

AGENDA

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 21, 2023

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

Prayer

Pledge of Allegiance

Roll Call

Removal of Special Committee on Community Development Block Grant (CDBG) from City Council standing Committees

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 17, 2023

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 20-22** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Ronald Mercado – Case No. 3:20-cv-01783 (JAM), referred to Miscellaneous Matters Committee.
- 21-22** Communication from OPED re: Proposed Professional Services Agreement with SONO Studios LTD, LLC for Logo Development and accompanying Guidebook, referred to Contracts Committee.
- 22-22** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Andre C. Forde – Docket No. FBT-CV-22-6118716-S, referred to Miscellaneous Matters Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *19-22** Budget and Appropriations Committee Report re: Budget Transfer to FY 2022-2023 From: Department of Emergency Operations Center Salary Account #01290000-51000 (\$80,000) To: Emergency Operations Center Security Services Account #01290000-56225 (\$80,000) for retention/payment of security guards for the rest of FY 2022-2023.

MATTERS TO BE ACTED UPON:

- 18-22** Contracts Committee Report re: Agreement with the International Association of Firefighters (IAFF), AFL-CIO, Local 834 regarding their Bargaining Unit Contract for the period of July 1, 2020 through June 30, 2025.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 21, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

1.) John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City Structure & Finance.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
TUESDAY, FEBRUARY 21, 2023
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: 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
23 FEB 27 PM 3:39
ATTEST
CITY CLERK

A quorum was present. Names shown in italics did not respond when the roll was called. It was announced that both Council Member McCarthy and Valle were absent due to illness.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 21, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City Structure & Finance.

Mr. Lee came forward and greeted the Council Members. He also wished Council Member Newton Happy Birthday. Mr. Lee then read the following into the record:

City Council members, neighbors, sisters, brothers, as I prepared to meet with you for the three minutes you permit at each meeting, I recognized that we are in February. It

is Black History Month with many activities by many organizations informing or reminding us of people and actions of note. Interesting how February, the month of Presidential birthdays of Washington and Lincoln, has gained relevant and important status as it turns to look at the lives and actions of those who have had a major struggle to secure notice and attention as human beings to their equal and fair civil rights.

We also celebrate Mardi Gras, the last day in the liturgical year before Lent and a reminder of our human condition. It called to my attention that our public speaking session has no prayer ceremony and so I ask, why not? And I offer one for your consideration as fellow human beings. The title also lends itself to February as one week ago, we celebrated Valentine's Day.

The poem is called FALL IN LOVE and attributed to Father Pedro Arrupe, a Jesuit leader of that order when he died in 1991. Suggestion is actually writer was Father Joseph Whelan, S.J.

Nothing is more practical than
finding God, than
falling in love
in a quite absolute, final way.
What you are in love with,
what seizes your imagination, will affect everything.
It will decide
what will get you out of bed in the morning,
what you do with your evenings,
how you spend your weekends,
what you read, whom you know,
what breaks your heart,
and what amazes you with joy and gratitude.
Fall in love, stay in love,
and it will decide everything.

I continue to seek and pursue Fair Rent and Fair Housing boards. Time will tell.

Germaine Rogers
1188 Main Street
Bridgeport, CT

FOI Requests

Mr. Rogers came forward and greeted the Council. He asked why the largest city in the State had 2,000 FOI requests. Mr. Rogers said that he had been stymied in this process and was waiting for three long years. If he did something wrong, it would be in the newspaper and on the news. He asked why he and the other 1,999 people were still waiting. The Mayor said that he was going to change the process in 2015. If the attorney doesn't do his job, fire him.

City of Bridgeport
City Council
Regular Meeting
February 21 2023

Terry Sullivan
205 Success Village
Bridgeport, CT

Future Development of
Recreational Fields.

Mr. Sullivan came forward and greeted the Council. He said that the game of soccer had expanded so much in the last three years. He asked if there could be more fields added because the need was so great.

He asked if there was any possibility of having the Council meetings translated into Spanish because many people don't attend the Council meetings because they are not fluent in English.

ADJOURNMENT

Council President Nieves closed the Public Speaking Session at 6:47 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
TUESDAY, FEBRUARY 21, 2023

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 7:00 p.m.

PRAYER

Council Member McBride-Lee was asked to lead those present in prayer. Council Member McBride-Lee asked that everyone remember Council Member Newton's daughter who had been in a car accident, Council Member McCarthy who was in the hospital and Council Member McBride-Lee's family who had just experienced the loss of another family member.

Council Member McBride-Lee then lead those present in prayer.

PLEDGE OF ALLEGIANCE

Council Member Newton led 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: 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. Names shown in italics did not respond when the roll was called. It was announced that both Council Member McCarthy and Valle were absent due to illness.

Removal of Special Committee on Community Development Block Grant (CDBG) from City Council standing Committees.

**** COUNCIL MEMBER HERRON MOVED TO APPROVE THE REMOVAL OF SPECIAL COMMITTEE ON COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FROM CITY COUNCIL STANDING COMMITTEES.**

**** COUNCIL MEMBER MACK SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MINUTES FOR APPROVAL:

• January 17, 2023

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF THE JANUARY 17, 2023 MEETING.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Pereira stated that the statements listed under the Corrections to the December 19, 2022 minutes on page 5 of the January 17th minutes were incorrect regarding statements and motions that were made during the December 19, 2022 meeting. She stated that she did not say that she was pleased Ms. Smith was being presented as a candidate for the Police Commission and she did not want to have her constituents read that she supported Ms. Smith's appointment. She added that that everyone knows that when a vote tally has nine opposed, the motion failed.

**** COUNCIL MEMBER PEREIRA MOVED TO AMEND THE MINUTES OF THE JANUARY 17, 2023 MEETING BY DELETING THE FOLLOWING:**

Page 9, under Agenda Item 139-21, paragraph 1, please change the following from:

Council Member Pereira thanked Ms. Smith and said that there need to have Police Departments held accountable. She said that Ms. Smith had been on the Council and voted for item 99% of the time.

TO:

Council Member Pereira said that there need to have Police Departments held accountable. She said that Ms. Smith had been on the Council and voted for items 99% of the time.

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO AMEND THE MINUTES OF THE JANUARY 17, 2023 MEETING PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER PEREIRA MOVED TO APPROVE THE MINUTES OF THE JANUARY 17, 2023 AS AMENDED.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE JANUARY 17, 2023 MEETING AS AMENDED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

20-22 Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Ronald Mercado – Case No. 3:20-cv-01783 (JAM), referred to Miscellaneous Matters Committee.

21-22 Communication from OPED re: Proposed Professional Services Agreement with SONO Studios LTD, LLC for Logo Development and accompanying Guidebook, referred to Contracts Committee.

22-22 Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Andre C. Forde – Docket No. FBT-CV-22-6118716-S, referred to Miscellaneous Matters Committee.

**** COUNCIL MEMBER NEWTON MOVED THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

20-22 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF RONALD MERCADO – CASE NO. 3:20-CV-01783 (JAM), REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

21-22 COMMUNICATION FROM OPED RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH SONO STUDIOS LTD, LLC FOR LOGO DEVELOPMENT AND ACCOMPANYING GUIDEBOOK, REFERRED TO CONTRACTS COMMITTEE.

22-22 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF ANDRE C. FORDE – DOCKET NO. FBT-CV-22-6118716-S, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE

**** COUNCIL MEMBER MACK SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***19-22 Budget and Appropriations Committee Report re: Budget Transfer to FY 2022-2023 From: Department of Emergency Operations Center Salary Account #01290000-51000 (\$80,000) To: Emergency Operations Center Security Services Account #01290000-56225 (\$80,000) for retention/payment of security guards for the rest of FY 2022-2023.**

**** COUNCIL MEMBER NEWTON MOVED THE FOLLOWING ITEM ON THE CONSENT CALENDAR:**

19-22 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: BUDGET TRANSFER TO FY 2022-2023 FROM: DEPARTMENT OF EMERGENCY OPERATIONS CENTER SALARY ACCOUNT #01290000-51000 (\$80,000) TO: EMERGENCY OPERATIONS CENTER SECURITY SERVICES ACCOUNT #01290000-56225 (\$80,000) FOR RETENTION/PAYMENT OF SECURITY GUARDS FOR THE REST OF FY 2022-2023.

**** COUNCIL MEMBER MACK SECONDED.**

**** THE MOTION PASSED WITH THIRTEEN (13) IN FAVOR (CRUZ, MACK, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, SULIMAN, AND NEWTON) AND TWO (2) OPPOSED (BURNS AND PEREIRA).**

MATTERS TO BE ACTED UPON:

18-22 Contracts Committee Report re: Agreement with the International Association of Firefighters (IAFF), AFL-CIO, Local 834 regarding their Bargaining Unit Contract for the period of July 1, 2020 through June 30, 2025.

