without leave or without calling in for five (5) days or longer will be considered to have resigned from employment with the City.
- 34.3** For employees hired on or after the ratification date of this 2020-2024 CBA, the City will provide a short term/long terms disability plan under which the plan administrator/insurer will pay for any absence due to off-duty sickness or injury after such absence shall exceed seven (7) working days in duration. Such payment will be at the rate of sixty percent (60%) of the employee regular straight time salary and shall not be subject to federal income taxation in accordance with applicable federal tax law. The terms and conditions of the short term/long term disability plan shall be provided for in the insurance policy and provided to the union. The City may change insurance carriers for such plan provided that the essential terms and conditions are not adversely affected thereby. The employees will be responsible for applicable income taxes on the premium value for the short term/long term disability policy. Employees must submit to the plan administrator any required claim form and medical and/or other documentation of their claim and disability.
- 34.4** Upon Retirement, for employees hired prior to the ratification date of this 2020-2024 CBA, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated.
- A.** Effective July 1, 1994, the above stated credit shall be paid on a lump sum basis of fifty percent (50%) of all unused sick leave within fifteen (15) days of the retirement date. All accumulated sick leave as of July 1, 1994 shall, if unused upon retirement, be paid on a lump sum basis at one hundred percent (100%) of accumulated leave at the value of wages earned as of July 1, 1994.

- B. Upon the death of the employee, the amount of sick leave time accumulated pursuant to the provisions of Section 34.2 shall be payable to his/her beneficiary as designated under CMERS.

Employees hired on or after the ratification date of this 2020-2024 CBA, with an existing accumulated balance of sick leave based upon municipal service with the City, shall have such accumulated balance frozen at the current rate of pay in effect on January 1, 2022.

- A. Such accumulated balance shall be paid out to any retiring employee upon retirement from City service on a lump sum basis of fifty percent (50%) of such accumulated balance.
 - B. Upon the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her beneficiary, as designated by the employee, under the terms of the Connecticut Municipal Employees Retirement System ("CMERS"), as if such employee had retired.
- 34.5 Employees who have no absences on sick leave and/or short term/long term disability and/or worker's compensation leave during any one (1) year period from January 1st to December 31st, commencing with January 1, 2022, will be paid a perfect attendance bonus of Four hundred dollars (\$400.00). The City will use its best efforts to make such payment prior to January 31st.
- 34.6 The City shall maintain a system for tracking employees' accumulation and use of sick leave and shall periodically advise the employees of this information. Employees may make an individual inquiry to such information annually.

ARTICLE 35 – PERSONAL LEAVE

Up to four (4) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Employee shall give not less than twenty-four (24) hours advance notice of the proposed use of a personal day, except in an emergency. Such request will not be unreasonably denied. At the end of each contract year any unused personal leave shall be credited to the employee's sick leave account.

ARTICLE 36 – BEREAVEMENT

Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing with the day of death. If there are unusual circumstances, the employee may request additional time off. For the purpose of this Article, the term "immediate family" shall mean and include the following: spouse, mother, father, mother-in-law,

father-in-law, sister, brother, child, grandparents, grandchildren, step-parents and foster parents. In addition, such employee shall be granted leave with pay of one (1) day to attend to funeral or wake of an aunt, uncle, daughter-in-law and son-in-law

ARTICLE 37 – LEAVES OF ABSENCE

37.1 The department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one year, except that a six (6) month hardship extension may be granted with the approval of the Director of Labor Relations. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be approved in writing by the department head and the Director of Labor Relations.

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

37.2 Any employee who becomes medically disabled and is unable to perform their normally assigned duties shall submit a written statement from their physician indicating their present physical condition, the nature of the medical disability, the limitations to which that disability imposes upon their ability to continue with their normally assigned duties, and the probable duration of the disability.

37.2a 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 disability.

37.2b Any employee medically disabled and who 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.

37.2c Any employee previously disabled must return to their position when they are physically able to perform their duties. The City may require medical proof of any disability which it considers unduly long in duration.

ARTICLE 38 – FAMILY LEAVE AND MEDICAL LEAVE

All eligible employees covered by this contract are entitled to all benefits provided by the 1993 Federal Family and Medical Leave Act (FMLA).

ARTICLE 39 – WORKER'S COMPENSATION

- 39.1** In the event that an employee is required to be absent from work due to a job related accident, and as a result thereof, has been determined to be entitled to compensatory Worker's Compensation payment pursuant to the State Statute, such employee shall be paid the difference between eighty percent (80%) of that employees regular straight time weekly earnings and the amount of the weekly Worker's Compensation pay for each of the third (3rd) to twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases, and no differential payment shall be made in any such case.
- 39.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 34.2 of this Agreement.
- 39.3** 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 it may be modified from time to time, by the Plan Administrator with the approval of the Workers' Compensation Commission.
- 39.4** 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 discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally no longer than three (3) months, and are designed to return the employee back to his/her regular work.
- 39.5** Subject to the limitations provided in Section 37.1 of this Agreement, Workers Compensation leave will be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical improvement.

ARTICLE 40 – JURY DUTY

For each of its employees who is summoned to serve on a jury in the Superior Court (in the absence of solicitation by the employee to be listed as a

prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period, subject to the following provisions: Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the City reimbursement provided herein for required jury duty more often than once in a fiscal year.

VI. MISCELLANEOUS

ARTICLE 41 – NON-DISCRIMINATION

During the term of the Agreement, neither party shall discriminate against any employee because of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation political affiliation or union membership in a manner contrary to state or federal law. The Union agrees to fully cooperate with the City regarding its obligation under the Americans with Disabilities Act or its obligation under any other provision of law affecting this article. Use of the male or female gender in this Agreement is intended to apply equally to the other.

ARTICLE 42 – RESIDENCY

No employee is required to live in the City of Bridgeport as a condition of employment or continued employment. Such residency will not deprive the employee of any job promotion or benefits contained in this Agreement or any other entitlement.

ARTICLE 43 – SAVINGS CLAUSE

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

ARTICLE 44 – SUCCESSORS AND ASSIGNS

44.1 This Agreement and its provisions to the extent allowed by applicable law shall be binding upon the City, all the City's successors and assigns and upon Local 1303-468 and all the Local's successors and assigns.

- 44.2 Unless otherwise limited by the contract, the City agrees that it will not sell, lease, assign or transfer any part, division, sub-division, department or unit of the Local 1303-468 bargaining unit without the requirement that the buyer lease or assignee agrees in writing that it will retain all present employees and recognize Local 1303-468 as the collective bargaining representative. In order to ensure compliance with this requirement the City agrees to allow Local 1303-468 to review all contracts entered into between the third party and the City.
- 44.3 This clause may be enforceable under the arbitration clause of this Agreement or the Municipal Employees Relations Act.
- 44.4 The City agrees that in addition to any and all other legal actions and causes available, specific performance of the obligations under the successors and assigns article shall be a remedy available to Local 1303-468 in the event of a violation. Said specific performance may be preceded by injunctive relief prohibiting the sale, lease assign, transfer, or relinquishment.

ARTICLE 45 – TERMINATION

This Agreement shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred and fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

ARTICLE 46 – COPIES OF THIS AGREEMENT

Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this Agreement at time of hire. Council #4 Office is to receive five (5) signed copies of this Agreement from the City.

SIGNATURES

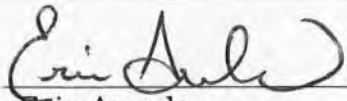
Dated: _____, 2022

For the City of Bridgeport:

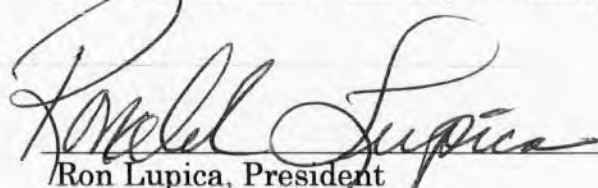
For AFSCME, Council 4:

Joseph P. Ganim, Mayor

Patrick Sampson, Staff Representative



Eric Amado
Director of Labor Relations



Ron Lupica, President
AFSCME, Local 1303-468

APPENDIX A – LIST A

Entry Level Positions

- Airport Attendant
- Automotive Servicer
- Maintainer I Grade I
- Maintainer I Grade II

APPENDIX B – LIST B

Promotional Positions Requiring Posting (Article 14)

- Airport Serviceman I
- Airport Serviceman II
- Crane Operator
- Fleet Mechanic
- Kennel Person (Animal Shelter)
- Maintainer II
- Maintainer III
- Maintainer IV
- Maintainer V
- Sanitation Helper
- Tree Climber I
- Tree Climber II
- Welder

MEMORANDUM OF UNDERSTANDING

The City of Bridgeport (the "City"), Local 1522 of Council 4, AFSCME, AFL-CIO ("Local 1522"), and Local 1303 of Council 4, AFSCME, AFL-CIO ("Local 1303") have reached an agreement in connection with the petition filed by certain members of Local 1522 with the State Board of Labor Relations (the "Board") seeking a modification of the Local 1522 bargaining unit. The terms of the agreement are as follows:

WHEREAS, the City and Local 1522 are parties to a collective bargaining agreement with a term of July 1, 2011 to June 30, 2014 (the "CBA");

WHEREAS, certain members of Local 1522 employed by the City in its Department of Public Facilities have petitioned the Board for a modification of the existing bargaining unit (the "Petition"), specifically to obtain separate representation by Local 1303;

THEREFORE, in lieu of proceeding to a formal hearing before the Board, and having negotiated in good faith, the parties agree to the following:

1. Effective upon the execution of this Agreement by the City, Local 1522 and Local 1303, the City shall recognize Local 1303 as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and conditions of employment for the members of Local 1522 who are employed by the City Department of Public Facilities (which includes the following: Roadways, Sanitation and Recycling, Lines and Signs, Parks and Recreation, Transfer Station, Airport, Municipal Garage, Police Garage, Animal Control, Maintenance/Maintainers) in the classifications listed in Schedule A, attached hereto and incorporated herein. These employees shall comprise the membership of Local 1303.
2. The parties agree that all classifications listed in Schedule B, attached hereto and incorporated herein, which are currently contained in the CBA between the City and Local 1522 shall remain in Local 1522 and shall not move to Local 1303.
3. The terms and conditions of the CBA between the City and Local 1522 shall remain in full force and effect to govern the salaries, wages, hours, and conditions of employment of the members of Local 1303 until such time as the City and Local 1303 negotiate and ratify a separate collective bargaining agreement. However, the parties agree that any practices established between Local 1303 and the City after the execution of this agreement shall not be applied to the bargaining relationship between the Local 1522 and the City.
4. The terms and conditions of the CBA between the City and Local 1522 shall remain in full force and effect to govern the salaries, wages, hours, and conditions of employment of the members of Local 1522 until such time as the City and Local 1522 negotiate and ratify a successor collective bargaining agreement. However, the

parties agree that any practices established between Local 1522 and the City after the execution of this agreement shall not be applied to the bargaining relationship between the Local 1303 and the City.

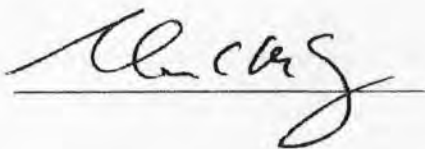
5. Any and all seniority accrued by the members of Local 1303 during their time as members of Local 1522 pursuant to Articles 7 (Seniority), Article 8 (Layoff and Recall), and Article 9 (Top Seniority) of the CBA between the City and Local 1522 shall be retained and carried over to Local 1303 by the members of Local 1303.

6. Any and all accrued time accrued by the members of Local 1303 during their time as members of Local 1522 pursuant to Articles 33 (Vacations), 34 (Sick Leave), and 35 (Personal Leave) of the CBA between the City and Local 1522 shall be retained and carried over to Local 1303 by the members of Local 1303.

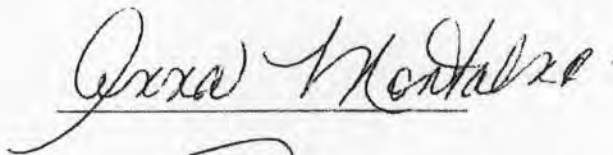
7. Negotiations for a contract between the City and Local 1303 shall commence no later than August 1, 2015.