**** Council Member Herron moved Agenda Item 18-22 Contracts Committee Report re: Agreement with the International Association of Firefighters (IAFF), AFL-CIO, Local 834 regarding their Bargaining Unit Contract for the period of July 1, 2020 through June 30, 2025.**

**** Council Member Cruz seconded.**

Council Member Newton thanked those involved in coming to agreement on the Firefighters contract.

Council Member Pereira stated that during the Committee meeting, she still had questions when a motion was made to move the question. She will not vote on anything when she did not have the complete information.

Council Member Cruz said that he had personally spoken with those involved with the negotiations on this contract and they all were in agreement with the terms of the contract.

Council Member McBride-Lee said that if there had been anyone involved in the contract had objections, they would have said so.

Council Member Herron said that when they have contract negotiations, the first thing they do is check with the Union president. The Fire Department has been giving to the City for years and this was well worth it.

**** THE MOTION TO APPROVE AGENDA ITEM 18-22 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), AFL-CIO, LOCAL 834 REGARDING THEIR BARGAINING UNIT CONTRACT FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2025 PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION PASSED UNANIMOUSLY. (ITEM #23-22)**

Council Member Vizzo-Paniccia explained that there had been some changes to the proposed 2023-2024 Citizen Participation Plan. Copies of the updated plan were given to the Council Members.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE THE PROPOSED UPDATES TO THE 2023-2024 BRIDGEPORT CITIZEN UNION - PY49 AS PRESENTED.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Atty. Anastasi said that due to the time constraints and the fact that this was being immediately considered, therefore a 2/3rd majority was needed for the item to pass.

**** THE MOTION TO APPROVE THE PROPOSED UPDATES TO THE 2023-2024 BRIDGEPORT CITIZEN UNION - PY49 AS PRESENTED PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**** COUNCIL MEMBER NEWTON MOVED TO APPROVE THE UPDATED 2023-2024 BRIDGEPORT CITIZEN UNION - PY49 AS PRESENTED.**

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

**** THE MOTION TO APPROVE THE UPDATED 2023-2024 BRIDGEPORT CITIZEN UNION - PY49 AS PRESENTED PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA). (ITEM #23-22)**

ADJOURNMENT

**** COUNCIL MEMBER HERRON MOVED TO ADJOURN.**

**** COUNCIL MEMBER SULIMAN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:45 p.m.

Respectfully submitted,

Telesco Secretarial Services

Comm. 20-22 Referred to Miscellaneous Matters on 02/21/2023.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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



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

February 14, 2023

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:

Request to File Offer of Judgment in Pending Litigation in the Matter of Ronald Mercado v. City of Bridgeport - Case# 3:20-cv-01783 (JAM)

Dear Councilpersons:

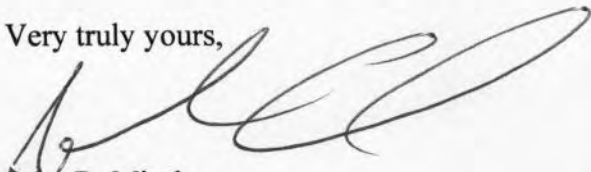
- a. **Submission Title:** Request for Litigation Offer of Judgment Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney John R. Mitola – contact info above.
- d. **Approval Deadline:** As soon as possible so that an effective offer of judgment can be filed with the court..
- e. **Case Summary:** The plaintiff, Ronald Mercado is a Police Officer with the City of Bridgeport Police Department. He brings his case pursuant to the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964 and Conn. Gen. Stat. Sec. 46a-60 alleging disability discrimination, race discrimination and gender discrimination.
- f. **Council Action Requested:** Approval of request to file Offer of Judgment in pending court action.
- g. **Financial Impact Analysis:** If the Offer of Judgment is accepted the total cost to the City will be a total of \$75,000.00 payable to Ronald Mercado. This amount includes attorney's fees paid to his legal counsel.
- h. **Funding Budget-Line:** If the offer of judgment is accepted the amount payable will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010.*"

Page Two

i. Proposed Motion: Motion to authorize the City Attorney to file an Offer of Judgment in the amount of \$75,000.00 in the matter of *Ronald Mercado v. City of Bridgeport* – Case#3:20-cv-01783 (JAM).

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,

A handwritten signature in black ink, appearing to read 'John R. Mitola', written in a cursive style.

John R. Mitola
Associate City Attorney

cc: Lydia Martinez, City Clerk
John R. Mitola, Esq.
Kathleen Ranger, Paralegal



JOSEPH P. GANIM
Mayor

City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

TO: Honorable City Council
FROM: Matthew Abbott *MZA*
Planner
DATE: February 15, 2023
RE: City Council Referral to Contracts Committee
Professional Services Agreement: SONO Studios LTD, LLC
Logo Development & Guidebook

The Office of Planning & Economic Development is requesting referral of the Professional Services Agreement (PSA) for SONO Studios LTD, LLC to the Contracts Committee.

The focus of this project is to create a stylized logo to complement the existing City Seal. The City Seal is useful for large scale media such as flags and plaques, however many of its details are lost on smaller forms of media. Departments currently have the liberty of creating their own department and project logos, which does not contribute to consistency in overall branding or messaging.

Accompanying this new logo will be a guidebook to standardize communications and usage of the logo. Additionally, this guide will provide clarity on standardized fonts, colors, color schemes, and other aspects to support formal and unified communications. Lastly, the selected consultant will develop an implementation plan for the new logo rollout and provide the City Logo in requested formats.

I look forward to discussing this effort further with you.

RECEIVED
CITY CLERKS OFFICE
23 FEB 15 PM 1:46
ATTEST
CITY CLERK

RESOLUTION

WHEREAS, it is common for organizations, businesses, and municipalities to develop a logo to graphically represent them; and

WHEREAS, the City of Bridgeport uses its official seal as a logo; and

WHEREAS, the seal is very detailed and can be hard to read when used in certain formats; and

WHEREAS, City Departments have therefore developed their own department or project logos; and

WHEREAS, as a result, there is no common theme or brand among the plethora of logos to inform the public they are all associated with the City of Bridgeport; and

WHEREAS, developing a distinct logo and accompanying guidebook for use of the logo will provide a framework for all departments to use the logo; and

WHEREAS, the Office of Planning and Economic Development (OPED) coordinated with the Communications Office and ITS to issue a Request For Proposals to develop a logo and accompanying guidebook, create an implementation plan for the logo, and provide the City Seal in requested formats; and

WHEREAS, SONO Studios LTD, LLC responded to the solicitation and was deemed the most responsive and qualified applicant; and

WHEREAS, the Board of Public Purchases issued its approval on February 8, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council approves the engagement of the Consultant under the terms and conditions of the contract substantially in the form attached hereto as approved; and

BE IT FURTHER RESOLVED, that the Mayor, or his designee, the Director of the Office of Planning and Economic Development, is hereby authorized to execute the Agreement substantially in the form attached hereto and made a part hereof, and is further authorized to execute any and all other documents, and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ___ day of _____, 2023 (the "Agreement") is hereby entered into between **SONO Studios LTD, LLC**, a limited liability company organized under the laws of the State of Connecticut, with offices at 18 Leonard Street, Norwalk, CT (the "**Consultant**") and **the City of Bridgeport**, with offices at 999 Broad Street, Bridgeport, Connecticut 06604 (the "**City**").

WHEREAS, the City published a Request for Qualifications ("RFQ") seeking proposals for the development of a City Logo, accompanying guidebook for its use, implementation plan, and updating the City Seal, the terms of which RFQ are incorporated by reference as if fully set forth herein; and

WHEREAS, the Consultant submitted its Proposal dated December 7, 2022 ("**Proposal**"), the terms of which Proposal is incorporated by reference as if fully set forth herein; and

WHEREAS, the Board of Public Purchases issued its approval on February 8, 2023; and

WHEREAS, pursuant to item ___ of the Bridgeport City Council, the City's engagement of the Consultant was approved on ____; and

WHEREAS, the Consultant agrees to commence its services and perform the same in accordance with this Agreement and as specifically directed by the City;

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

The above recitals are incorporated by reference into the body of this Agreement with full legal force and effect.

1. General Undertaking; Party Representatives.

(a) The parties are entering into this Agreement for the purpose of engaging the Consultant to develop a City Logo, accompanying guidebook for its use, and implementation plan (the "**Services**"). The Consultant's activities shall consist of conduct research, facilitate focus groups, develop a palate of logo design options, further develop short-listed logos, create guidebook for logo use, create implementation plan, provide City Seal in requested formats, as set forth in its Proposal.