Dated this 2nd day of July, 2015,

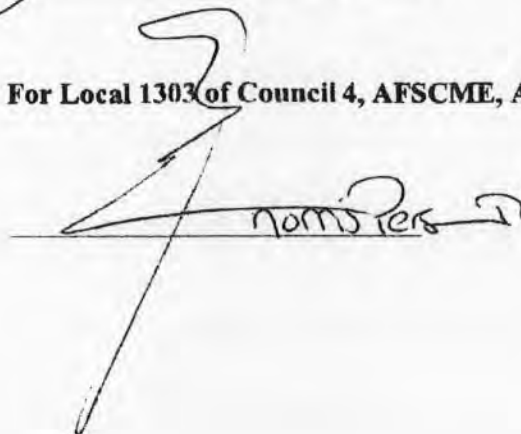
For the City of Bridgeport:



For Local 1522 of Council 4, AFSCME, AFL-CIO:



For Local 1303 of Council 4, AFSCME, AFL-CIO:



SCHEDULE A

Classifications Migrating From Local 1522 to Local 1303

(For the following departments only: Public Facilities, Roadways, Sanitation and Recycling, Lines and Signs, Parks and Recreation, Transfer Station, Airport, Municipal Garage, Police Garage, Animal Control, Maintenance/Maintainers)

Airport Attendant	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Maintainer I Grade I (Public Facilities Only)	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Maintainer I Grade II (Public Facilities Only)	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Sanitation Helper	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Treeclimber I	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Airport Serviceman I	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Airport Serviceman II	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Treeclimber II	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Crane Operator	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Maintainer II (Public Facilities Only)	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Maintainer III (Public Facilities Only)	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Maintainer IV (Public Facilities Only)	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Maintainer V (Public Facilities Only)	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Fleet Mechanic	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport
Welder	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Ten</u> City of Bridgeport

SCHEDULE A (Page 2 of 2)

Kennel Person (Animal Shelter)	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Tea</u> City of Bridgeport
Automotive Servicer	<u>am</u> Local 1522	<u>NP</u> Local 1303	<u>Tea</u> City of Bridgeport

SCHEDULE B (Page 1 of 6):

Classifications Remaining with Local 1522

(Including, but not limited to the following departments: City/ Board of Education, Fire Department, Zoo)

Police Matron	<u>AM</u> Local 1522	<u>NT</u> Local 1303	<u>TC</u> City of Bridgeport
Annex Mail Carrier	<u>AM</u> Local 1522	<u>NT</u> Local 1303	<u>TC</u> City of Bridgeport
Attendant Handicapped Children	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Ticket Seller	<u>AM</u> Local 1522	<u>NT</u> Local 1303	<u>TC</u> City of Bridgeport
Golf Course Ranger	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Museum Caretaker	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Zoo Attendant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Locker Room Attendant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
General Chauffeur	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Janitor/Janitress	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Custodial Assistant I	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Assistant, Security	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Maintainer I Grade I (Board of Education)	<u>AM</u> Local 1522	<u>NT</u> Local 1303	<u>TC</u> City of Bridgeport
Media Specialist	<u>AM</u> Local 1522	<u>RP</u> Local 1303	<u>TC</u> City of Bridgeport
Reproduction Specialist	<u>AM</u> Local 1522	<u>NT</u> Local 1303	<u>TC</u> City of Bridgeport
Clerical Assistant (10 Months)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport

SCHEDULE B (Page 2 of 6)

Clerical Assistant (12 Months)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Accounting Specialist	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Maintainer I Grade I (Board of Education)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Instructional Assistant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Payroll Assistant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Captain Golf Course Rangers	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Parking Attendant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Parking Cashier	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Messenger	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Custodial Assistant II	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Time Keeper	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Greenhouseman I	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Assistant Reading	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Sewage Plant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Sewage Plant Lubricator	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Engineering Aide IV	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport

SCHEDULE B (Page 3 of 6)

Spanish Speaking Social Worker	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Instrument Technician Sewage Plan	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Technician	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Dispatcher	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Zoo Keeper	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Greenhouseman II	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Secretarial Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Clerical Specialist (10 Months)	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Clerical Specialist (12 Months)	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Special Education Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Math Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Reading Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Early Childhood Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Bilingual Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Young Parents Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport
Warehouseman/Truck Driver	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>TC</u> City of Bridgeport

SCHEDULE B (Page 4 of 6)

Sewage Treatment Plan Technician	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Academic Behavioral Support Facilitator	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Ombudsperson	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Payroll Support Partner (35 Hrs)	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Payroll Support Partner (37.5)	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Systems Support Coordinator	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Bookmobile Driver	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Sewer Inspector	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Recreation Specialist	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Warehouse Men	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Program Assistant	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Transportation Specialist	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Data Processing Specialist	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Accounting Assistant	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Incinerator Operator	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Library Program Assistant	<u>Local 1522</u>	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport

SCHEDULE B (Page 5 of 6)

Home School Coordinator	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Special Education Van Drive	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Boat Captain (City and Board of Education)	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Attendance Intervention Liason	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Speech/Hearing Assistant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Caddie Master	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Elevator Operator	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
C.I.E. Program Assistant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Grants Support Partner	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Behavioral Specialist	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Media Specialist	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Program Assistant	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Recreation Therapist	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Senior Zookeeper	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Therapeutic Support Facilitator	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport
Behavior Specialist	<u>AM</u> Local 1522	<u>NP</u> Local 1303	<u>TCa</u> City of Bridgeport

SCHEDULE B (Page 6 of 6)

PC Support Technician	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
PC Network Engineer	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Network Engineer	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Full Time Computer Technician	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Budget Support Partner	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Dispatch Coordinator	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Schools-to-Careers Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Stable Attendant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Migratory Program Assistant	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Payroll Specialist	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport
Insurance Coordinator	<u>asm</u> Local 1522	<u>NP</u> Local 1303	<u>Tca</u> City of Bridgeport

Appendix D - Wage Tables

EFF DATE	DESCRIPTION	FULL DESC	HRS/PERIOD	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
07/01/2020	AIRPORT ATTEND	AIRPORT ATTENDANT	40	\$ 33,724	\$ 35,154	\$ 36,905	\$ 38,792		
07/01/2021	AIRPORT ATTEND	AIRPORT ATTENDANT	40	\$ 34,567	\$ 36,032	\$ 37,827	\$ 39,762		
07/01/2022	AIRPORT ATTEND	AIRPORT ATTENDANT	40	\$ 35,431	\$ 36,933	\$ 38,773	\$ 40,756		
07/01/2023	AIRPORT ATTEND	AIRPORT ATTENDANT	40	\$ 36,317	\$ 37,856	\$ 39,742	\$ 41,775		
07/01/2020	AIRPORT SERV I	AIRPORT SERVICEMAN I	40	\$ 35,843	\$ 37,727	\$ 39,618	\$ 41,500	\$ 43,388	\$ 45,400
07/01/2021	AIRPORT SERV I	AIRPORT SERVICEMAN I	40	\$ 36,739	\$ 38,670	\$ 40,608	\$ 42,538	\$ 44,472	\$ 46,535
07/01/2022	AIRPORT SERV I	AIRPORT SERVICEMAN I	40	\$ 37,658	\$ 39,637	\$ 41,623	\$ 43,601	\$ 45,584	\$ 47,698
07/01/2023	AIRPORT SERV I	AIRPORT SERVICEMAN I	40	\$ 38,599	\$ 40,628	\$ 42,664	\$ 44,691	\$ 46,724	\$ 48,891
07/01/2020	AIRPORT SERV II	AIRPORT SERVICEMAN II	40	\$ 38,469	\$ 40,494	\$ 42,513	\$ 44,543	\$ 46,566	\$ 48,719
07/01/2021	AIRPORT SERV II	AIRPORT SERVICEMAN II	40	\$ 39,431	\$ 41,507	\$ 43,576	\$ 45,656	\$ 47,730	\$ 49,937
07/01/2022	AIRPORT SERV II	AIRPORT SERVICEMAN II	40	\$ 40,416	\$ 42,544	\$ 44,665	\$ 46,798	\$ 48,923	\$ 51,185
07/01/2023	AIRPORT SERV II	AIRPORT SERVICEMAN II	40	\$ 41,427	\$ 43,608	\$ 45,782	\$ 47,968	\$ 50,147	\$ 52,465
07/01/2020	AUTO SERVICER	AUTOMOTIVE SERVICER	40	\$ 41,287	\$ 43,458	\$ 45,633	\$ 47,804	\$ 49,974	\$ 52,276
07/01/2021	AUTO SERVICER	AUTOMOTIVE SERVICER	40	\$ 42,319	\$ 44,545	\$ 46,774	\$ 48,999	\$ 51,223	\$ 53,583
07/01/2022	AUTO SERVICER	AUTOMOTIVE SERVICER	40	\$ 43,377	\$ 45,658	\$ 47,943	\$ 50,224	\$ 52,504	\$ 54,922
07/01/2023	AUTO SERVICER	AUTOMOTIVE SERVICER	40	\$ 44,462	\$ 46,800	\$ 49,142	\$ 51,480	\$ 53,816	\$ 56,295
07/01/2020	CRANE OPERATOR	CRANE OPERATOR	40	\$ 47,554	\$ 50,057	\$ 52,558	\$ 55,062	\$ 57,566	\$ 60,197
07/01/2021	CRANE OPERATOR	CRANE OPERATOR	40	\$ 48,743	\$ 51,308	\$ 53,872	\$ 56,439	\$ 59,006	\$ 61,701
07/01/2022	CRANE OPERATOR	CRANE OPERATOR	40	\$ 49,961	\$ 52,591	\$ 55,219	\$ 57,850	\$ 60,481	\$ 63,244
07/01/2023	CRANE OPERATOR	CRANE OPERATOR	40	\$ 51,210	\$ 53,906	\$ 56,600	\$ 59,296	\$ 61,993	\$ 64,825
07/01/2020	FLEET MECH	FLEET MECHANIC	40	\$ 67,351	\$ 68,803	\$ 70,250	\$ 71,830		
07/01/2021	FLEET MECH	FLEET MECHANIC	40	\$ 69,034	\$ 70,523	\$ 72,007	\$ 73,626		
07/01/2022	FLEET MECH	FLEET MECHANIC	40	\$ 70,760	\$ 72,286	\$ 73,807	\$ 75,466		
07/01/2023	FLEET MECH	FLEET MECHANIC	40	\$ 72,529	\$ 74,093	\$ 75,652	\$ 77,353		
07/01/2020	KENNELPERSON	KENNELPERSON	40	\$ 33,395	\$ 35,154	\$ 36,905	\$ 38,666	\$ 40,424	\$ 42,312
07/01/2021	KENNELPERSON	KENNELPERSON	40	\$ 34,230	\$ 36,032	\$ 37,827	\$ 39,632	\$ 41,434	\$ 43,370
07/01/2022	KENNELPERSON	KENNELPERSON	40	\$ 35,085	\$ 36,933	\$ 38,773	\$ 40,623	\$ 42,470	\$ 44,454
07/01/2023	KENNELPERSON	KENNELPERSON	40	\$ 35,962	\$ 37,856	\$ 39,742	\$ 41,639	\$ 43,532	\$ 45,565

Appendix D - Wage Tables

EFF DATE	DESCRIPTION	FULL DESC	HRS/PERIOD	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
07/01/2020	MAINT LEADMAN	MAINTENANCE LEADMAN	40	\$ 75,699					
07/01/2021	MAINT LEADMAN	MAINTENANCE LEADMAN	40	\$ 77,591					
07/01/2022	MAINT LEADMAN	MAINTENANCE LEADMAN	40	\$ 79,531					
07/01/2023	MAINT LEADMAN	MAINTENANCE LEADMAN	40	\$ 81,520					
07/01/2020	MT I GRADE I	MAINTAINER I (GRADE I)	40	\$ 33,395	\$ 35,154	\$ 36,905	\$ 38,666	\$ 40,424	\$ 42,312
07/01/2021	MT I GRADE I	MAINTAINER I (GRADE I)	40	\$ 34,230	\$ 36,032	\$ 37,827	\$ 39,632	\$ 41,434	\$ 43,370
07/01/2022	MT I GRADE I	MAINTAINER I (GRADE I)	40	\$ 35,085	\$ 36,933	\$ 38,773	\$ 40,623	\$ 42,470	\$ 44,454
07/01/2023	MT I GRADE I	MAINTAINER I (GRADE I)	40	\$ 35,962	\$ 37,856	\$ 39,742	\$ 41,639	\$ 43,532	\$ 45,565
07/01/2020	MT I GR II	MAINTAINER I (GRADE II)	40	\$ 35,843	\$ 37,727	\$ 39,619	\$ 41,500	\$ 43,388	\$ 45,400
07/01/2021	MT I GR II	MAINTAINER I (GRADE II)	40	\$ 36,739	\$ 38,670	\$ 40,609	\$ 42,538	\$ 44,472	\$ 46,535
07/01/2022	MT I GR II	MAINTAINER I (GRADE II)	40	\$ 37,658	\$ 39,637	\$ 41,624	\$ 43,601	\$ 45,584	\$ 47,698
07/01/2023	MT I GR II	MAINTAINER I (GRADE II)	40	\$ 38,599	\$ 40,628	\$ 42,665	\$ 44,691	\$ 46,724	\$ 48,891
07/01/2020	MAINTAINER II	MAINTAINER II	40	\$ 38,469	\$ 40,494	\$ 42,513	\$ 44,543	\$ 46,566	\$ 48,719
07/01/2021	MAINTAINER II	MAINTAINER II	40	\$ 39,431	\$ 41,507	\$ 43,576	\$ 45,656	\$ 47,730	\$ 49,937
07/01/2022	MAINTAINER II	MAINTAINER II	40	\$ 40,416	\$ 42,544	\$ 44,665	\$ 46,798	\$ 48,923	\$ 51,185
07/01/2023	MAINTAINER II	MAINTAINER II	40	\$ 41,427	\$ 43,608	\$ 45,782	\$ 47,968	\$ 50,147	\$ 52,465
07/01/2020	MAINTAINER III	MAINTAINER III	40	\$ 41,287	\$ 43,458	\$ 45,633	\$ 47,804	\$ 49,974	\$ 52,276
07/01/2021	MAINTAINER III	MAINTAINER III	40	\$ 42,319	\$ 44,545	\$ 46,774	\$ 48,999	\$ 51,223	\$ 53,583
07/01/2022	MAINTAINER III	MAINTAINER III	40	\$ 43,377	\$ 45,658	\$ 47,943	\$ 50,224	\$ 52,504	\$ 54,922
07/01/2023	MAINTAINER III	MAINTAINER III	40	\$ 44,462	\$ 46,800	\$ 49,142	\$ 51,480	\$ 53,816	\$ 56,295

Appendix D - Wage Tables

EFF DATE	DESCRIPTION	FULL DESC	HRS/PERIOD	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
07/01/2020	MAINTAINER IV	MAINTAINER IV	40	\$ 44,309	\$ 46,643	\$ 48,973	\$ 51,306	\$ 53,639	\$ 56,094
07/01/2021	MAINTAINER IV	MAINTAINER IV	40	\$ 45,417	\$ 47,809	\$ 50,198	\$ 52,589	\$ 54,980	\$ 57,496
07/01/2022	MAINTAINER IV	MAINTAINER IV	40	\$ 46,552	\$ 49,005	\$ 51,453	\$ 53,904	\$ 56,354	\$ 58,933
07/01/2023	MAINTAINER IV	MAINTAINER IV	40	\$ 47,716	\$ 50,230	\$ 52,739	\$ 55,251	\$ 57,763	\$ 60,407
07/01/2020	MAINTAINER V	MAINTAINER V	40	\$ 47,554	\$ 50,057	\$ 52,558	\$ 55,062	\$ 57,566	\$ 60,197
07/01/2021	MAINTAINER V	MAINTAINER V	40	\$ 48,743	\$ 51,308	\$ 53,872	\$ 56,439	\$ 59,006	\$ 61,701
07/01/2022	MAINTAINER V	MAINTAINER V	40	\$ 49,961	\$ 52,591	\$ 55,219	\$ 57,850	\$ 60,481	\$ 63,244
07/01/2023	MAINTAINER V	MAINTAINER V	40	\$ 51,210	\$ 53,906	\$ 56,600	\$ 59,296	\$ 61,993	\$ 64,825
07/01/2020	TREE CLIMBER I	TREE CLIMBER I	40	\$ 38,469	\$ 40,494	\$ 42,513	\$ 44,543	\$ 46,566	\$ 48,719
07/01/2021	TREE CLIMBER I	TREE CLIMBER I	40	\$ 39,431	\$ 41,507	\$ 43,576	\$ 45,656	\$ 47,730	\$ 49,937
07/01/2022	TREE CLIMBER I	TREE CLIMBER I	40	\$ 40,416	\$ 42,544	\$ 44,665	\$ 46,798	\$ 48,923	\$ 51,185
07/01/2023	TREE CLIMBER I	TREE CLIMBER I	40	\$ 41,427	\$ 43,608	\$ 45,782	\$ 47,968	\$ 50,147	\$ 52,465
07/01/2020	TREE CLIMBER II	TREE CLIMBER II	40	\$ 41,287	\$ 43,458	\$ 45,633	\$ 47,804	\$ 50,104	
07/01/2021	TREE CLIMBER II	TREE CLIMBER II	40	\$ 42,319	\$ 44,545	\$ 46,774	\$ 48,999	\$ 51,357	
07/01/2022	TREE CLIMBER II	TREE CLIMBER II	40	\$ 43,377	\$ 45,658	\$ 47,943	\$ 50,224	\$ 52,641	
07/01/2023	TREE CLIMBER II	TREE CLIMBER II	40	\$ 44,462	\$ 46,800	\$ 49,142	\$ 51,480	\$ 53,957	
07/01/2020	WELDER	WELDER	40	\$ 65,320					
07/01/2021	WELDER	WELDER	40	\$ 66,953					
07/01/2022	WELDER	WELDER	40	\$ 68,627					
07/01/2023	WELDER	WELDER	40	\$ 70,342					



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

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

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.

(continued on next page) 2

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

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

** Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from 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/stalect 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/stalect.

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/stalect.
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store* or Google Play™) 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/stalect.

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):

lcbia.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. 5942CTMEMABS Rev. 05/19

Anthem. 




**CONNECTICUT
PARTNERSHIP PLAN**
PRESCRIPTION DRUGS

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

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

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

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

Mandatory 90-day Supply for Maintenance Medications

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

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



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

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2020 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0-5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	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 screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 66
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years, Annual FIT, 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



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/staect
| Enhanced Dedicated Member Services: **1-800-922-2232**

Caremark (Prescription drug benefits)

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

[REDACTED]

| [REDACTED]
| [REDACTED]

*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.

Cigna Dental Benefit Summary
Employees of City of Bridgeport
Plan Renewal Date: 07/01/2020



Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

Cigna Dental PPO				
Network Options	In-Network: Total Cigna DPPO Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Maximum Reimbursable Charge	
Calendar Year Benefits Maximum Applies to: Class I, II & III expenses	\$1,000		\$1,000	
Calendar Year Deductible				
Individual	\$25		\$25	
Family	\$75		\$75	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	100% No Deductible	No Charge	100% No Deductible	No Charge
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments	80% After Deductible	20% After Deductible	80% After Deductible	20% After Deductible
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Benefit Plan Provisions:				
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 90th percentile of all provider charges in the geographic area. The dentist may balance bill up to their usual fees.			
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			
Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.			
Carryover Provision	Dental Expenses incurred and applied toward the Individual or Family Deductible during the last 3 months of the calendar year will be applied toward the next year's Deductible.			
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.			
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.			

Oral Health Integration Program (OHIP)	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Missing Tooth Limitation	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 24 months; thereafter, considered a Class III expense.
Oral Evaluations	2 per calendar year
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy
Fluoride Application	1 per calendar year for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 14
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Inlays, Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;	
Periodontics: bite registrations; splinting;	
Prosthodontic: precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;	
Implants: implants or implant related services; Orthodontics: orthodontic treatment;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;	
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs	
Charges in excess of the Maximum Reimbursable Charge.	

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

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**A LOOK AT YOUR
VSP VISION COVERAGE**

**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.



**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.

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

<p>EXTRA \$20 +</p> <p>TO SPEND ON FEATURED FRAME BRANDS*</p> <p>bebe CALVIN KLEIN COLE HAAN FLEXON LACOSTE  NINE WEST</p> <p>SEE MORE BRANDS AT VSP.COM/OFFERS</p>	<p>UP TO 40%</p> <p>SAVINGS ON LENS ENHANCEMENTS</p> 
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Enroll today.
Contact us: **800.877.7195** or vsp.com

YOUR VSP VISION BENEFITS SUMMARY

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

PROVIDER NETWORK:

VSP Signature



EFFECTIVE DATE:

01/01/2020

BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP PROVIDER			
WELLVISION EXAM	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness 	\$20	Every 12 months
PRESCRIPTION GLASSES		\$30	See frame and lenses
FRAME	<ul style="list-style-type: none"> \$105 allowance for a wide selection of frames \$125 allowance for featured frame brands 20% savings on the amount over your allowance \$60 Costco® frame allowance 	Included in Prescription Glasses	Every 24 months
LENSES	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children 	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements 	\$50 \$80 - \$90 \$120 - \$160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	<ul style="list-style-type: none"> \$105 allowance for contacts and contact lens exam (fitting and evaluation) 15% savings on a contact lens exam (fitting and evaluation) 	\$0	Every 12 months
DIABETIC EYECARE PLUS PROGRAM™	<ul style="list-style-type: none"> 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	<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details. 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. <p>Routine Retinal Screening</p> <ul style="list-style-type: none"> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam <p>Laser Vision Correction</p> <ul style="list-style-type: none"> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor 		

YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

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.

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SIDE LETTER RE: 9293-MBA-410

**MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME, LOCAL 1303-468
AND CITY OF BRIDGEPORT**

DATED: April _____, 2022

The decision of the State Board of Mediation and Arbitration Labor Department Case No. 9293-MBA-410, dated February 16, 1995 entitled in the Matter of the City of Bridgeport and AFSCME, Council 4, Local 1522 is hereby incorporated by reference into this Agreement for AFSCME 1303-468, dated July 1, 2020 to June 30, 2024.

FOR THE CITY

FOR THE UNION

Eric Amado
Labor Relations Director

Patrick Sampson, Staff Representative
AFSCME, Council 4

Ronald Lupica, President
AFSCME, Local 1303-468



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERK'S OFFICE
22 SEP 2022
PH 3:47
ATTEST
CITY CLERK
Ernest E. Newton, II

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 120-21

Submitted by Councilmember(s): Scott Burns

Co-Sponsors(s): Tyler Mack Aidee Nieves Matt McCarthy Ernest E. Newton, II

District: 130TH

Subject: Resolution to create a capital projects reporting system for public use

Referred to: Budget and Appropriations Committee

City Council Date: September 19, 2022

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Whereas the Bridgeport City Council is empowered by both charter (Section 3.04.020) and ordinance (Ch. 10, Section 1.a), to authorize the bonding and debts for public works and improvements for the City in accordance with C.G.S. 7-369;

Whereas the City of Bridgeport recently received increases from two of three credit ratings agencies that track city finances;

Whereas the trends in public financing lean further and further towards transparency and public access;

Whereas many Connecticut municipalities vet their capital planning process through multiple agencies or boards;

Whereas Bridgeport's capital process receives less scrutiny than other municipalities, particularly those of similar size;

Whereas improved capital reporting will inspire greater confidence in the general public, elected officials here in the city and elsewhere, potential private investors, and others;

Whereas certain bonds have gone unused for periods time beyond their initial intended use, thus costing taxpayers money and leading to a misalignment of funding and project completion and in contradiction of the mandates of Section 3.04.020 in terms of oversight and execution of capital improvements;

Whereas the residents of Bridgeport deserve more professionalized planning and execution of capital plans and projects;

Whereas strategic and transparent management of capital funds is a foundational element of efficient municipal finances;

Whereas GFOA (Government Finance Officers Association) recommends a series of 'best practices' that should drive the planning, implementing, and monitoring of capital budgeting;

Be it resolved:

That, in conjunction with the City Council, the City of Bridgeport Departments of Finance and Policy Management will craft policies to be enacted via ordinance no later than March 1, 2023 to address deficiencies in capital project management, reporting, and monitoring;

That such policies shall include fundamental information such as the current amount of capital funds per department, lists of active projects, and sources of non-capital funds for such projects;

That projects will be detailed with information such as specific descriptions and justifications thereof; broadly defined purposes; cumulative notations of allocations, encumbrances, expenditures, unspent funds, and projected surplus or deficit;

That such reports shall be made publicly available at least semi-annually.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 126-21

Submitted by Councilmember(s): Aidee Nieves Tyler Mack Scott Burns Ernest E. Newton Jorge Cruz Sr. Maria I. Valle AmyMarie Vizzo-Paniccia

Co-Sponsors(s): Choose an item.

District: 137TH

Subject: Proposed Amendments to Code to Amend Ch. 2.92 - Fair Housing Commission.

Referred to: Ordinance Committee

City Council Date: September 19, 2022

SECTION II RESOLUTION (PLEASE TYPE BELOW)

FAIR HOUSING COMMISSION

WHEREAS, the Bridgeport City Council has proposed the “Council Initiative to Revitalize Bridgeport” which will help modernize and redevelop our city for generations to come. The council initiative includes housing equality proposals for Bridgeport’s taxpayers which is the purpose for this ordinance amendment; and

NOW, THEREFORE, BE IT ORDAINED By the City Council of the City of Bridgeport: Chapter 2.92 of the Municipal Code of Ordinances – Fair Housing Commission - is hereby amended as per the attached Exhibit A, with such amendment to be effective immediately.

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTEST CITY CLERK 22 SEP 14 PM 3:59 RECEIVED CITY CLERKS OFFICE
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required Yes No

Details Public Hearing Ordered on: _____
 CT Post Publication Date(s): _____
 Public Hearing Held on: _____

Date _____

SECTION V AMENDMENTS/EXHIBITS

Choose an item. Yes No **Date:** _____



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item. _____

Yes No

Date: _____

Choose an item. _____

Yes No

Date: _____

Choose an item. _____

Yes No

Date: _____

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item. _____

Yes No

Date: _____

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)

RECEIVED
CITY CLERKS OFFICE
22 SEP 14 PM 3:59
ATTES
CITY CLERK

Chapter 2.92 FAIR HOUSING COMMISSION

2.92.010 Created.

There shall hereafter be a fair housing commission whose purpose shall be to function at the municipal level to meet state and federal requirements for equal opportunity in housing.

(Prior code § 16-111)

2.92.020 Powers and duties.

- A. The fair housing commission, hereinafter known as the commission, shall implement the fair housing plan, as created, and amended from time to time, by the common council, as follows:
1. Construct and present to the common council a fair housing ordinance;
 2. Work and participate with neighboring towns in the creation and continuation of policies to eliminate housing discrimination;
 3. Analyze discriminatory practices in housing, and establish educational activities regarding equal housing opportunities, and provide information on housing to all citizens of the city;
 4. Secure area-wide marketing agreements which will encourage equal housing opportunities;
 5. Identify and eliminate practices, public or private, to the extent allowed by law, which obstruct access to housing through discrimination.
- B. In addition thereto, the commission shall, from time to time as may be necessary to fulfill its purpose as stated in Section 2.92.010, propose to the common council amendments to the fair housing plan. The commission shall annually submit its findings and a report on its activities for the preceding year to the community development committee of the common council. At the same time the commission shall submit to the common council its proposals for amendments to and implementation of the fair housing plan in the succeeding year. Within thirty (30) days of submission of said proposals, the common council shall accept the same or amend or reject the same. This commission shall have jurisdiction over the housing opportunity services office with the office of development administration.