(b) The Consultant's representative ("**Consultant Representative**") at the inception of this Agreement is _____ and the City's representative ("**City Representative**") is Matthew Abbot, Planner. Any subsequent changes shall be made in writing to the other party. These party representatives will coordinate and cooperate in connection with the performance of the Consultant's Services hereunder, necessary access to City property, and the like. The City Representative shall have no power or authority to make any material changes to this Agreement including but not limited to material changes to the term, scope, price, payment or other provisions thereof.

(c) Notwithstanding Consultant's delivery of services hereunder including development of a logo, the decision of whether to utilize the logo and/or guidebook shall be at the City's sole and complete discretion.

2. Term of Engagement; Schedule.

(a) Term. This Agreement shall commence on such date that is set forth in a notice to proceed ("**Notice to Proceed**") and shall continue in full force and effect until the Services are completed according to this Agreement, until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through earlier termination of the Term for Services that have been completed in accordance with the terms of this Agreement and which the City has accepted in due course.

(b) Schedule. The parties agree that the Services to be provided under this Agreement shall be completed no later than **August 25, 2023** ("**Completion Date**"). The Completion Date shall be deemed TIME OF THE ESSENCE.

3. Compensation; Record of Activities. In consideration of its performance of the Services under this Agreement the Consultant will be paid a maximum not to exceed amount of \$27,700. Payment shall be made according to the percentage of the task performed in accordance with the Schedule set forth in **Exhibit A** of this Agreement and consistent with the method set forth in paragraph 4 (b) below.

4. Source of Funds; Payment.

(a) Source of Funds. The funds for Consultant's payment shall come from the Department's General Communications Fund (operating budget).

(b) Method of Payment. The Consultant shall submit complete invoices with all backup documentation as required by this Agreement, to the City on a monthly basis for the prior month's Services rendered and any permitted reimbursable expenses, which invoices the City shall pay within forty-five (45)

days of receipt. The City shall pay all undisputed portions of such invoices until the disputed portion is resolved.

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City.

6. Proprietary Rights. With regard to the Services performed, the City shall own all right, title and interest in such Consultant's work under this Agreement. The Consultant expressly acknowledges and agrees that its work, including but not limited to development of the Logo and the Logo itself, constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City. Alternatively, should the work fail to qualify as a work for hire, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work and Services under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work and Services in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects. Notwithstanding anything contained in the foregoing to the contrary, the Consultant acknowledges that in the performance of its Services, it possesses all rights, proprietary and otherwise, utilized in rendering such Services and represents and warrants that it has a license to use the proprietary or other rights owned by a third party, which license shall be provided to the City on written request.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential or as a draft ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the party, (ii) information already in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it, (iv) information required to be disclosed under the Connecticut Freedom of Information Act, or (v) information required to be disclosed under court order.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other

party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-Circumvention. The Consultant shall not hire or employ a City employee involved in this Agreement as an employee of the Consultant until one (1) year following the expiration of the Term of this Agreement and such Consultant shall ensure that such former City employee shall be obligated to observe the requirements for non-disclosure of Confidential Information contained herein.

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, has in its employ or will hire qualified and trained personnel to perform the Services required, and agrees to perform a substantial portion of the Services as required by City ordinance.

(b) The Consultant represents that it can commence the Services promptly as set forth herein and shall complete the Services in a timely manner according to the Schedule approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not

violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant shall not subcontract any of its Services to third parties without prior written notice to the City and receipt of the City's prior written consent and shall ensure that any such subcontractor provides evidence of insurance as required of the Consultant herein prior to the subcontractor rendering any of its services.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees, agents or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or that reflects on the Consultant's business integrity or honesty that resulted or may result in the imposition of a monetary fine in excess of \$10,000, injunction, criminal conviction or other penal sanction longer than one (1) year, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner pursuant to the Standard of Care applicable to such Services within the State of Connecticut and shall diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

These representations and warranties shall survive the Term of this Agreement.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available at law or in equity.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF PROVISIONS REGARDING PROPRIETARY RIGHTS, CONFIDENTIAL INFORMATION OR NON-CIRCUMVENTION, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective (a) on the date delivered in person by hand, (b) by overnight mail or delivery service or (c) on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Department of Planning
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

City Attorney
Office of the City Attorney
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

If to the Consultant:

At the address specified above.

Termination For Default; Termination For Convenience.

(a) Termination For Fault. This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement upon the giving of thirty (30) days prior written notice if the other party breaches any material provision hereof and fails after receipt of written notice of default to correct or cure such default unless the defaulting party details in writing to the other within such 30-day period the reasons why such default cannot be so corrected or cured within that time, whereupon the non-defaulting party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action to completion in a manner reasonably acceptable to the non-defaulting party in the exercise of its commercial business judgment, reasonably exercised. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to such party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations regarding Confidential Information, Injunctive Relief, Non-Circumvention or Representations and Warranties.

(b) Termination For Convenience. The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination, which shall not affect the City's obligations for the payment of Compensation for Services rendered in compliance with this Agreement in the ordinary course through the date of termination.

(c) Suspension of the Work. The Consultant may not suspend. The City may suspend the work under this Agreement upon giving written notice of suspension, which shall not affect the City's obligations for the payment of Compensation for Services rendered in compliance with this Agreement in the ordinary course through the date of suspension.

14. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved in a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the

withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE SERVICES, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT, AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data under applicable law, agrees to comply with the security requirements imposed by the United States Government or any state or local government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other State or local government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant 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 for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities performed in connection with Services rendered under this Agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected and appointed officials, officers, department heads, employees or agents.

(b) Insurance Requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant shall require similar coverage from every subcontractor or subconsultant in any tier according to the work or Services being performed and shall ensure that the City is named as additional insured with notice of cancellation **by policy endorsement** in the same manner as required for insurance coverages required of the Consultant. The Consultant 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.

Professional Liability Insurance (errors and omissions) with limitations of a minimum of \$1,000,000 per occurrence.

(b) 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 Department, City of Bridgeport, City Hall Annex, 999 Broad Street, Bridgeport, Connecticut 06604.

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

Additional Insured—The Consultant and its permitted subcontractors shall arrange with their respective insurance agents or brokers to name the City, its elected and appointed officials, officers, department heads, employees and agents on all policies of primary and excess commercial general liability and automobile liability 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 during the Term 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 and appointed officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing
999 Broad Street
Bridgeport, Connecticut 06604”

18. Non-discrimination. The Consultant agrees not to discriminate or permit discrimination against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, 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. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and other Executive Orders that may apply from time to time and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this Agreement is subject to the

Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications to the City shall be made orally or in writing to Lynn Haig or her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent which may be withheld in the exercise of its commercial business judgment and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, health emergency or pandemic, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively

be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this Agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Property Access. The parties understand that it is the City's obligation to obtain legal access to City property or other property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

(k) Authority. The person executing this Agreement on behalf of the Consultant is duly-authorized to do so. The person executing this Agreement on behalf of the City is duly-authorized to do so by virtue of [resolution] [ordinance section] [other].

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.

CITY OF BRIDGEPORT

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Schedule of Deliverables and Payments

**Exhibit A
Schedule**

	FEBRUARY			MARCH			APRIL			MAY			JUNE								
	2/6	2/13	2/20	2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5	6/12	6/19	6/26
	Board of Public Purchase Approval						3/20	Council Meeting Approval						Focus Group Session One							
2/8	Board of Public Purchase Approval							Focus Group Session One						Discovery Findings & Insights							
								1st Round, Concept, Creative						Focus Group Session Two							
								Creative Dev, Guidelines Dev, Implementation Plan Dev						Online Survey							
								Logo Concept & Creative Files, Guidelines, Implementation Plan Delivered													

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

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. Scalò
Eroll V. Skyers



February 15, 2023

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:
Proposed Settlement of Pending Litigation in the Matter of Andre C. Forde v. City of Bridgeport, and Eric Amado in his official capacity as Personnel Director of the City of Bridgeport, Docket No. FBT-CV-22-6118716-S

Dear Councilpersons:

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.