(Prior code § 16-112)

2.92.030 Members.

The commission shall consist of ~~five~~ three regular members and two alternate members, appointed by the mayor and/or the President of the City Council for the City of Bridgeport, with approval of the common council, with minority representation as determined under Section 9-167a Connecticut General Statutes. Such alternate members shall, when seated as provided in this chapter, have all the powers and duties of regular members. The regular members and alternate members of such commission shall be electors and residents of the city. In addition, the president of the common council and the mayor shall serve as ex officio members of the commission, not entitled to vote unless otherwise specified in this chapter. In July of 1977 regular members of such commission shall be appointed, one to serve for one year, two for two years, two for three years, and one of the original alternate members to serve for one year, and one for two years, such terms effective upon appointment; and thereafter, each new regular member and alternate member shall be appointed for a term of three years from the

first day of July next succeeding. The common council may, by a majority vote, remove any member of said board for cause. The commission shall annually, in July elect a chairperson, vice-chairperson and secretary from among its regular membership.

(Prior code § 16-113)

2.92.040 Subcommittees.

The chairperson may reduce the membership into subcommittees to discuss and investigate particular matters relevant to the function of the commission.

(Prior code § 16-114)

2.92.050 Clerk.

~~The fair housing project manager shall serve as clerk to the commission.~~ The clerk to the commission shall be staffed by a project manager in the Health Department and/or Public Facilities Department.

(Prior code § 16-115)

2.92.060 Vacancies on commission.

Any vacancies occurring among the regular or alternate membership shall be filled within thirty (30) days by the mayor and/or the President of the City Council for the City of Bridgeport, with approval of the common council.

(Prior code § 16-116)

2.92.070 Quorum.

The presence of three regular or alternate members, exclusive of the mayor and president of the common council, shall constitute a quorum for the transaction of business.

(Prior code § 16-117)

2.92.080 Meetings.

The commission shall meet regularly once a month, and in addition thereto, as often as required to implement the fair housing plan. The clerk shall notify all regular members and alternate members of all regular and special meetings in accordance with the appropriate sections in the Connecticut General Statutes. It shall be the duty of the clerk to compile the agenda, which agenda shall be forwarded to all regular and alternate members, and the office of the city clerk, no less than five calendar days prior to each regular meeting. Requests for inclusion on the agenda shall be submitted in writing no less than seven calendar days prior to the next regular meeting. This provision shall not apply to special meetings, duly called.

(Prior code § 16-118)

2.92.090 Voting.

All regular members shall be empowered to cast one vote on any matters pending before the commission. In the event of the absence of one or more regular commission members during the course of a regular or special meeting the chairperson shall select one or more alternates, then present, to sit at said meeting. During that meeting, only, said alternate member or alternate members shall perform the powers and duties of a regular member. Voting on all matters shall be by voice vote unless any regular member requests a roll call vote. No member of the commission or subcommittees shall vote or act by proxy. In the event of a tie vote an ex officio member of the commission, not otherwise empowered to vote, shall be empowered to cast the determining vote in the following order: the mayor, in his absence, the president of the common council.

(Prior code § 16-119)

2.92.100 Removal from office.

Any regular member or alternate member of the commission who does not attend four consecutive regular meetings of the commission may be removed, without cause, from the commission in the following manner: after three consecutive absences the chairperson shall direct the clerk, forthwith, to issue a written warning, by certified mail, to the last known address of the absent member or members. If such member fails to attend the next regular meeting, the chairperson shall thereafter advise the mayor that such member has been removed from the commission.

(Prior code § 16-120)

2.92.110 Staff appointments.

The fair housing project manager shall be appointed by the commission. All other staff members shall be hired by the fair housing project manager, subject to the approval of the commission. Staff members may be terminated by the fair housing project manager, after notice and an opportunity for review by the commission.

(Prior code § 16-121)

2.92.120 Bylaws.

The commission may establish bylaws governing its procedure, not hereinbefore set forth, and not inconsistent with this division.

(Prior code § 16-122)



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	127-21		
Submitted by Councilmember(s):	Aidee Nieves Tyler Mack Scott Burns. Ernest E. Newton Jorge Cruz Sr. Maria I. Valle AmyMarie Vizzo-Paniccia		
Co-Sponsors(s):	Choose an item.		
District:	137TH		
Subject:	Proposed Amendments to Code Amend Ch.		
Referred to:	Ordinance Committee 2.94-Fair Rent Commission		
City Council Date:	September 19, 2022		

RECEIVED
 CITY CLERKS OFFICE
 22 SEP 14 PM 4:00
 ATTEST
 CITY CLERK

SECTION II RESOLUTION (PLEASE TYPE BELOW)

FAIR RENT COMMISSION

WHEREAS, the Bridgeport City Council has proposed the "Council Initiative to Revitalize Bridgeport" which will help modernize and redevelop our city for generations to come. The council initiative includes housing equality proposals for Bridgeport's taxpayers which is the purpose for this ordinance amendment; and

NOW, THEREFORE, BE IT ORDAINED By the City Council of the City of Bridgeport: Chapter 2.94 of the Municipal Code of Ordinances – Fair Rent Commission - is hereby amended as per the attached Exhibit A, with such amendment to be effective immediately.

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)

Chapter 2.94 FAIR RENT COMMISSION

2.94.010 Purpose.

Pursuant to and in conformity with Sections 7-148b through 7-148f of the Connecticut General Statutes, there is created a commission known as the fair rent commission for the purpose of regulating and eliminating excessive rental charges on residential property within the city. This chapter is enacted in recognition of the compelling need for rent stabilization for the duration of a severe housing shortage in the city.

(Prior code § 16-131)

2.94.020 Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

"Commission" means the fair rent commission of the city.

"Housing accommodation" means any building or structure, wholly or in part, containing living quarters occupied or fairly intended for occupancy as a place of residence, and including any land or building appurtenant thereto, except the following:

1. A hospital, convent, monastery, asylum, public institution operated exclusively for charitable or educational purposes;
2. Any housing accommodations owned and operated by the United States, the state of Connecticut, the housing authority of the city, the city or by any agency or political subdivision of said governmental entities;
3. Housing accommodations exempted by Section 7-148b of the Connecticut General Statutes, as amended;
4. Any building or structure which contains three units or less at least one of which is occupied by the owner of said building or structure.

"Landlord" means any person who leases, subleases, rents or permits the occupancy of any housing accommodation, including a person who manages a housing accommodation owned by someone else.

"Rent or rental charges" means any consideration, monetary or otherwise, including any bonus, benefit or gratuity, demanded or received, for the use or occupancy of any housing accommodations.

"Tenant" means any person who leases or rents, whether by written or oral lease, any housing accommodation, as a residence for himself/herself and/or his or her immediate family.

"Liaison of the City Council" means a member of the City Council of the City of Bridgeport, serving as a reporter to and from the City Council of the City of Bridgeport.

(Prior code § 16-132)

2.94.030 Membership.

- A. The fair rent commission shall consist of ~~five members, and three alternates~~, three members, and two alternates all of whom shall be resident electors of the city. Of the ~~five~~ three members, at least ~~two~~ one shall

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be a landlords and ~~two~~ one shall be a tenants. Among the alternates at least one shall be a landlord and one shall be a tenant and the remaining alternate shall be neither.

- B. In addition, not more than ~~three~~ two of said members and ~~two~~ one of said alternates shall be registered members of the same political party. The members and alternates shall be appointed by the mayor and/or the President of the City Council for the City of Bridgeport, subject to approval by the common council. The commission shall elect from its members a chairman and a vice-chairman. The common council may, by two-thirds vote, remove any member of the commission for cause.

(Prior code § 16-133)

2.94.040 Members' terms.

The initial members of the commission shall be appointed for terms which shall commence as of the date of their appointment and end on the date set forth below:

Term	Members	Alternate
Ending one year from enactment of ordinance codified in this chapter	one	one
Ending two years from enactment of ordinance codified in this chapter	Two <u>one</u>	one
Ending three years from enactment of ordinance codified in this chapter	two <u>one</u>	one

Thereafter, each appointment shall be for a term of three years. In the event of the death, resignation or inability to serve on the part of any members of the commission or alternate, a successor shall be appointed to fill the unexpired term of the member or alternate as set forth in Section 2.94.030 of this chapter. If a regular member of the commission is absent, the chairman of the commission shall designate one of the three two alternates to act in ~~his~~ their place. The chairman shall choose the alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such facts shall be recorded in the minutes of the meeting.

(Prior code § 16-134)

2.94.050 Staff.

The commission may employ a director to be appointed by the mayor/or the President of the City Council for the City of Bridgeport, with the approval of the common council to keep its records, to handle any correspondence, to supervise and direct the administration of this chapter, and generally to perform such other functions as may be assigned by the commission. Additional employees as the commission deems necessary to effect the provision of this chapter may be hired. Upon request, assistance from other municipal agencies shall be reasonably available to the commission.

(Prior code § 16-135)

2.94.060 Quorum and procedures.

A quorum for any hearings or meetings of the commission shall consist of ~~three~~ two members, or their alternates, and shall be empowered to conduct said hearings and render orders and decisions pursuant thereto. The commission shall conduct regular meetings to transact whatever business is before said commission. The commission shall determine the time, date and place of said meetings and shall announce the same at least twenty-four hours in advance of said meetings.

(Prior code § 16-136)

2.94.070 Powers.

Pursuant to Sections 7-148b through 7-148-e, Connecticut General Statutes, the commission shall have the following powers:

- A. To make such studies and investigations into rentals charged for housing accommodations within the city as it deems appropriate to carry out its responsibilities under this chapter;
- B. To receive complaints, inquiries and other communications concerning alleged excessive rental charges in housing accommodations within the city;
- C. To conduct hearings on complaints or requests for investigations submitted to it by any tenant or any landlord. One week notice by registered or certified mail, postage prepaid shall be given to the parties involved in such complaint. If any notice is returned without having been delivered, the commission may arrange for service by a deputy sheriff, constable of the city or indifferent person in the same manner as is provided in the General Statutes of the state for services of process in a civil action;
- D. To request the assistance of any department of the city government, including any available records, information or expert witness which the department may have in its employ;
- E. To hire or retain any expert real estate appraisers or other competent experts to advise it;
- F. To administer oaths;
- G. To subpoena witnesses and compel their attendance at said hearings and to compel the production of any books or documents relating to any matter before the commission;
- H. To determine, after a hearing, whether the rent for any housing accommodation is so excessive as to be harsh and unconscionable;
- I. To order a reduction of any excessive rent which is deemed to be harsh and unconscionable (as determined according to standards described in Section 2.94.080) to an amount the commission considers fair and equitable. However, the commission shall not have the power to waive any rent which has become due prior to the filing date of the complaint. In its discretion the commission may make the order retroactive to the date of the tenant's complaint. Such order shall be in effect for a period of one year from its effective date, except if the commission shall, pursuant to a subsequent petition by the landlord or tenant at any time, order that the rent be changed;
- J. To dismiss a complaint;
- K. To continue, review, amend, terminate or suspend all its orders and decisions;
- L. 1. If the commission determines after a hearing that a housing accommodation fails to comply with the city's housing code laws or any state or city statute or regulation relating to health and safety, the commission may order the tenant to pay the fair and equitable rent, as determined by the commission, to the commission.

2. The commission shall hold such rent in an escrow account, as provided in this chapter, until the landlord makes such repairs as are required to bring the housing accommodation into compliance with such laws, statutes or regulations.
 3. If the landlord shall have corrected such violations after the order reducing the rent, and if the rent had been reduced solely because of such violations, the landlord may petition the commission for the reinstatement of the original rent and for the payment to him/her of the rent held in the escrow account.
 4. If the landlord shall have corrected such violations after the order for reducing the rent, but the rent had not been reduced solely because of such violations, the landlord may petition the commission for an order fixing a fair and equitable rent for such housing accommodation in light of its condition at the time of the landlord's petition, and for the payment to him of the rent held in the escrow account.
 5. In any case arising under this subsection, upon reasonable determination of the commission, the original rent or such fair and equitable rent as determined by the commission, may be ordered into effect retroactive at the discretion of the commission, to the date of the petition for reinstatement. No such reinstatement shall be effective until after a hearing is held by the commission in accordance with the provisions of subsection C of this section;
- M. To deposit into the escrow account rent paid to the commission by tenants when their landlord refuses to accept it or the landlord requests in writing that the commission hold the rent until the complaint or claim can be resolved either through mediation or hearing;
- N. To establish an escrow account with a local bank or financial institution into which it shall deposit all rents or other funds paid to it pursuant to subsections L, M and N of this section. If rent is deposited into the escrow account pursuant to subsection L, such funds shall be released to the landlord if: (1) he shall be successful in an appeal to the court or (2) if the commission shall order such release after petition in accordance with subsection L of this section. If rent is deposited into the escrow account pursuant to subsection M or N of this section, such funds shall be withdrawn from the escrow account and paid to the landlord upon written request from the landlord;
- O. Interest earned on said escrow account shall be awarded to the landlord;
- P. To require the city attorney to institute, and the city attorney shall then institute, an action in any court of equity for either a temporary or final injunction, restraining violation of or directing compliance with any order made pursuant to any provision of this chapter. Such direction to the city attorney shall be written by the chairman of the commission or by his designee upon the majority vote of the commission;
- Q. Attempt through its director, through the process of conciliation and negotiation between a tenant and a landlord, to arrive at a rental agreement which is mutually acceptable to said tenant and landlord before initiating the formal hearing process.

(Prior code § 16-137)

2.94.080 Standards.

In determining whether a rental charge is so excessive, with due regard to all circumstances, as to be harsh and unconscionable, a fair rent commission shall consider such all factors set forth in Section 7-148c of the Connecticut General Statutes, as amended.

(Prior code § 16-138)

2.94.090 Procedures.

- A. Pending a determination by the fair rent commission, the tenant shall pay to the landlord the last agreed-upon rent prior to the bringing of a complaint to this commission.
- B. All proceedings shall continue regardless of the fact that a tenant may quit housing accommodation in question and notwithstanding any attempt, successful or otherwise, to evict said tenant. No sale, assignment or transfer of housing accommodation in question shall be cause for discontinuing any pending proceeding, nor shall it affect the rights, duties and obligations of the commission or the parties thereto.
- C. Any person aggrieved by any order of the commission may appeal to the superior court, such appeal to be taken within thirty days after the rendering of the order in question. Any such appeal shall be considered a privileged matter with respect to the order of trial.

(Prior code § 16-139)

2.94.100 Eligibility to file complaint.

- A. Any tenant, except those who live in a building or structure exempt under the definition of "housing accommodation" in Section 2.94.020 of this chapter, shall be eligible to file a complaint with the commission. It shall be a defense to any complaint before the commission that the tenant is in violation of Section 101-26 of the Bridgeport housing and commercial code entitled "Tenant's responsibilities" or is otherwise responsible for damages to the landlord's premises, other than ordinary wear and tear. If the commission finds, after a hearing, that the tenant is responsible for such damages, other than ordinary wear and tear, it shall not make a determination in regard to such complaint until such time as the tenant has paid into escrow with the commission an amount sufficient to pay for such damages, as determined by the commission.
- B. The commission shall not conduct a hearing on any complaint of a tenant who it finds is delinquent in their rent. In addition, the commission has the power to dismiss a complaint if it is determined that the tenant who is bringing the complaint is doing so for the purpose of harassing, annoying or embarrassing the landlord, or is using the procedures of the commission in an attempt to defeat a summary process action.

(Prior code § 16-140)

2.94.110 Violation—Penalties.

Any person who shall violate any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect, or any other provision of this chapter or any person who shall refuse to obey any subpoena, order or direction of the commission pursuant thereto shall be fined not less than twenty-five dollars nor more than one hundred dollars for each such offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter. No action shall be taken on any such violation by the prosecuting authorities of the city except upon written complaint of the chairman of the commission or his designee.

(Prior code § 16-141)

Item# *107-21 Consent Calendar

Resolution regarding the 2022 "Fourth" Round of City Sidewalk Repair Pilot Program.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: September 19, 2022

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed :

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. *107-21 Consent Calendar

2022 Fourth Round of City Sidewalk Repair Program List of Repairs

RESOLUTION

WHEREAS, numerous sidewalks in the City of Bridgeport {"City"} are in varying states of disrepair; and

WHEREAS, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

WHEREAS, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

WHEREAS, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

WHEREAS, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

WHEREAS, on May 1, 2017, the City Council passed a resolution which stated:

NOW, THEREFORE, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby RESOLVED by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property (ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *107-21 Consent Calendar

-2-

WHEREAS, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and

WHEREAS, the City has compiled the fourth list which is attached hereto and made a part hereof as Exhibit A.

NOW THEREFORE, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby

RESOLVED, BY THE CITY COUNCIL, that the City proceed with the repairs set forth in Exhibit A; and it is further

RESOLVED, that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for the actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.

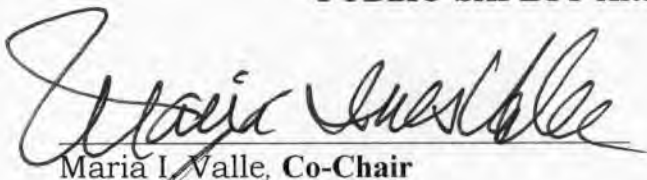


City of Bridgeport, Connecticut
Office of the City Clerk

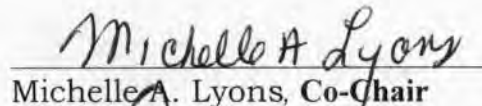
Report of Committee on **Public Safety and Transportation**
Item No. *107-21 Consent Calendar

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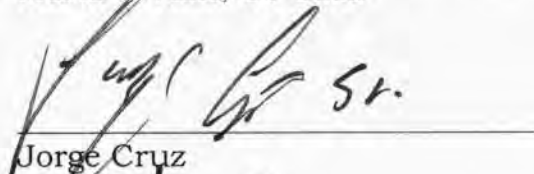
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION



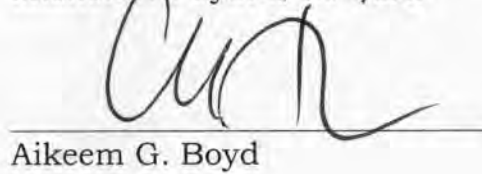
Maria I. Valle, Co-Chair



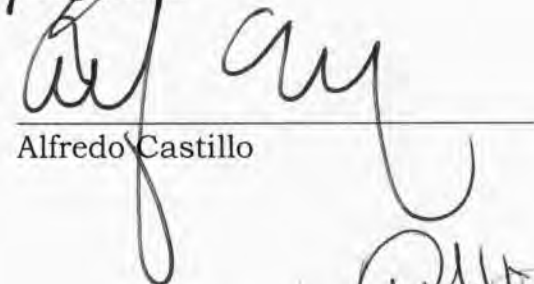
Michelle A. Lyons, Co-Chair



Jorge Cruz

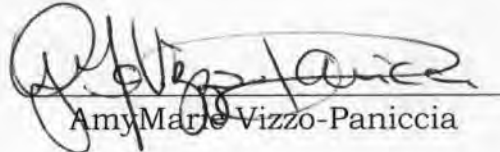


Aikeem G. Boyd



Alfredo Castillo

Vacant



AmyMarie Vizzo-Paniccia

EXHIBIT A

SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES
Submitted for City Council Review and Referral to Committee - July 27, 2022

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
425	Beechwood Avenue	06604	Guillermo V. and	Enith Ruiz	\$1,906.50	\$1,906.50	\$3,813.00
30	Blackman Place	06604	Wapple	Baker	\$3,335.00	\$3,335.00	\$6,670.00
780	Cleveland Avenue	06604	Fannie	Hamilton	\$3,151.50	\$3,151.50	\$6,303.00
175	Easton Street	06604	Adrien and Vickie	Merveille	\$3,318.50	\$3,318.50	\$6,637.00
191	Ellsworth Street	06605	Douglas Laveitst &	Mionnay McKee	\$2,702.50	\$2,702.50	\$5,405.00
350	Ezra Street	06606	Carlos A.	Yanez	\$2,569.50	\$2,569.50	\$5,139.00
810	Grand Street	06604	Kenneth A. Parra &	Jassiel D. Medina	\$10,929.00	\$10,929.00	\$21,858.00
99	Grant Street	06610	Stuart	Angus	\$13,375.50	\$13,375.50	\$26,751.00
509	Laurel Avenue	06605	Donald and Margie	Darling	\$4,104.50	\$4,104.50	\$8,209.00
96	Laurel Place	06604	Thierry & Jedidah L.	Thesatus	\$3,555.00	\$3,555.00	\$7,110.00
58	North Bishop Avenue	06610	Victor R.	Mercado	\$3,506.00	\$3,506.00	\$7,012.00
43	Park Terrace	06604	Paul & Christoph	Yasutake	\$2,801.50	\$2,801.50	\$5,603.00
485	Savoy Street	06606	Gina D.	Phillips	\$3,844.00	\$3,844.00	\$7,688.00
263	Wells Street	06606	Paulette Dixon and	Shorrol Pitt	\$3,188.00	\$3,188.00	\$6,376.00
685	William Street	06608	Minnett Y.	Buchanan	\$4,289.00	\$4,289.00	\$8,578.00

Item# *108-21 Consent Calendar

Grant Submission: U.S. Department of Justice FY
2022 Edward Byrne Memorial Justice Assistance
Grant (JAG) Program. (#23312)



Report
of
Committee
on

Public Safety and Transportation

City Council Meeting Date: September 19, 2022

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed : _____

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. *108-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
U.S. Department of Justice
FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
(#23312)**

WHEREAS, the **U.S. Department of Justice** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **FY 2022 Edward Byrne Memorial Justice Assistance (JAG) Grant**; and

WHEREAS, the JAG funding is a statutory formula allocation based on crime and population for the purpose of improving the functioning of the criminal justice system, with emphasis on violent crime and serious offenders, which may include the purchase of equipment, training, and information systems; and

WHEREAS, funds under this grant will be used to support and improve law enforcement response; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **U.S. Department of Justice** to acquire much needed equipment that will support the department's operations.

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 **U.S. Department of Justice** for the purpose of its **FY 2022 Edward Byrne Memorial Justice Assistance (JAG) Grant**.
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 **U.S. Department of Justice** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *108-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, Co-Chair

Michelle A. Lyons, Co-Chair

Jorge Cruz

Aikeem G. Boyd

Alfredo Castillo

Vacant

Amy Marie Vizzo-Paniccia

Item # *119-21 Consent Calendar

Black Rock Senior Center Licensing Agreement with The Frank Habansky Food Pantry Inc.



Report
of
Committee
on
Contracts

City Council Meeting Date: September 19, 2022

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please note: Mayor did not sign Report.

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City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.


The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

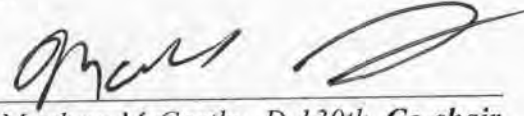
Item No. *119-21 Consent Calendar


NOW THEREFORE BE IT RESOLVED that:

1. The Mayor or his designee is authorized and empowered to execute on behalf of the City the proposed Black Rock Senior Center Licensing Agreement with The Frank Habansky Food Pantry Inc for the period ending September 30, 2023.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

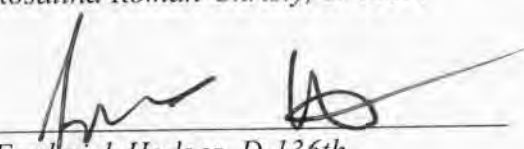

Jeanette Herron, D-133rd, Co-chair

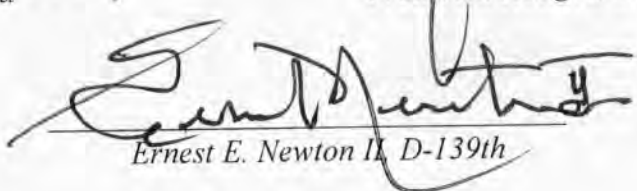

Matthew McCarthy, D-130th, Co-chair


Jorge Cruz, Sr., D-131st


Rosalina Roman-Christy, D-135th


Rolanda Smith, D-132nd


Frederick Hodges, D-136th


Ernest E. Newton II, D-139th

City Council Date: September 19, 2022

BLACK ROCK SENIOR CENTER LICENSING AGREEMENT

THIS AGREEMENT is made by and between the **City of Bridgeport**, a municipal corporation, with a principal place of business at **45 Lyons Terrace, Bridgeport, Connecticut 06604**, together with its Department of Public Facilities, (collectively the "Licensor" or "City") and

The Frank Habansky Food Pantry Inc., a 501(c)(3) organization incorporated under the Laws of the State of Connecticut **dba Black Rock Food Pantry**, with a mailing address at **29 Eames Blvd, Bridgeport, CT 06605-3606, Connecticut**, hereinafter referred to as "Licensee". The Licensor and Licensee are collectively referred to herein as "the Parties".

WHEREAS, the Licensor desires to provide a food pantry at Black Rock Senior Center, 2676 Fairfield Ave, Bridgeport, Connecticut (the "Premises"); and

WHEREAS, the Licensee has been providing food pantry services in the facilities of local organizations for over ten years in Bridgeport, Connecticut; and

WHEREAS, it has been determined by the Licensor that it will be in the best interest of both Parties to memorialize their relationship with a written agreement; and

WHEREAS, the Licensor has agreed to permit the Licensee to enter upon and use the Premises in order to operate, therein and thereon, a food pantry service as further described in Exhibit A; and

WHEREAS the Licensee agrees to enter upon the Premises and perform such Services at its sole cost, expense and liability, subject to the terms and conditions set forth herein; and

NOW THEREFORE, for valuable consideration and mutual promises, covenants and agreements contained herein, it is agreed as follows:

1. **Right of Entry. Term.** The Licensor does hereby agree to provide the Licensee with access to the Premises for the purposes of providing a food pantry (the "**Service**") at the Premises at the Licensee's sole risk and liability for the purposes set forth herein. Such Services are set forth and described in **Exhibit A** attached hereto and incorporated herein. The Agreement shall commence upon the last date of execution of this Agreement and shall continue in full force and effect until September 30, 2023, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**").

Licensee shall be entitled to operate and provide the Services directed herein on the days that Licensor is open for business in accordance with the Schedule provided by Licensee which is attached hereto as **Exhibit B**.

a. **Extension Option.** The Licensor shall have the right to renew the Term for an additional five (5) years upon providing the Licensee with notice of its intent to renew within ninety (90) days of the expiration of the Term.

2. **License Fee.** INTENTIONALLY OMITTED.

3. **Scope of Activity. Operations. Management.** The Licensee may enter upon the Premises during the Term of this Agreement for the purposes of performing the Services. Licensee's activities on the Premises shall be performed only in those areas approved in advance by Licensor or its authorized consultant. At all times of Licensee's use of the Premises pursuant to this Agreement, it shall comply with all laws related to its entry upon and activities at the Premises.

Licensee is not permitted to cook inside the Premises.