EXECUTIVE SUMMARY

- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** City Attorney Mark T. Anastasi and Deputy City Attorney John P. Bohannon, contact information above.
- d. **Approval Deadline:** March 6, 2023 City Council meeting.

e. Case Summary: Former City Labor Relations Director Andre Forde filed suit against the City and various of its officials alleging his employment with the City was wrongfully terminated. The City defended against plaintiff Forde's claims, asserting that he had voluntarily resigned his employment when it became apparent he was "not a good fit" for the position to which he had been appointed. The City's Civil Service Commission supported defendant's legal position. Nevertheless, in order to avoid the vagaries, risk, and costs of litigation the parties in their mutual best interests agreed to this global settlement that resolved their pending legal disputes.

f. Council Action Requested: Approval of proposed settlement in the total amount of \$53,711.54 to Andre C. Forde for severance pay and \$4,000.00 to Willinger, Willinger & Bucci, P.C. (for attorney's fees and litigation costs).

g. Financial Impact Analysis: Total cost to the City will be \$53,711.54 to Andre C. Forde, and \$4,000.00 to Willinger, Willinger & Bucci, P.C.

h. Funding Budget-Line: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*" for the attorney's fees and litigation costs totaling \$4,000. The severance pay award will either be paid from this same City Attorney Office account, unless the Office of Labor Relations salary account has sufficient funds available (in either case such payment will be subject to standard employee salary withholdings).

i. Proposed Motion: Motion to authorize and approve payment of \$53,711.54 to Andre C. Forde and \$4,000.00 to Willinger, Willinger & Bucci, P.C., in full and final settlement of *Matter of Andre C. Forde v. City of Bridgeport, and Eric Amado, in his official capacity as Personnel Director of the City of Bridgeport, Docket No. FBT-CV-22-6118716-S*

- Very truly yours,

Mark T. Anastasi

Mark T. Anastasi
City Attorney

cc: Lydia Martinez, City Clerk
Mark T. Anastasi, City Attorney
John P. Bohannon, Deputy City Attorney
Carolina Lopez, Paralegal

Item # *19-22 Consent Calendar

Budget Transfer to FY 2022-2023 From: Department of
Emergency Operations Center Salary Account #01290000-
51000 (\$80,000) To: Emergency Operations Center Security
Services Account #01290000-56225 (\$80,000) for
retention/payment of security guards for the rest of FY 2022-
2023.



**Report
of
Committee
on**

Budget and Appropriations

City Council Meeting Date: February 21, 2023

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

Please Note: Mayor did not sign Report.

ATTEST

CITY CLERK

23 MAR 13 PM 2:1

RECEIVED
CITY CLERKS OFF



City of Bridgeport, Connecticut

Office of the City Clerk

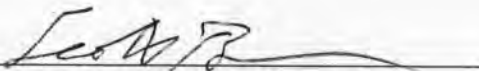
To the City Council of the City of Bridgeport:

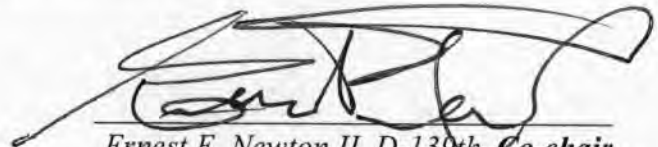
The Committee on Budget and Appropriations begs leave to report; and recommends for adoption the following resolution:

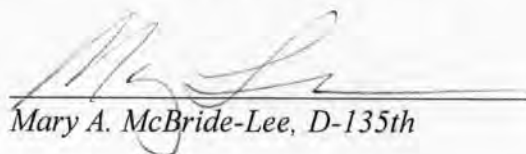
Item No. *19-22 Consent Calendar

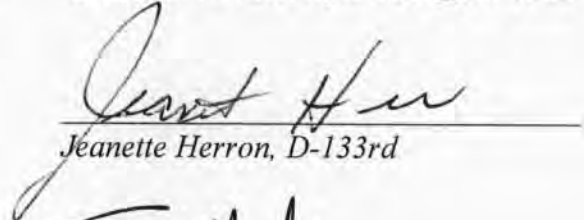
RESOLVED, That the attached justification document regarding a Budget Transfer from Fiscal Year 2022-2023 From: Department of Emergency Operations Center Salary Account #01290000-51000 (\$80,000) To: Emergency Operations Center Security Services Account #01290000-56225 (\$80,000) to continue payment of security guards located at 752 East Main Street, 999 Broad Street and 45 Lyon Terrace Buildings for the rest of FY 2023, be, and hereby is APPROVED.

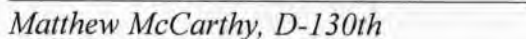
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS**


Scott Burns, D-130th, Co-chair


Ernest E. Newton II, D-139th, Co-chair


Mary A. McBride-Lee, D-135th


Jeanette Herron, D-133rd


Matthew McCarthy, D-130th


Tyler Mack, D-131st


Amy Marie Wizzo-Poniceia, D-134th

City Council Date: February 21, 2023

CITY OF BRIDGEPORT
Office of Policy & Management
JUSTIFICATION DOCUMENT
JD # 2

BE IT RESOLVED:

That the Common Council of the City of Bridgeport finds that the unencumbered balance of the "transferred from" appropriation(s) listed below equals or exceeds the estimated expenditures of the City required for such purpose during the remainder of the current fiscal year. The Council finding that the remaining amount after transfer is sufficient for all expenditures of the City for the purpose thereof during the budget year is justified by the following determination of facts and actions taken:

The Department of Emergency Operations has submitted Budget Transfer from their Salary account 01290000-51000 in the amount of \$80,000 to their Security Services account 01290000-56225. The purpose of the Budget Transfer is to continue payment of the security guards located at 752 East Main Street, 999 Broad Street and 45 Lyon Terrace Buildings. The Office of Policy and Management recommends the Budget Transfer to continue retention of the Security Guards in these Bldgs for the rest of the FY 23 Fiscal Year. OPM certifies that the Salary Savings from the Budget Transfer will be derived from vacant positions of Public Safety Telecommunication Personnel(tco) in the EOC Department

Appropriation Account Number	Allocated To	Approved Budget	Amount of Transfer	After Transfer
01290000-51000	From	\$3,525,449	(\$80,000)	\$3,445,449
01290000-56225	To	\$120,000	\$80,000	\$200,000
Total		\$3,645,449	\$0	\$3,645,449

REVENUES:

A. BE IT FURTHER RESOLVED:

That the Common Council finds that such transfer of funds will not reduce city revenues or revenue estimates for the current or future fiscal year.

COMMENTS:

Please make the above budget transfer revision to reflect a more accurate distribution of funds.

Chairman Budget/Appropriations Committee:

Date of action:

G/L ACCOUNT - MASTER INQUIRY

Org code: 01290000 EMERGENCY OPERATIONS CENTER Type: E
 Object code: 51000 FULL TIME EARNED PAY Status: A
 Project code: Budgetary: Y

Fund 01 GENERAL FUND
 FUNCTION 02 PUBLIC SAFETY
 AGENCY 024 EMERGENCY OPERATIONS CENTER
 DEPARTMENT 290 EMERGENCY OPERATIONS CENTER
 LOCATION 000 NO LOCATION
 UNKNOWN
 UNKNOWN

Full description: FULL TIME EARNED PAY Short desc: FT EARN PA
 Reference Acct: Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	184,704.61	.00	.00	3,525,449.00
02	225,699.40	.00	.00	.00
03	280,152.09	.00	.00	.00
04	222,802.34	.00	.00	.00
05	214,631.29	.00	.00	.00
06	254,306.31	.00	.00	.00
07	206,991.68	.00	.00	.00
08	52,460.07	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	1,641,747.79	.00	.00	3,525,449.00

	ACTUAL	ENCUMBRANCE	BUDGET
Actual (Memo)	1,641,747.79		3,525,449.00
Encumbrances	.00		.00
Requisitions	.00		.00
Total	1,641,747.79		.00
Available Budget	1,883,701.21		.00
Percent Used	46.57		3,525,449.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	ORIG LOAD	3,591,509.00
Actual-Last Yr	.00	REQUESTED	3,525,449.00
Estim-Actual	3,525,449.00	OPM	3,525,449.00
	.00	MAYOR	3,525,449.00
		COUNCIL	3,525,449.00

G/L ACCOUNT - MASTER INQUIRY

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	192,751.23	.00	3,591,509.00
02	227,969.01	.00	.00
03	219,259.77	.00	.00
04	273,779.72	.00	.00
05	219,948.07	.00	.00
06	275,165.25	.00	.00
07	218,985.01	.00	.00
08	233,409.48	.00	.00
09	248,908.23	.00	.00
10	292,228.89	.00	.00
11	232,981.79	.00	.00
12	338,740.82	.00	.00
13	.00	.00	.00
Tot:	2,974,127.27	.00	3,591,509.00

----- PRIOR YEARS TOTAL AMOUNTS -----	
2022 Actual	2,974,127.27
2022 Closed @ YE	2,974,127.27
2022 Encumbrance	.00
2022 Memo Bal	2,974,127.27
2021 Actual	2,936,586.35
2020 Actual	2,973,288.73
2019 Actual	2,889,150.72
2018 Actual	2,566,010.62
2017 Actual	2,424,019.46
2016 Actual	2,642,185.21
2015 Actual	2,832,471.83
2014 Actual	2,517,252.07
2013 Actual	2,543,423.69
2022 Orig Budget	3,591,509.00
2022 Bud Tfr In	.00
2022 Bud Tfr Out	.00
2022 C Fwd Budget	.00
2022 Revsd Budget	3,591,509.00
2021 Orig Budget	3,439,081.00
2021 Revsd Budget	3,439,081.00
2020 Orig Budget	3,228,008.00
2020 Revsd Budget	3,228,008.00
2022	57.00
2021	57.00
2020	57.00

----- FUTURE YEAR AMOUNTS -----	
PER	2024 BUDGET
00	.00
01	.00
02	.00
03	.00
04	.00
05	.00
06	.00
07	.00
08	.00
09	.00
10	.00
11	.00
12	.00
13	.00
Tot:	.00
2024 ORIG LOAD	.00
2024 REQUESTED	.00
2024 OPM	.00
2024 MAYOR	.00
2024 COUNCIL	.00
2024 Revised	.00
2025 Estimate	.00
2026 Estimate	.00
2027 Estimate	.00
2028 Estimate	.00
2024 Memo Bal	.00
2024 Encumbrance	.00
2024 Requisition	.00

----- ACCOUNT NOTES -----

** END OF REPORT - Generated by Anaeto, Mark **

G/L ACCOUNT - MASTER INQUIRY

Org code: 01290000 EMERGENCY OPERATIONS CENTER Type: E
 Object code: 56225 SECURITY SERVICES Status: A
 Project code: Budgetary: Y

Fund 01 GENERAL FUND
 FUNCTION 02 PUBLIC SAFETY
 AGENCY 024 EMERGENCY OPERATIONS CENTER
 DEPARTMENT 290 EMERGENCY OPERATIONS CENTER
 LOCATION 000 NO LOCATION
 UNKNOWN
 UNKNOWN

Full description: SECURITY SERVICES Short desc: SCRITY SVCS
 Reference Acct: Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	12,575.00	11,925.00	.00	120,000.00
02	17,081.00	21,950.00	.00	.00
03	16,138.50	-16,566.00	.00	.00
04	11,484.00	39,516.00	.00	.00
05	17,112.00	-17,112.00	.00	.00
06	17,076.00	-17,076.00	.00	.00
07	17,478.00	-11,582.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	108,944.50	11,055.00	.00	120,000.00

	ACTUAL	BUDGET
Actual (Memo)	108,944.50	120,000.00
Encumbrances	11,055.00	.00
Requisitions	.00	.00
Total	119,999.50	.00
Available Budget	.50	.00
Percent used	100.00	120,000.00
Inceptn to SOY	.00	.00
Encumb-Last Yr	.00	110,000.00
Actual-Last Yr	.00	110,000.00
Estim-Actual	120,000.00	120,000.00
	.00	120,000.00
		120,000.00

Item # 18-22

Agreement with the International Association of Firefighters (IAFF), AFL-CIO, Local 834 regarding their Bargaining Unit Contract for the period of July 1, 2020 through June 30, 2025.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: February 21, 2023

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

Approved by: _____
Joseph P. Ganin, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
23 MAR 13 PM 2:01
ATTEST
CITY CLERK



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. 18-22

RESOLVED, That the attached Agreement between the City of Bridgeport and The International Association of Firefighters (IAFF), AFL-CIO, Local 834 regarding their bargaining unit contract for the period of July 1, 2020 through June 30, 2025, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-chair

Jorge Cruz, Sr., D-131st

Maria H. Pereira, D-138th

Matthew McCarthy, D-130th, Co-chair

Rosalina Roman-Christy, D-135th

Frederick Hodges, D-136th

Ernest E. Newton, Jr., D-139th

City Council Date: February 21, 2023

AGREEMENT BETWEEN

**THE
CITY OF BRIDGEPORT**

AND

**THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

AFL-CIO, LOCAL 834

JULY 1, 2020 THROUGH JUNE 30, 2025

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PREAMBLE

The following contract, entered into as of the first day of July 1, 2020 by and between respectively, the City of Bridgeport, Connecticut, hereinafter referred to as the "City", and Local 834, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the City of Bridgeport and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

ARTICLE 1 – RECOGNITION

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the employees covered by this contract, for the purposes of establishing wages, hours and other conditions of employment. The employees covered by this contract are all uniformed and investigatory positions, including the position of safety officer, and uniformed and non-uniformed positions in the Maintenance Division within the Bridgeport Fire Department, except that of, Deputy Fire Chief Executive Officer, Deputy Chief of Administration / Operations, Fire Marshal and Fire Chief. The City agrees that the Deputy Chief of Administration / Operations will be hired from within the Union.

ARTICLE 2 – PAYROLL DEDUCTION OF UNION FEES, DUES AND ASSESSMENTS

The City shall deduct weekly and remit to the Union's Secretary-Treasurer, not later than the week in which the deductions were taken, Union dues, initiation fees, assessments or their equivalents, together with a list of names of employees from whose wages such deductions have been made, from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employees wages except when authorized by him/her on an appropriate form, a signed copy of which must be submitted to the City. Such authorization shall be for the life of the contract and shall be continued thereafter if a contract exists between the City and the Union. Any fine or assessment levied by the Union may be deducted if authorized by the employee.

After June 27, 2018 any newly hired employee (firefighter recruit) may choose to join the Union as a dues paying member prior to completion of Basic Fire Training School, but no later than one hundred twenty (120) days from his/her date of hire.

The Union shall hold the City harmless against all claims and the expense resulting from such claims, asserted by virtue of action taken or not taken by the City pursuant to this Article.

ARTICLE 3 – EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT

The City shall give to each present employee, and to each new employee when hired, a copy of this Agreement within sixty (60) days of ratification. New employees are appointed to a bargaining unit class at the time of hire. The City shall also supply to the Union a complete copy of this

Agreement including but not limited to all appendices on a computer compatible disc. The City shall also supply a copy of this Agreement to each Engine House and Division.

ARTICLE 4 – BULLETIN BOARDS

The City shall permit the reasonable use of all bulletin boards located in the respective Fire Houses, by the Union for the posting of notices concerning Union business and activities. However, if the Union wishes an additional bulletin board, it may, at its expense, install a bulletin board no larger than 18" x 24" in any Fire Station or Division for the posting of official Union notices.

ARTICLE 5 – DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or warned, either in writing or orally, except for just cause. Investigations into allegations of matters which may result in disciplinary action will be initiated within ninety days (90) of when the Chief becomes specifically aware of the exact nature of the alleged violation in written format. The Chief shall have six (6) months from the initiation of the investigation to bring charges. All meetings or hearings of a disciplinary nature shall be held while the employee is on duty unless the seriousness of the infraction is such that immediate action is necessary. Each such employee who is so disciplined, and the Union, shall receive written notice of said discipline no later than forty-eight (48) hours, excluding Saturdays, Sundays, and Holidays, after said discipline is so ordered. If any employee is so disciplined and in the judgment of such employee, this action is taken without just cause, the employee may, no later than fourteen (14) days after the date of such action, appeal in writing to the Board of Fire Commissioners to have the action rescinded and/or have the severity of the punishment reduced.

Within seven (7) days, exclusive of Saturdays, Sundays and Holidays, after receiving such appeal, said Board of Fire Commissioners shall arrange to and meet with the Union's Grievance Committee for the purpose of attempting to resolve this dispute. If such employee or the Union is dissatisfied with the result of such meeting the Union may, no later than twenty (20) days after receiving the decision resulting from such meeting submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, which Board shall hear the dispute and render a decision which shall be final and binding on all parties. Said Board of Mediation and Arbitration shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay. However, the Arbitrator shall not have the authority to add, amend, or modify the terms of the contract.

The Union shall at each step of the disciplinary procedure provide the City's Labor Relations Officer with written notification prior to the meeting scheduled for such disciplinary action by the Board of Fire Commissioners. Such notice shall contain a copy of the Union notice requesting such meeting.