Licensee will be responsible for providing all necessary equipment, supplies and staff to successfully operate the concession during the term of the contract. Notwithstanding the foregoing, Licensee shall be permitted to use Licensor's two stand alone freezers, one stand alone refrigerator and one combination refrigerator/freezer.

Licensee shall comply with all of the City's Health Department requirements for operating the food pantry and shall obtain and pay for all of the necessary licenses. This includes meeting all of the State and local food service regulations, and passing subsequent inspections.

Licensee will not be permitted to offer or sell alcoholic beverages at any time.

Licensee is not permitted to install any vending machines at either concession stand or anywhere else on the Premises.

The selling and/or advertisement of cigarettes, cigars, and other tobacco products is strictly prohibited. Licensee is required to adhere to and enforce this policy.

Licensee, its managers, and its staff shall be responsible for the management of the operation of the food pantry and shall devote time and effort as may be required to provide the services described herein in a consistent manner, and with a level of quality in both goods and services, that is in the best interest, and serves the needs of the City and the general public.

Licensee shall conduct interviews and background checks on all personnel. The Licensee shall require each staff member to be identified with a photographic identification card brandishing their name, which shall be work in a conspicuous area on the outside of the employee's clothing, so that it is obvious and noticeable to the public. The Licensee shall be held responsible for the actions of its employees and its agents that result in complaints against them, or the Licensee and/or result in civil or criminal prosecutions.

Licensee is required to abide by all rules and regulations pertaining to the loading and unloading of goods and merchandise; storage and disposal of garbage; refuse and recyclables; mobile carts; signage; odors and fumes; merchandise placement; employee parking and fire suppression devices.

4. Condition of Premises and Maintenance. All equipment, except the items identified in the Licensee Equipment List which is attached hereto as **Exhibit C**, belongs to the City. Any additional equipment and provision needed for Licensee to operate at the Premises shall be the responsibility of the Licensee.

Licensee, after inspection of the Premises, will accept the location "as is" in its present condition, and understanding the recent renovations to the Premises, will keep the Premises in good working order and appearance.. The Licensee shall not direct any deterioration or waste to be committed at the Premises and shall not direct any improvements or installation of any fixtures. The Licensee will be responsible to ensure that the interior operations meet all City Health Department standards. The labor and EOC laws of the State of Connecticut will dictate the rules, regulations, and restrictions relating to the Licensee's staff.

The City provides daily maintenance and custodial workers at the Premises. The City will be responsible for structural repairs and to repair damage caused by its elected officials, officers, department heads, employees, agents, servants at the Premises. Similarly, Licensee shall be responsible for the repair of damage caused by its employees, agents or volunteers.

In an emergency, Licensee should contact the police or fire department.

Upon expiration of the term, or the earlier termination of this Agreement by the City, the Licensee shall be required to restore the Premises to the condition required by this Agreement which, at minimum, shall be the physical condition in which they existed at the time of commencement of this Agreement.

5. Prohibited Games and Machines. INTENTIONALLY OMITTED.

6. Security. INTENTIONALLY OMITTED.

7. Indemnification and Insurance.

A. **Indemnification.** The Licensee agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the Premises or other property, and costs of every kind and description arising from entry upon the Premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, and/or property damage caused by the Licensee, **except** that the Licensee shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents, or their predecessors in interest in the Premises.

B. Insurance requirements:

(1) The following insurance coverage is required of the Contractor who shall ensure that the City is named as additional insured by policy endorsement with notice of cancellation by policy endorsement in the same manner. The Contractor shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim. **This requirement shall not apply if Licensee has no employees.**

(2) General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers **BY POLICY ENDORSEMENT** not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this agreement.

Additional insured—The Contractor will arrange with its insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all liability policies of primary and excess insurance coverages as additional insured parties **BY POLICY ENDORSEMENT** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

**"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor Bridgeport,
Connecticut 06604"**

8. **Remedies For Default.** If, after the Licensee has entered the Premises pursuant to this Agreement, the Licensee fails for any reason to perform the Services or otherwise continues a default after ten (10) days of written notice from the Licensor, the Licensee shall immediately remove itself from the Premises and be liable for all costs and expenses, including attorneys' fees, incurred by the Licensor in removing Licensee and/or any or all of its property remaining on the Premises.

9. **Resolution of Disputes and Choice of Law.** The parties agree that all disputes that cannot be resolved by informal discussion between the parties, within thirty (30) days after a dispute arises, shall be resolved by a court of competent jurisdiction in Fairfield County, Connecticut.

10. **Right to Inspect Books.** INTENTIONALLY OMITTED

11. **Guarantee of Performance.** INTENTIONALLY OMITTED.

12. **Assignment and Subletting.** Licensee shall not assign the Agreement or sublet any part of the Premises without the Licensor's prior written consent and approval of the Licensor, in its sole and absolute discretion.

13. **No Joint Venture.** Nothing in this Agreement, or in the relationship of the parties hereto, shall be deemed a joint venture between them, or a relationship of lessor/lessee, but shall always be deemed to be a relationship between a licensor and a licensee.

14. **Alterations and Improvements.** INTENTIONALLY OMITTED

15. **Taxes.** The Licensee must be registered as a legal business with authority to do business in the State of Connecticut, shall be responsible for the payment of all taxes related to its operations – including the payment of sales taxes, personal property taxes, federal and state income taxes, excise taxes and the like – on a timely basis.

16. **Utilities.** Licensor shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Licensee on the Premises during the Term of this Agreement.

17. **Signs.** With Licensor's prior, written consent, Licensee shall have the right to place on the Premises, at locations selected by Licensee and approved by Licensor, any signs which are permitted by applicable zoning ordinances. Licensor may refuse consent to any proposed signage that is in Licensor's opinion, too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Premises.

18. **Entry.** Licensor shall be have immediate access to the Premises at all times.

19. **Waiver.**

(a) **Written Waivers.** No waiver of a condition or nonperformance of an obligation is effective unless it is in writing and signed by the party granting the waiver.

(b) **No General Waivers.** No waiver by a party affects the exercise of any of its other rights or remedies. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

(c) **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

20. **Notice.** All notices required or desired to be given after the Agreement is executed must be sent through first-class mail, certified, return receipt-requested, and addressed to the parties as follows:

THE LICENSOR:

City of Bridgeport
Director, Public Facilities
999 Broad Street
Bridgeport, CT 06604

Copies to:

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

THE LICENSEE:

At the address specified above

21. **Compliance with Law.** Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Licensee's use of the Premises.

22. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF CONNECTICUT.

23. **Non-discrimination.** The Licensee agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

THE CITY OF BRIDGEPORT

By: _____
Name: Joseph P. Ganim
Title: Mayor

LICENSEE

By: _____
Bernard Lee
President
duly-authorized

Exhibit A
Scope of Services

The Frank Habansky Food Pantry Inc. provides food (boxes, cans and some fresh produce) to qualified individuals on a weekly basis. The clients are at or below the federal poverty guidelines as determined by income and family size. It operates as a local-only grocery store and does not charge for any of the items given to clients.

Exhibit B
Schedule

For each week, we distribute each Saturday morning from 9:00 am – 11:00 am and will stock shelves on Thursday mornings from 9:15am to 11:00 am. There is no distribution for the weekend after Thanksgiving. For Thanksgiving, Licensee offers Thanksgiving food items the day prior to Thanksgiving and stock the shelves on Monday and Tuesday of that week only.

Exhibit C
Licensee's Equipment

Licensee will re-locate four refrigeration items from its current site to this location. These include: two freezer-only units, one refrigerator freezer and one refrigerator-only unit.

Licensee will lease a dumpster strictly for the disposal of empty cardboard boxes, which will be located in the parking lot behind the 2676 Fairfield Avenue facility.

Item # *116-21 Consent Calendar

Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136-1160 Main Street.



**Report
of**

**Joint Committee
on**

**Economic Community and Development and
Environment & Contracts**

City Council Meeting Date: September 19, 2022

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed: _____

RECEIVED
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22 OCT -5 PM 2:09
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Joint Committee on ECD & Environment and Contracts begs leave to report; and recommends for adoption the following resolution:

Item No. *116-21 Consent Calendar

RESOLUTION AUTHORIZING A LEASE OF A PORTION OF POST OFFICE SQUARE 1136 - 1160 MAIN STREET

WHEREAS, the City of Bridgeport ("City") is the owner of a set of contiguous vacant parcels located at 1136-1160 Main Street, and known collectively as "Post Office Square," ; and

WHEREAS, Berlinetta Brewing LLC (the "Tenant") is located at 1184 Main Street/90 Golden Hill Street, which is across from Post Office Square at the intersection of Golden Hill and Middle Street; and

WHEREAS, the Tenant has been in business for just over a year and has developed a good reputation for its craft beer and has become a growing attraction bringing customers downtown; and

WHEREAS, the Tenant has expressed an interest in establishing an outdoor patio space to provide picnic seating and bocce for its customers; and

WHEREAS, *Plan Bridgeport* establishes as one of its "Guiding Principles" that "Bridgeport shall have a robust economy," and accordingly establishes, as "Goal 2.2," that the City shall "continue the redevelopment of downtown as a transit-oriented hub for commercial, retail, and entertainment activity, and, as per "Strategy 2.2.2," shall "continue to focus on redevelopment efforts to activate vacant buildings and parcels throughout downtown"; and

WHEREAS, consistent with *Plan Bridgeport*, the City wishes to offer to the Tenant a lease, a copy of which is attached hereto Exhibit A (the "Lease"), which provides the general terms and conditions for the use of an approximately 5,000 sf portion of Post Office Square, more particularly located at the corner of Golden Hill and Middle Street (referred to therein and herein as the "Leased Parcel") for the purpose of establishing the outside patio seating area for its customers; and

WHEREAS, the parties believe that the Lease will support: (1) the growth and continuation of the Tenant's business and (2) the creation of an attraction to Bridgeport; both of which will be financially beneficial to the City, and is in the best interests of the citizens of the City of Bridgeport.

NOW, THEREFORE, BE IT RESOLVED, that the use of the Leased Premises pursuant to the terms and conditions of the Lease is hereby approved; and

FURTHER RESOLVED, that the Mayor or the Director of the Office of Planning and Economic Development are hereby authorized to enter into the Lease in substantially the form attached hereto **with specific insurance coverage requirements as are to be established and expressly approved by the City Attorney's Office**, and, upon consultation with the City Attorney's Office, are further authorized to take all other actions and do all other things necessary in furtherance of the purposes of, and consistent with, this resolution and in the best interests of the City of Bridgeport and its citizens.

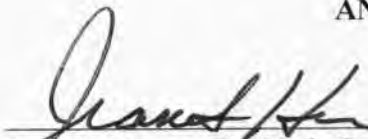


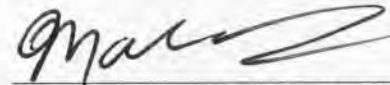
City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. *116-21 Consent Calendar

-2-

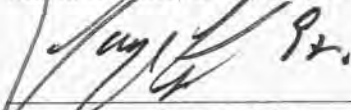
RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT
AND ENVIRONMENT AND CONTRACTS



Jeanette Herron, D-133rd, *Co-Chair*

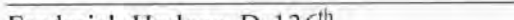

Matthew McCarthy, D-130th, *Co-Chair*



Maria I. Valle, D-137th, *Co-Chair*

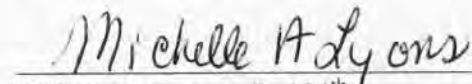

Scott Burns, D-130th, *Co-Chair*

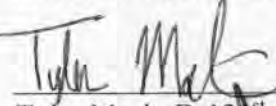

Jorge Cruz, Sr., D-131st

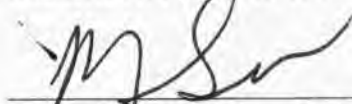

Rosalina Roman-Christy, D-135th

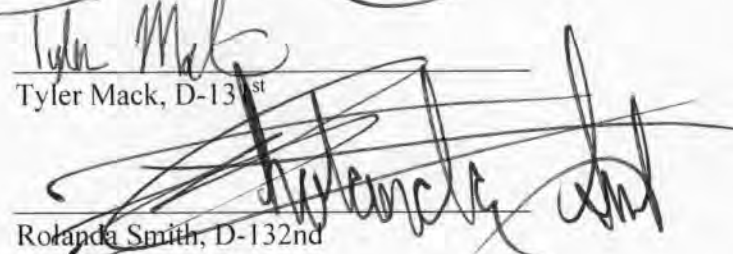

Frederick Hodges, D-136th


Ernest Newton, II, D-139th


Michelle A. Lyons, D-134th


Tyler Mack, D-131st


Mary A. McBride-Lee, D-135th


Rolanda Smith, D-132nd

City Council Date: September 19, 2022

GROUND LEASE AGREEMENT

by and between

CITY OF BRIDGEPORT

and

BERLINETTA BREWING COMPANY LLC

Regarding letting of

A Portion of Post Office Square, 1136-1160 Main Street
Bridgeport, Connecticut

ATTEST
CITY CLERK

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Dated as of [August] _____, 2022

LEASE

THIS AGREEMENT made as of the _____ day of July, 2022, by and between the **CITY OF BRIDGEPORT**, a municipal corporation with a principal place of business at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**Landlord**") and **BERLINETTA BREWING COMPANY LLC**, a Connecticut limited liability company, having an office and principal place of business at 1184-1188 Main Street/90 Golden Hill Street, Bridgeport, CT 06604 (the "**Tenant**"), and

RECITALS:

WHEREAS, Landlord is the owner of Post Office Square, 1136-1160 Main Street, Bridgeport, CT;

WHEREAS, Landlord agrees to lease to Tenant a portion of the parcel identified above which area measures approximately 5,000 square feet and which area is located across Golden Hill Street from the Tenant's present retail location at 1184-1188 Main Street/90 Golden Hill Street Bridgeport. The leased area is more particularly described in the site plan and diagram contained in *Exhibit 1* attached hereto and made a part hereof (the "**Leased Parcel**");

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to rent the Leased Parcel for an outdoor beer garden and bocce court area with a maximum occupancy of 75 persons (the "Permitted Use") on the terms and conditions set forth herein;

WHEREAS, pursuant to a resolution of Bridgeport City Council approved on _____ the Lessee's use of the Leased Parcel was approved. The resolution approving such action is attached hereto as *Exhibit 2* and its terms incorporated herein by reference; and

WHEREAS, Tenant has obtained any and all necessary approvals from the City of Bridgeport Zoning Department required to operate Leased Parcel in the manner described herein; and

WHEREAS, Tenant has agreed to lease the Leased Parcel from the Landlord under the terms, covenants, and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the parties mutually agree as follows:

ARTICLES

ARTICLE 1

DEFINED TERMS

Section 1.1. Definitions. For the purpose of this Lease, unless otherwise provided, the terms listed below have, and shall be construed and interpreted to have, the following meanings:

"Approval" means the Landlord's approval of the Tenant's request to take any action or do anything consistent with this Lease that requires prior notice to the Landlord and the Landlord's granting of written approval by action of the Office of Planning and Economic Development.

"Improvements" shall mean all improvements and other work to be performed Tenant or by a third party contractor, approved by the Landlord, to prepare the Leased Parcel for its Permitted Uses of the Project and pursuant to the site plan and diagram in *Exhibit 1*.

"Landlord" means the **City of Bridgeport**, and any person or entity acquiring all right, title, and interest of Landlord in and to the Leased Parcel at any time during the Term, whether by affirmative act of Landlord or by operation of law.

"Lease" means this instrument, together with any renewals, extensions, exhibits, amendments, or modifications thereof executed by Landlord and Tenant.

"Leased Parcel" shall have the meaning ascribed to it in the Recitals.

"Permitted Use" shall mean the outdoor beer garden and bocce court area and all improvements and other work thereon, performed by the Tenant, at its cost, or a contractor retained by the Tenant.

"Tenant" means **Berlinetta Brewing Company LLC**.

ARTICLE 2

GRANT OF LEASE

Section 2.1. Grant of Lease. Landlord hereby leases to Tenant, and Tenant hereby rents and takes from Landlord, the Leased Parcel. This Lease is subject to and contingent upon Tenant's receipt of any and all necessary permits, approvals and authorizations from City and State officials regarding the operation of the Permitted Use at the Leased Parcel. Any lapse, cancellation or termination of said approvals, or of the conditions of lease set forth in this section, shall be grounds for Landlord's immediate termination of the Lease.

Section 2.1.A. Service of Alcohol on Leased Parcel. Tenant covenants and agrees that any alcoholic beverage served at the Leased Parcel shall be transported across the public highway (Golden Hill Street, or any other public highway) only in closed containers and only by Tenants' employees and only after Tenant's application for extension of its liquor license to the Leased Parcel has been granted. Patrons shall not be permitted to carry alcoholic beverages to or from Tenant's physical location to the Leased Premises under any circumstances. Tenant acknowledges and agrees that pursuant to Section 5.08.303 of the Bridgeport Municipal Code possession and consumption of alcoholic liquor on public highways is prohibited. Any violation of this this covenant of the Lease shall be grounds for immediate termination by Landlord.

Section 2.1.B. Warning to Patrons. Tenant expressly agrees that it shall fully disclose to and warn invitees and the public in general that walking across the public highway between its retail establishment and the Leased Premises may pose a danger and shall conspicuously post signs in multiple locations containing such warning. **In addition, Tenant shall locate and maintain the sole access to and egress from the Leased Parcel directly in front of the existing cross walk as a further safety enhancement.** Tenant shall instruct patrons to use the pedestrian crosswalk for access to and from the Tenant's physical location to the Leased Parcel.

Section 2.2. "AS IS" Lease.

(a) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, LANDLORD MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER TO TENANT, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES REGARDING THE ENVIRONMENTAL CONDITION AND/OR PHYSICAL CONDITION OF THE LEASED PARCEL AND/OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. Further, Tenant acknowledges that Tenant has had an opportunity to independently and personally inspect the Leased Parcel and perform any tests and/or studies desired by Tenant in connection therewith, and Tenant acknowledges that it shall rely solely upon the results of Tenant's own evaluations rather than any information that may have been provided by Landlord to Tenant, including without limitation, environmental reports or materials provided by the former owner of a portion of the Leased Parcel.

(b) Tenant agrees that, during the course of its use of the Leased Parcel, it shall obtain written approval from the Landlord, which approval shall not be unreasonably withheld, prior to making any and all Improvements to the Leased Parcel. To the extent required by law Tenant shall obtain all necessary permits and certificates of occupancy for any work performed. Tenant shall not undertake any environmental investigation or otherwise disturb the soils on the Leased Parcel without prior written notice the Landlord, and without having received the written consent of the Landlord to undertake the proposed activities.

(c) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, liens, damages, penalties, fines, costs, liabilities,

expenses, or losses as a result of Tenant's: (i) breach of any of the covenants contained in this Agreement, and/or (ii) release or threatened release of hazardous substances or hazardous waste on, under, in, or from the Leased Parcel during the Term, or the exacerbation of existing environmental conditions on the Leased Parcel caused by Tenant or its contractors, consultants, agents, successors, assigns and invitees, and/or (iii) third party claims for bodily injury or property damage for which Tenant is alleged to be responsible resulting from the environmental conditions on the Leased Parcel, (iv) third party claims for bodily injury or property damage alleged to arise out of Tenant's service of alcohol, and/or (iv) failure to comport with any and all state and local reporting requirements regarding the Leased Parcel, if any.

(d) The rights and obligations of the parties in this Section 2.2 shall survive the termination of this Lease, and shall be incorporated into the terms of the deed delivered by the Landlord to the Tenant hereunder.

Section 2.3. Leased Parcel: Permitted Encumbrances. The Leased Parcel is leased together with the appurtenances, if any, and all the estate and rights of Landlord in and to the Leased Parcel, subject, however, to such agreements, liens, encumbrances, taxes, governmental regulations, and other matters set forth in **Exhibit 3** attached hereto and made a part hereof.

ARTICLE 3

TERM, TERMINATION and POSSESSION

Section 3.1. Term. The term of this Lease (the "Term") shall be for a period of one (1) year, or until such time as the Lease is earlier terminated, whichever first occurs, the Term commencing as of the date that a fully executed original of this Lease is delivered to the Tenant (the "**Commencement Date**") and the full annual Rent is paid over. Provided Tenant is not otherwise in default of any of the terms of this Lease, upon sixty (60) days advance written notice by Tenant to Landlord, Tenant may request to extend the term for a period of one year ("Extended Term") which request Landlord may accept or reject at its sole discretion. During the term(s) of this Lease the Tenant shall have exclusive use, control and full access to the Leased Parcel.

Section 3.2. Termination. Upon the occurrence of a Default (defined below) that continues beyond the expiration of any grace or cure period provided for herein, the leasehold estate granted to Tenant herein shall terminate, except for those provisions that are specifically stated to survive expiration of the Term or the earlier termination of this Lease.

Section 3.3. Tenant's Possession of Premises. Possession of the Premises will be tendered to Tenant on full execution of the Lease by all parties and delivery to Landlord of full amount of the annual rent.

ARTICLE 4

RENT

Section 4.1. Rent. The annual rent for each year during the Term, or any Extended Term, shall be the sum of One Dollar (\$1.00), payable at the inception of the Term and at the inception of the Extended Term, if any

Section 4.2. Security Deposit. There shall be no security deposit due from Lessee.

Section 4.3. Utilities. At the time of Lease execution the Leased Parcel is not served by utilities. Should the Lessee request that utilities be installed to serve the Leased Parcel and should Landlord, at its option, approve same, then Lessee shall pay for all costs incurred with such installation and service. Tenant acknowledges that Landlord has not made any representations or warranties as to the suitability of the Leased Parcel for the Permitted Use.

ARTICLE 5

TITLE

Section 5.1. Title to Leased Parcel. Fee title to the Leased Parcel shall continue to vest in Landlord, its successors, and assigns at all times during the Term and any Extended Term, subject to the leasehold interest and any additional rights expressly and specifically granted in this Lease to Tenant.

ARTICLE 6

USE AND MAINTENANCE OF LEASED PARCEL

Section 6.1. Permitted Use. Tenant shall use the Leased Parcel only for the Permitted Use and any other use or uses, whether permitted by local zoning regulations or not, shall require notice to and the receipt of the Landlord's prior written consent, which may be withheld in the exercise of its commercial business judgment.

Section 6.2. Maintenance and Alterations. Tenant shall obtain written approval from the Landlord, which approval shall not be unreasonably withheld, prior to making any and all repairs and/or alterations to the Leased Parcel. Notwithstanding the foregoing, throughout the Term, Tenant shall be solely responsible for upkeep and maintenance of the Leased Parcel making any and all necessary ordinary improvements thereto, or replacements thereof. The provisions of this Section 6.2 shall survive the expiration of the Term or earlier termination of this Lease.

Section 6.3 Rubbish. The Lessee agrees to dispose of all trash and rubbish in the appropriate, designated containers and to keep all rubbish in closed containers and shall bear the cost of regular removal of the trash from said containers.

Section 6.4. Compliance with Laws. Tenant shall comply with all federal, state, and local laws applicable to the Leased Parcel and the use thereof, and shall not use or allow the Leased Parcel to be used for any unlawful purpose or purpose that may make void or voidable any insurance then in force with respect thereto, or violate any of the terms and conditions of this Lease.

ARTICLE 7

QUIET ENJOYMENT

Section 7.1. Right to Quiet Enjoyment. In consideration of the lease of the Leased Parcel and Tenant's full and timely payment of all sums that may become due hereunder and Tenant's full, timely and diligent performance of all terms and conditions of this Lease, Tenant shall quietly hold, occupy, and enjoy the Leased Parcel during the Term of this Lease without hindrance by any party claiming by, through, or under Landlord, subject, however, to the terms and conditions of this Lease.

ARTICLE 8

RELATIONSHIP OF THE PARTIES

Section 8.1. No Partnership, Joint Venture, Etc. Nothing in this Lease shall create or be construed to create a partnership between Tenant and Landlord, or make them joint venturers, or bind or make Landlord in any way liable or responsible for any debts, obligations, liabilities, or losses of Tenant.

ARTICLE 9

TENANT INDEMNIFICATION AND INSURANCE

Section 9.1. Indemnification. (a) Tenant shall defend, hold harmless, and indemnify Landlord against any and all claims, causes of action, damages, judgments, liability costs, expenses and penalties in connection with loss of life, personal injury, and destruction or damage to property arising from or out of any occurrence in, at, or about the Leased Parcel, or the occupancy or use by Tenant of the Leased Parcel, or any part thereof, or occasioned wholly or in part by any act, omission or negligence of Tenant, Tenant's sublessees, agents, contractors, employees, servants, licensees, or others under its direction or control, including claims made by third parties arising out of Tenant's use of the Leased Parcel. This indemnification expressly extends to and includes indemnification by Tenant of Landlord for any claims and/or lawsuits which arise out of or are alleged to arise out of Tenants' and Tenant's patrons use of the streets and sidewalks which separate Tenant's physical location from the Leased Parcel.

(b) In addition, Tenant covenants and agrees that it shall defend and indemnify Landlord and hold it harmless from and against any claims, judgments, liens, damages, penalties, fines, costs, liabilities, losses, or other expense incurred or paid by Landlord arising out of: (i) Tenant's failure to perform and comply with any of its covenants, representations, agreements, and obligations arising under this Agreement, or (ii) the material inaccuracy of any representations, warranty, covenant, or agreement made by Tenant to Landlord or any other governmental agency, commission, board, or other entity related to the Leased Parcel or pursuant to the terms of this Agreement.

(c) Within thirty (30) days after an event giving rise to a claim for indemnification of Landlord by Tenant becomes known to Landlord, it shall promptly notify Tenant in writing of its claim for indemnification hereunder. Such notice shall contain a brief written description of the facts relating to the alleged claim, suit, proceeding, or loss, and copies of all relevant documents, pleadings, or other instruments relating thereto.

Section 9.2. Insurance requirements: The following insurance coverage identified below is required of the Tenant, and the Tenant shall **list Landlord as a named insured** with 30-day notice of cancellation. Tenant's insurance shall be primary and Tenant shall not seek contribution from Landlord or from any other insurance carried by Landlord in the payment of any claim. The Tenant shall procure, present to the Landlord, and maintain in effect for the Term, without interruption, the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut, and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the Landlord. **No liability insurance policy obtained by Tenant and required by this Lease shall include a self-insured retention (SIR) in any amount.**

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging death, bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Lease Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations, broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate and \$300,000 property damage and shall obtain [Umbrella] Umbrella Liability Insurance coverage [Policy with minimum limits of \$2,000,000] of not less than \$5,000,000.00.