The time limits specified herein may be extended by agreement of all parties.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1 - Should any employee or group of employees feel aggrieved concerning the employee's or their wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Contract, or which are provided for in any statute, Charter provision, ordinance, rule or regulation which is not in conflict with this Contract, or concerning any condition or matter arising out of the employee-employer relationship, including any claims of discrimination and any matter or condition affecting the employee's or their health or safety, except transfers and/or assignments which are not in conflict with Section 2 of Article 8, adjustment shall be sought as follows:

- a) The Union shall submit such grievance in writing to the Chief of the Fire Department, setting forth the nature and particulars of the grievance within ninety (90) days of when the alleged violation occurred or when the grievant knew, or reasonably should have known, of the alleged violation. The parties recognize that potential violations of the various wage provisions of this agreement may not be immediately known to the grievant. Within five (5) days exclusive of Saturdays, Sundays and Holidays, after said Chief receives said grievance, he shall arrange to and shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance.
- b) If such grievance is not resolved to the satisfaction of the Union by the Chief within five (5) days, exclusive of Saturdays, Sundays and Holidays, after such meeting, the Union may present such grievance in writing to the Board of Fire Commissioners. Within seven (7) days, exclusive of Saturdays, Sundays and Holidays, after said Fire Board receives such grievance, the Board shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- c) If such grievance is not resolved to the satisfaction of the Union by the Fire Board within five (5) days exclusive of Saturdays, Sundays and Holidays after such meeting, the Union may present such grievance in writing within fourteen (14) days to the Civil Service Commission. Within seven (7) days, exclusive of Saturdays, Sundays and Holidays, after said Civil Service Commission received such grievance, the Commission shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. This step (c) may be waived by agreement of all parties.

Appeals to the Civil Service Commission shall be limited to grievances concerning issues relating to job classifications, promotions and tests.

- d) If such grievance is not resolved to the satisfaction of the Union by the Civil Service Commission within five (5) days after such meeting, the Union may, within twenty (20) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties.
- e) The time limits specified in the preceding sections of this Article may be extended by agreement of the parties.

- f) The Union shall at each step of the grievance procedure, provide the City's Labor Relations Officer with written notification prior to the hearing of the grievance, by the Fire Chief, the Board of Fire Commissioners, and/or the Civil Service Commission. Such notice shall contain a copy of the grievance.
- g) The fee of the arbitrator and the administrative expenses of the arbitration, if any, shall be shared equally by the parties; but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.
- h) If either the City or the Union believe that the other party has violated any provision of the Contract and that such violation was deliberate or intentional, the aggrieved party may bypass any or all steps in the grievance procedure, hereinbefore established, and may submit a grievance directly to the Connecticut State Board of Mediation and Arbitration claiming that such violation was deliberate or intentional.

Said Board shall hear and act on such dispute and render a decision which shall be final and binding on all parties. If the Board determines that either party has deliberately or intentionally violated any provisions of this Contract, in addition to the powers granted to it by the previous provisions of this Article and by the Connecticut General Statutes, said Board is hereby authorized to award damages to the aggrieved party and impose penalties on such contract violator in an amount and in a manner which, in the Board's judgment will discourage further or future attempts to deliberately or intentionally violate any provision of this Contract. Such damage awards may include, but are not limited to, monetary payments and such penalties may include, but are not limited to, withdrawal of recognition of the employee organization and suspension of employee organization dues check-off. However, the Arbitrator shall not have the authority to add, amend, or modify the terms of the contract.

ARTICLE 7 – UNION BUSINESS LEAVE

Section 1 - The five (5) members of the Union Negotiation Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time when such members are scheduled to be on duty.

Section 2 - The three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings are scheduled to take place at a time during which such members are scheduled to be on duty. Only union members shall serve as members of the Union Grievance Committee.

Section 3 - Such officers and members of the Union as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the purpose set forth in this section shall not exceed forty-five (45) days in even number years and thirty-five (35) days in odd numbered years which days are covered by overtime work in any contract year.

Section 4 - The President of the Local shall be granted time off from duty with pay for the purpose of the administration of the contract and other labor relations matter.

ARTICLE 8 – STAFFING

Section 1 - The minimum number of people allowed on each engine company, on each platoon shall be:

a)	Fire Fighters	Fire Officers	Pumper Engineer
Engine 1	Two	One	One
Engine 3	"	"	"
Engine 4	"	"	"
Engine 6	"	"	"
Engine 7	"	"	"
Engine 10	"	"	"
Engine 12	"	"	"
Engine 15	"	"	"
Engine 16	"	"	"

b) The minimum number of people allowed on each truck company on each platoon shall be:

	Fire Fighters	Officers
Truck 5	Three	One
Truck 6	"	"
Truck 10	"	"
Truck 11	"	"

Effective upon the ratification of this Agreement, the City and the Union agree that Article 8 Staffing, Sections 1A, 1B, 1C, and 1E, shall remain unchanged in regard to the minimum working staff level on duty per shift (A, B, C, and D), citywide, assigned to platoons or companies of 62 (min). The Parties agree that the maximum working staff level on duty per shift (A, B, C, and D), citywide, assigned or detailed to platoons or companies shall not exceed 66 employees (max). The maximum staffing level of 66 per shift (A, B, C, D) will become permanent contract language and will not sunset at the end of this contract.

- c)** The minimum number of people allowed on Rescue 5 shall be three (3) Fire Fighters, and one (1) Officer and one (1) Pumper Engineer.
- d)** Irrespective of its designation, the minimum number of personnel allowed on an apparatus, commonly known as a "Quint", shall be two Fire Fighters, one (1) Fire Officer and one (1) Pumper Engineer.
- e)** There shall be one (1) Fire Lieutenant to be assigned by the Fire Chief such duties as the Fire Chief finds necessary.

- e 1) The Union agrees that this position of Aide to the Fire Chief be changed from Captain to Lieutenant, so long as the Captain's position is retained and reassigned to the Special Services Division.
- f) There shall be one (1) Lieutenant assigned as an Assistant Chief's Aide on each shift, to each of the Assistant Chief's on duty.
 - f 1) It is understood and agreed that the assignment as an Aide to an Assistant Chief is made or terminated at the sole discretion of the Fire Chief.
- g) Nothing herein shall be construed so as to prevent the City from changing the number of companies after consultation with the Union. In the event that any new company is established the minimum staffing standards as above will control.
- h) There shall be four (4) Fire Lieutenants assigned to the position of Safety Officer. There shall be one Safety Officer in the (A) Shift, one in the (B) shift, one in the (C) shift and one in the (D) shift. They are line personnel which count towards the minimum and maximum of staffing levels. The Union agrees that the Safety Officers permanently assigned to all shifts (A, B, C, D) be the rank of Lieutenant, so long as the Captain's position is retained and reassigned to the Special Services Division.

Section 2 - Employees may be temporarily reassigned in order to maintain the minimum staffing requirements.

Section 3 - In the event staffing should fall below the minimum staffing requirement after reassignment such shortage shall be filled by overtime in accordance with Article 11.

Section 4

- a) There shall be at least one regular officer on duty at all times in Engine House 3/4, Engine House 6, Engine House 7 and Engine House 10 and two (2) regular officers on duty at all times in the Fire Headquarters. There shall be at least one regular Assistant Chief on duty at all times.
- b) After reassignment should the number of regular officers fall below that identified in Section 4 (a), the regular officer from the appropriate overtime roster shall be offered the opportunity to work overtime.
- c) For the purpose of this Section, acting officers shall not be considered regular officers, provided however, that provisional officers shall be considered as regular officers.

Section 5

The Special Services Division will consist of a minimum of one (1) Assistant Chief and three (3) Captains, to be assigned as follows: One (1) Captain of Training, One (1) Captain of Emergency Management/Communications, One (1) Captain of Safety/EMS

Section 6

The Administrative Division will consist of a minimum of 1 Captain, 1 Lieutenant (Fire Chief's Aide) and two Firefighters from the bargaining unit, one Firefighter will staff the supply/quartermaster position.

Section 7

The Maintenance Division will consist of one (1) Foreman, and not less than three (3) Fire Equipment Mechanics

Section 8

The Fire Marshal Division will consist of one (1) Fire Marshal, one (1) Deputy Fire Marshal, a minimum of one (1) Senior Inspector, and not less than nine (9) Inspectors. All positions, with the exception of the Fire Marshal, shall be promoted from the union. The Fire Marshal may be promoted from the union, but will leave the bargaining unit upon promotion.

ARTICLE 9 – HOLIDAYS

Section 1 - Each employee who works on a legal holiday which the employee is regularly assigned to perform such work, or whose normal day off falls on a legal holiday, or who is on vacation, special leave or injury leave when a holiday occurs, or who is on sick leave on one of the employee's normal days off when a holiday occurs, shall receive a compensatory shift off for each such holiday.

The Chief shall determine, in his/her sole discretion, whether employees of a non-line division may work on a holiday. Each such employee who works on such holiday shall be considered to be an employee who worked on a legal holiday during which the employee is regularly assigned to perform such work. No employee who is on sick leave on a regularly assigned work shift when a holiday occurs shall be entitled to a compensatory shift off for such holiday, unless such employee is confined to a hospital.

Each employee who reports to duty on his regularly assigned work shift which falls on the day of a holiday, shall not be considered to be on sick leave on such day and shall not forfeit a compensatory shift off for such holiday or holiday pay in lieu thereof, unless the employee thereafter reports off duty on sick leave prior to 11:00 a.m. on such holiday when the employee is regularly assigned to work a day tour of duty on such holiday, or prior to 9:00 p.m. on such holiday when the employee is regularly assigned to work a night tour of duty on such holiday.

Each employee shall receive pay for unused Compensatory Days Off at the end of each contract year (March 31st), up to the maximum hereinbefore provided. Payment shall be made on or before the second pay day in April of the following contract year. For Line Personnel, each shift of holiday pay which an employee elects to receive in lieu of compensatory shifts off shall be computed by multiplying the employee's regular hourly rate by twelve (12) hours. For non-Line Personnel each shift of such holiday pay shall be computed by multiplying the employee's regular rate by seven and one-half (7.5) hours.

Each employee who wishes to receive holiday pay in lieu of compensatory shifts off shall notify the Clerk of the Board of Fire Commissioners, in writing, prior to March 31st of each contract year, of the number of shifts of holiday pay, up to the maximum number hereinbefore provided, which the employee has elected to receive for that contract year. On or before the second pay day in April of each contract year, the City shall pay to each employee the holiday pay which the employee has so elected to receive for that contract year.

If an employee has to the employee's credit unused compensatory shifts off at the time of the employee's retirement or death, the employee or the employee's widow(er), as the case may be, shall receive at the time of such retirement or death, holiday pay for each such unused compensatory shift off. If such employee shall die and is not survived by a widow(er), such holiday pay shall be paid to the beneficiary designated by the employee under the terms of the employee's Life Insurance Policy provided for under Section 17.2, of Article 17.

Section 2 - The granting of compensatory days off shall be administered by the Officer-in Charge of each Engine House on each platoon in such a manner so that every employee shall have an equal opportunity to receive the compensatory days off, of the employee's choice, subject to the limitations hereafter set forth.

Section 3 - One (1) employee may be off duty on a vacation or compensatory day on every shift on each platoon in each of the following engine houses: #12, 15, and 16; two employees may be off duty on a vacation or compensatory day off on every shift on each platoon in each of the following engine houses: 3-4, 6, 10, 7-11, and two of the four employees in the East Side/West Side Assistant Chief's offices; and four (4) employees may be off duty on a vacation or compensatory day on every shift on each platoon in Fire Headquarters.

- a) No combination of vacations nor any combination of vacations and/or compensatory shifts off will be allowed in which such vacations and/or compensatory shifts off, exclusive of all other causes, increases the number of employees scheduled off duty on a vacation or compensatory day in excess of seventeen (17) per platoon or a minimum of one (1) per company, whichever is greater.
- b) Compensatory shifts off may be taken in advance of the date on which they are earned. If any employee has received advance compensatory shifts off which the employee has not earned at the time of the employee's separation from the Fire Department, an amount equal to the employee's regular hourly rate, multiplied by twelve (12) hours for line personnel and seven-and one-half hours (7.5) hours for non-line personnel, each such compensatory day off shall be deducted from the employee's last week's pay.
- c) The Officer-in Charge of each Engine House, on each platoon, shall make every effort, and the employees under the Officer's command shall cooperate to make sure that all compensatory shifts off are taken during the contract year in which such shifts off are earned or submitted for pay.
- d) In the Fire Marshal Division, no more than four (4) members may be off duty on vacation leave or compensatory day off (CDO) on any regular work day.

e) In the Maintenance Division, no more than two (2) members may be off duty on vacation leave or compensatory day off (CDO) on any regular work day.

Section 4 - For purposes of this Article, the following days shall be considered as legal holidays: New Year's Day, Martin Luther King's Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving and Christmas Day.

For the purposes of Section 1 and this Section of Article 9 as these provisions apply to employees who regularly perform firefighting duties, New Year's Day shall be considered as occurring on January 1; Martin Luther King's Day on the third Monday of January; Presidents Day on the third Monday of February; Good Friday the Friday before Easter; Memorial Day on the last Monday of May; Juneteenth on June 19th; Independence Day on July 4th; Labor Day on the first Monday of September, Columbus Day on the second Monday of October; Veteran's Day on November 11th; Thanksgiving Day on the fourth Thursday of November; the day following Thanksgiving Day, and Christmas Day on December 25th.

For the purposes of said Section 1 and 4 of this Article as it applies to employees who do not regularly perform firefighting duties, each holiday named in Section 4 shall be considered as occurring on the date on which such holiday is celebrated as a legal holiday for the purposes of this Article by the City of Bridgeport.

In the event that any other City employees are granted a holiday with pay, in addition to those holidays named in this Section, and/or in the event that any other City employees are granted a shift off with pay because of its proximity to any holidays named in this Section, such additional holiday or shift off with pay shall be considered a legal holiday for the purposes of this Article.

Section 5 - Ancillary personnel shall be allowed to take one-half shift off, provided they have compensatory shifts to their credit and further provided that such leave has been approved by the division head. Such request shall not be unreasonably denied.

Section 6 - Should an employee transfer from the line to an ancillary position and should that employee have used compensatory shifts off in advance of being earned, the employee shall not be paid for an equal number of holidays at the rate of pay in the new position during the week of the next regularly scheduled holiday(s).

Section 7 - For the purpose of accruing and using paid time off, a "Shift" shall be considered either a ten (10) or fourteen (14) hours shift.

ARTICLE 10 – WORK WEEK

Section 1 - The regular work week for all employees who perform firefighting duties shall be an average of no more than forty-two (42) hours computed over a period of one (1) year, based upon the schedule of one (1) ten (10) hour day shift, immediately followed by one (1) fourteen (14) hour night shift followed by seventy-two (72) hours off.

For the purpose of accruing and using paid time off, a "shift" shall be considered either a ten (10) or fourteen (14) hour shift.

Section 2 - The work week of employees in Ancillary positions (Administration, Special Services, Maintenance, Fire Marshal) shall be thirty-seven-and-one-half (37-1/2) hours per week, based on a five (5) day, Monday through Friday, seven-and-one-half (7-1/2) hour per day schedule.

All non-line personnel who are required to perform stand-by duties shall receive Forty five (\$45) dollars per day for each such day on which the employee is required to perform such duties.

Section 3 - When, during the twenty-four (24) hour period beginning at eight A.M. (8:00) of any Saturday, Sunday or Holiday, an employee who is performing stand-by duties is required to perform work other than stand-by shall, in the first instance between the hours of eight (8:00) A.M. and seven fifty-nine (7:59) P.M. of that day and in the second instance between eight (8:00) P.M. and seven fifty-nine (7:59) A.M. of the following day shall receive a minimum of four (4) hours overtime pay at one-and-one-half (1-1/2) time the employee's regular hourly rate of pay and a minimum of one hour of overtime pay for each succeeding call back in that same twelve (12) hour period.

Section 4 - Any employee who is required to perform such stand-by duties shall have the option of using a Fire Department Vehicle for transportation and leaving such vehicle at the nearest City Fire Station to said employee's home while on such stand-by duty.

Section 5 - Any employee who is required to perform stand-by duty on a holiday will receive half (1/2) a compensatory day off for each holiday such employee performs such stand-by duty. For said half or full compensatory day(s) the employee has the option of taking the half or full day(s) off (no pay option) within thirteen months of the date such day(s) was earned or being paid for the half or full day(s) in the next pay cycle following the request. The request shall be submitted on a 2326 form.

Section 6 - For the purpose of determining eligibility for overtime, a "tour" shall be considered a ten (10) hour shift immediately followed by a fourteen (14) hour shift.

Section 7 - For the purpose of the transition to 24 hour tours, the parties agree that the changes in the work schedule are not intended to increase or decrease the level of benefits for vacation, holiday, sick, comp days, jury duty, or Union business leave. It is further understood by both parties that the present contract will be amended and that all wording changes will be reviewed and changed to reflect the changes needed to transition to the twenty-four (24) hour schedule.

ARTICLE 11 – OVERTIME

Section 1 - Intent. The City of Bridgeport and the Union agree to establish an overtime assignment system which shall be followed whenever overtime assignment(s) are required for on duty positions performing firefighting duties. It is the intent of the City of Bridgeport and the Union to use Article 11 and the RULES and PROCEDURES FOR OVERTIME HIRING

(Appendix A) to distribute overtime to all members of all ranks of the Bridgeport Fire Department in as fair and equitable a manner as possible.

Non-line employees who hold the rank of Assistant Chief, Captain, Lieutenant, Pumper Engineer, or Firefighter will be permitted to work overtime on the Line outside of their normal scheduled hours at the Line overtime rate for their rank. Non-line personnel are not eligible for overtime while performing "on-call" duty.