Liquor Liability/Dram Shop Insurance. Coverage shall have limitations of a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate for all damages arising out of injury to persons or property allegedly caused by an intoxicated person served liquor by Tenant.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with the business. Coverage shall have limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

General requirements. All policies shall include the following provisions:

General provisions—No policy shall have a deductible of more than \$25,000.00 without the prior consent of Landlord. Each policy shall provide that it shall not be invalidated as to Landlord by reason of any act or omission by Tenant or if Tenant has made any misrepresentations in its application for said insurance. All policies shall be written as primary and not contributing with or in excess of the coverage which Landlord may carry. All policies of insurance required pursuant to this Article 9 shall be issued by insurers licensed to do business in the State of Connecticut.

Cancellation notice—The Landlord shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal, or reduction in coverage to be given to the Landlord at: **Office of Planning and Economic Development, City of Bridgeport, City Hall, 999 Broad Street, Bridgeport, Connecticut 06604.**

Certificates of Insurance and Endorsement—All policies must be evidenced by an **original certificate of insurance and policy endorsement** delivered to the Landlord and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the Landlord prior to Tenant's entry upon the Leased Parcel and prior to any work or other activity.

Named Insured—The Tenant shall list the Landlord, its elected officials, officers, department heads, employees, and agents on all policies of primary and excess insurance coverages as a **named insured** and as loss payee with respect to any damage to property of the Landlord, as its interest may appear. The undersigned shall submit to the Landlord, prior to Tenant's entry upon the Leased Parcel and upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, **evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut, and providing the policy endorsements** listing the Landlord its elected officials, officers, department heads, employees, and agents as a named insured in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA

Attention: Purchasing Agent 45 Lyon Terrace Bridgeport, Connecticut 06604"

Section 9.3. Waiver of Subrogation. Tenant and its insurer(s) hereby grant to Landlord a waiver of any right to subrogation which Tenant may acquire against the Landlord by virtue of the payment of any loss by Tenant under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Tenant has received such endorsement from the insurer.

Section 9.4. Tenant Responsible. Landlord shall not be liable for any theft or damage to the Leased Parcel, nor for any damage caused by any persons in or about the Leased Parcel, or caused during construction of any private, public, or quasi-public work. All property of Tenant at or about the Leased Parcel shall be installed, used, or enjoyed at the risk of Tenant only, and Tenant shall defend, indemnify, and hold Landlord harmless from any and all claims and/or causes of action pertaining to, or arising out of, damage to the same, including, but not limited to, subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the sole, proximate negligence of Landlord.

Section 9.5. No Abatement of Rent. Tenant shall not be entitled to any abatement of Rent, nor shall its obligations under this Lease be terminated during the Term hereof, notwithstanding any destruction or damage to the Leased Parcel by any cause whatsoever.

ARTICLE 10

CONDEMNATION

Section 10.1. Taking. If, during the Term or any extended Term all or any substantial part of the Leased Parcel is taken by eminent domain, nothing in the Lease shall preclude Tenant from claiming and collecting an award for any of its trade fixtures, loss of business and/or relocation costs; Landlord shall be entitled to receive the portion of the award that represents compensation for the value of Landlord's fee simple interest in the Leased Parcel together with the value of improvements thereon as well as costs and any interest awarded in the proceeding.

Section 10.2. Resolution of Taking Disputes. Subject to the provisions of Section 12.1(c), in the event that there be any controversy as to whether the remainder of the Leased Parcel is suitable for the purposes for which the Project was designed, or if there be any controversy under this Article as to whether there has been a taking of materially all of the Leased Parcel, the controversy shall be resolved by a court having competent jurisdiction over the parties located in Fairfield County, Connecticut.

ARTICLE 11

DEFAULT BY TENANT

Section 11.1. Landlord's Rights Upon Tenant's Default. In the event Tenant defaults in any obligation under this Lease, including but not limited to the obligation to maintain all appropriate insurance coverage and the full and timely payment of any or all sums whatsoever payable by Tenant under this Lease, Landlord shall be entitled to terminate this Lease and Tenant's occupancy by written notice to that effect sent to Tenant, and the term of this Lease shall expire and come to an end on the date said notice is issued (or on the expiration of the shortest notice period otherwise required by applicable governmental authority and notwithstanding any written agreement of the parties to the contrary). In the event of default Landlord shall be entitled to take, hold, and use all of the Leased Parcel for its own account and Tenant shall forthwith pay to Landlord any and all costs, expenses, fees and losses incurred by Landlord in recovering the Leased Parcel.

Section 11.2. Landlord's Remedies Cumulative. The remedies set forth in this Lease are cumulative and not exclusive, and are in addition to, and not in substitution for, any remedies available at law or equity, including Landlord's right to seek and obtain injunctive relief.

ARTICLE 12

SURRENDER

Section 12.1. Tenant's Duty to Surrender. On the expiration or earlier termination of this Lease or any extension thereof, Tenant shall deliver the Leased Parcel to Landlord, in order and good state of repair. If the Tenant refuses or fails to vacate the Subject Property upon receipt of a Notice of Termination, at the expiration of the Term, or at the end of the Extended Term, the Lessor reserves the right to evict the Tenant and Tenant agrees that it shall indemnify and hold harmless the Lessor from and against any and all loss, claim, damage or expense resulting from the Lessee's holding over.

ARTICLE 13

NO LANDLORD LIABILITY

Section 13.1. No Landlord Liability. Landlord shall not be liable for any loss or damage to the Leased Parcel or to any property of Tenant, or any other person thereon, anything in this Lease to the contrary notwithstanding. Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease if the same shall be due to a strike, lock-out, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, pandemic,

governmental regulations or controls, inability to obtain any material or service, or through acts of God.

ARTICLE 14

RIGHT OF ENTRY

Section 14.1. Landlord's Right of Entry. Landlord expressly reserves and shall have the right by its agents and servants to enter into and upon the Leased Parcel during normal business hours for the purpose of inspecting same.

ARTICLE 15

ASSIGNMENT

Section 15.1. No Assignment The Tenant shall not sublet the Leased Parcel or any portion thereof, nor shall it assign its rights under this agreement to any other party.

ARTICLE 16

NOTICES

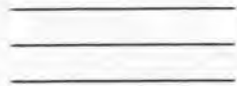
Section 16.1. Form and Manner of Notice. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications, or documents required or desired to be given, delivered, or served, or which may be given, delivered, or served under, or by the terms and provisions of this Lease, pursuant to law or otherwise, shall be in writing, and shall be deemed to have been duly given, delivered, or served, if and when either personally delivered, or two (2) days after mailing by certified mail, return receipt requested, postage prepaid, addressed if to the other party, at the respective addresses of each indicated below or to such other address as a party may from time to time designate by written notice to the other party:

- (a) To Landlord: City of Bridgeport
Office of Planning and Economic Development
999 Broad Street
Bridgeport, CT 06604

With copy to: Office of City Attorney
999 Broad Street
Bridgeport, CT 06604

- (b) To Tenant: Berlinetta Brewing Company LLC
1184 Main Street
Bridgeport, CT 06604

With copy to: _____



ARTICLE 17

WAIVER

Section 17.1. Waiver Effective Only If In Writing. No waiver by either party to this Lease of any condition or term of this Lease shall be effective unless it is in writing and signed by the waiving party, nor shall any such waiver constitute a further waiver by such party of the same or any other condition or term hereunder.

ARTICLE 18

ENTIRE AGREEMENT: NO ORAL MODIFICATION

Section 18.1. All Prior Understandings and Writings Merged. All prior understandings and agreements between the parties are merged into this Lease, which alone fully and completely sets forth the understanding of the parties, and this Lease may not be changed orally or in any manner, other than by an agreement in writing and signed by the party against whom enforcement of the change or termination is sought.

ARTICLE 19

COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

Section 19.1. Covenants Binding on Heirs, Successors, and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors, and assigns, and Tenant, its permitted successors, and assigns, except as may be otherwise provided herein.

ARTICLE 20

CONSTRUCTION OF LEASE

Section 20.1. Connecticut Law Applies. This Lease shall be governed and construed in accordance with the laws of the State of Connecticut.

ARTICLE 21

DISPUTE RESOLUTION

Section 21.1. Disputes. All disputes shall be resolved by a court having jurisdiction over the parties located in Fairfield County, Connecticut and Tenant expressly consents to the jurisdiction of such court.

ARTICLE 22

COUNTERPARTS AND ELECTRONIC SIGNATURES

Section 22.1. Counterparts. This Lease may be executed by the parties in several counterparts, each of which shall be deemed to be an original.

Section 22.2 Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed or signed and scanned, and that any electronic or scanned signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

ARTICLE 23

NON-DISCRIMINATION

Section 23.1 Non-Discrimination. Tenant shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, in the sale, lease or rental, or in the use or occupancy of the Leased Parcel or any improvements to be erected thereon, and shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the Leased Parcel or any part thereof is restricted on the basis of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, in the sale, lease, or occupancy thereof. Tenant shall comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, in the sale, lease, or occupancy of the Leased Parcel.

ARTICLE 24

RESTRICTIONS AND EASEMENTS

Section 24.1. Restrictions.

(a) Tenant shall not sell, lease, or otherwise convey any interest in, or permit use or occupancy of, the Leased Parcel.

(b) The City retains the right of access to the Leased Parcel for purposes of conducting tests, monitoring and the like, none of which may be disturbed or moved or covered over, without the Landlord's express prior written consent.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the year and date first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

CITY OF BRIDGEPORT

Witness

By: _____

Witness

TENANT:

**BERLINETTA BREWING COMPANY
LLC**

Witness

By: _____

Name: _____
Title: Member
Duly-authorized

Witness

EXHIBIT 1

IDENTIFICATION OF LEASED PARCEL

Berlinetta Beer Garden Proposal
Rev 5/5/22

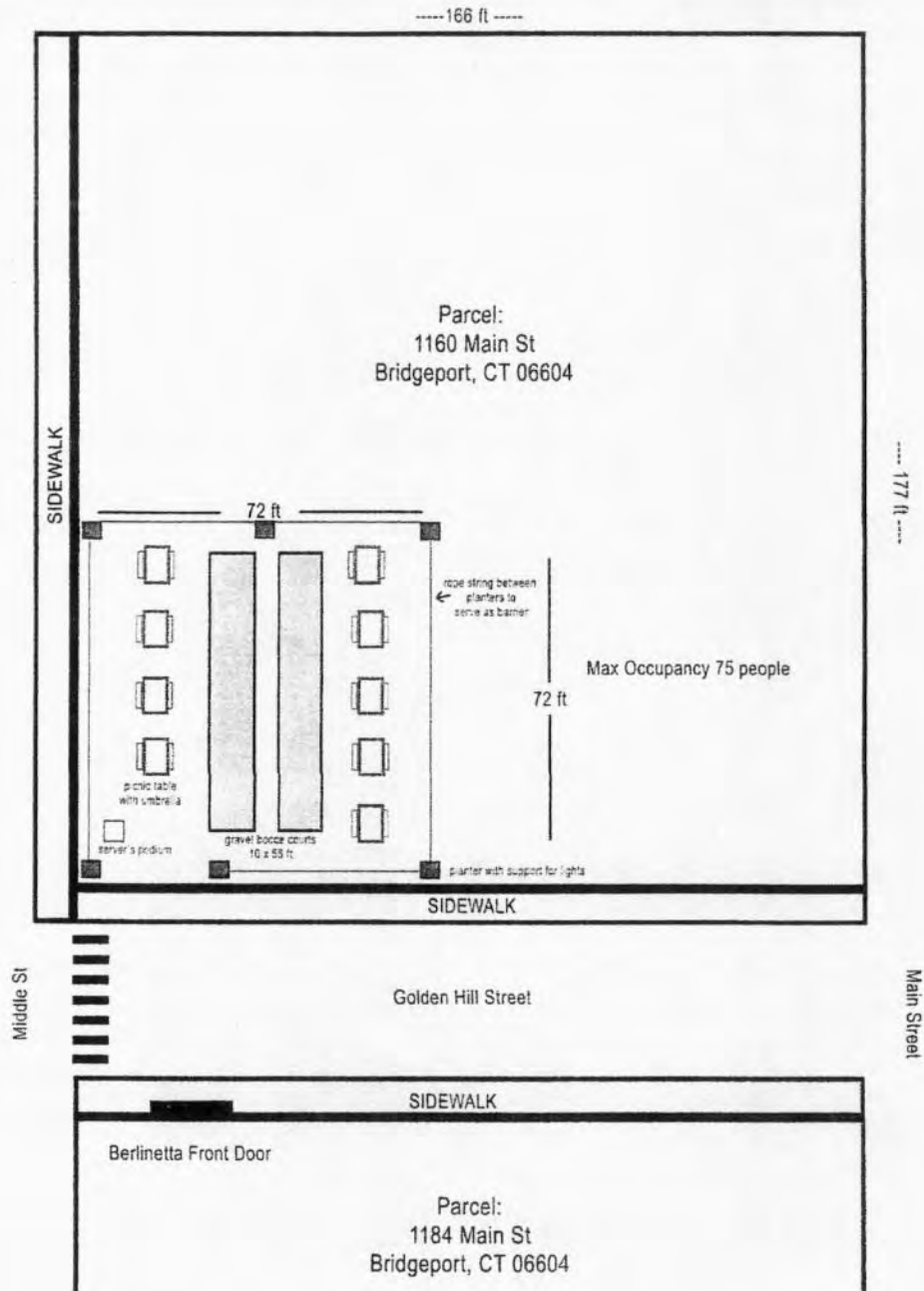


EXHIBIT 2

COUNCIL RESOLUTION

EXHIBIT 3

PERMITTED ENCUMBRANCES

1. All matters of record in the Bridgeport Land Records