Section 2 - Definition. Line Personnel: City of Bridgeport employees who are assigned to firefighting duties on platoon A, B, C, and D, (i.e. Assistant Chief, Captain, Lieutenant, Pumper Engineer and Fire Fighter).

Section 3 - Pay Rate. Any employee with at least two hundred seventy (270) days active service from his/her date of hire, who regularly performs fire fighting duties ("Line Personnel"), works in excess of the employee's regularly assigned work week or work schedule, as provided for in Article 10, and in addition to all other benefits which the employee may be entitled, the employee shall be paid for such overtime at one-and-one-half (1-1/2) times the hourly rate which the employee receives for the employee's regular assigned duties. The regular rate of pay for each pay grade within each classification shall be computed and attached to this agreement. Such appendix shall list the pay grade, yearly base pay, weekly rate, regular hourly rate and overtime rate.

Full Shift: Each employee who works a ten (10) hour day shift or a majority portion thereof or a fourteen (14) hour night shift or a majority portion thereof as overtime duty, shall be paid for such overtime work at the rate of one-and-one-half (1-1/2) times the employee's regular hourly rate multiplied by twelve (12) hours.

Partial Shift: Each employee who works less than a major portion of a ten (10) hour day shift of overtime duty or less than a major portion of a fourteen (14) hour night shift of overtime duty, or if the employee's regular work day or tour-of-duty is less than ten (10) hours, or if the employee regularly performs Fire Alarm Supervisor duties the employee shall be paid for such overtime work at one-and-one-half (1-1/2) times the employee's regular hourly rate multiplied by the actual number of hours the employee works.

Minimum Hours: Notwithstanding any provision herein to the contrary, any employee who is called back to duty to work overtime that is not coterminous with the employee's regular work week shift shall receive overtime pay of a minimum of four (4) hours.

Section 4 - Overview. The current minimum working staff level on duty citywide on each platoon shall be in accordance with the minimum established in Article 8. In the event that overtime is required on platoon A, B, C, or D, it shall be worked by eligible members and distributed on a citywide basis in the manner set forth herein. Distribution and assignment of available personnel shall be in accordance with Article 8, and shall be administered each day by the Assistant Chiefs on duty for the following day/night shift.

The City agrees that it will not take a company off-duty for the purpose of lowering the current daily platoon minimum staffing level established in Article 8 for the purpose of avoiding overtime.

Section 5 - Rules and Procedures For Overtime Hiring. The City and the Union established the Rules and Procedures for Overtime Hiring (Appendix A) for the hiring of personnel on an overtime basis. From time to time, during the term of this agreement, the Rules and Procedures for Overtime Hiring may be amended by approval of the City and the Union to correct any procedural defect(s) in said Rules and Procedures for Overtime Hiring. Said Rules and Procedures for Overtime Hiring shall be approved by both the City and the Union in writing and signed by both the Mayor, or his designee, and the Union President. Any Rules and Procedures for Overtime Hiring instituted or changed shall be distributed by the Chief to each employee in the bargaining unit within fourteen (14) days, in a payroll distribution.

Section 6 - Acting. For the purposes of overtime worked under this Article, any employee, when serving in an acting capacity in a higher rank or classification while working overtime, shall be considered as holding such rank or classification and shall receive compensation in accordance with such rank or classification for all such overtime hours worked.

* Nothing herein shall be construed as a waiver of the City's rights under Article 8, Section 1g.

ARTICLE 12 – VACATIONS

Section 1 - Officers in charge of all companies and divisions shall prepare and submit vacation schedules to the Fire Chief on or by a date determined by said Fire Chief.

Section 2 - The vacation period shall be from April 1 of each calendar year through March 31 of the following calendar year, except that no employee may be on vacation on the following Shift: Christmas Eve Night, Christmas Day or Night, or New Years Eve Night, except ancillary personnel and then on a rotating basis. If any employee wants Christmas Eve Night, Christmas Day or Night and New Years Eve Night, a comp shift must be used.

Section 3 - The following shall be used as a guide to Officers preparing vacation schedules:

- a) Each vacation week shall commence on a Sunday and terminate on Sunday.
- b) Rank (Assistant Chief to Captain to Lieutenant to Pumper Engineer to Fire Fighter) then seniority as outlined in Article 18 shall be the basis for determining preference of vacation weeks. Provided however that no provisional employee shall be considered senior to any employee permanently assigned to a particular classification.
- c) No employee, regardless of rank or seniority, shall choose more than one (1) vacation week until all of the employees of the company or division on the same platoon, shall have chosen one (1) vacation week. No employees, regardless of rank or seniority, shall choose more than two (2) vacation weeks until all of the employees of the company or division on the same platoon, shall have chosen two (2) vacation weeks, and so on.

1. Whenever an employee wishes to postpone one or two full week(s) of the employee's vacation entitlement or any portion thereof, as provided for in Section 3(j) of this Article, from

one vacation year to the next following vacation year the employee may do so by notifying the Chief of the employee's intention to do so.

In the next succeeding vacation year following that notification the employee will select all of the employee's regular vacation entitlement in the manner prescribed by this Article. When all employees in the employee's assigned fire station and that are on the employee's assigned shift have completed all of their vacation entitlement selection then that employee will make the employee's selection of vacation entitlement that the employee had elected to carry over.

Any vacation carried forward pursuant to this subsection shall be compensated for, if paid and not taken, at the rate in effect on March 31st of the vacation year in which the original entitlement arose.

2. Notwithstanding the provisions of paragraph (a) of this Section to the contrary, each employee may split all of the employee's vacation weeks or days in any manner that the employee wishes, provided that the week(s) of the vacation that are split by an employee who regularly performs fire fighting duties, shall total four (4) working days per week. Any such week of vacation which is split by any other employee shall total five (5) working days per week. If there is a conflict under the applicable provisions of (d), (e), (f), (g) or (h) of this Section, a request for a full calendar week of vacation, regardless of rank or seniority, shall prevail over a request for a split vacation, or for any vacation of less than a full calendar week. Employees who split their vacation week or weeks into individual days shall not be required to commence such vacation days on a Sunday. Ancillary personnel shall be allowed to take one-half (1/2) vacation days off, provided that such leave has been approved by the division head. Such approval shall not be unreasonably denied.

- d) No combination of vacations nor any combination of vacations and/or compensatory days off will be allowed in which such vacations and/or compensatory days off, exclusive of all other causes, increases the number of employees scheduled off duty on a vacation or compensatory day in excess of seventeen (17) per platoon or a minimum of one (1) per company, whichever is greater.
- e) When there are two companies in one Engine House: Engine 3 and Engine 4; Engine 6 and Truck 6; Engine 7 and Truck 11; Engine 10 and Truck 10, and the East Side/West Side Assistant Chief's offices; they shall be on each platoon, combined into one (1) roster, and vacations shall be chosen on the basis of rank and seniority. However, two (2) employees shall be allowed on vacation simultaneously in each of the aforementioned Engine Houses on each platoon, provided that one (1) Officer in each Engine House on each platoon shall be on duty at all times. The one (1) Officer position shall be filled in accordance with Article 11 and its Rules and Procedures.
- f) Should the functions of the maintenance shop remain in the bargaining unit, and the number of active mechanics exceed five (5) then two (2) employees shall be allowed to schedule simultaneous vacations.

- g) The four (4) companies located at Fire Headquarters shall follow the provision of subsection (e) of this Section (3) of this Article 12, provided that two (2) Officers on each platoon shall be on duty at all times, and except that four (4) employees shall be allowed to be on vacation simultaneously on each platoon.
- h) The following combinations shall not be on vacation simultaneously from the same company and platoon:
 - 1) Pumper Engineers and Relief Engineers
 - 2) Driver and Relief Driver
- i) Any employee may change all or part of the employee's vacation at any time provided that such newly selected vacation is not in conflict with other vacations previously selected, or with compensatory days off previously selected, and provided that such employee notifies, in writing, the Officer on duty in the employee's Engine House or Division not less than one (1) day prior to the date when the such newly or previously selected vacation is to start, whichever comes first, giving both the original dates and the new inclusive dates.
- j) The Fire Chief shall review vacation schedules; consequently, no schedule shall be in effect until a copy, approved by the Fire Chief, is returned to the company or division.
- k) For employees hired prior to January 1, 2011 vacation shall be earned as follows:

Years of Service	Earned Vacation
One year or less	1 day/month to 1 week
One to Five Years	Two Weeks
Five to Ten Years	Three Weeks
Ten to Fifteen Years	Four Weeks
Fifteen to Twenty Years	Four Weeks and Three Days
Twenty or more Years	Five Weeks and Three Days

- l) For employees hired after January 1, 2011 vacation shall be earned as follows:

Years of Service	Earned Vacation
One year or less	1 day/month to 1 week
One to Five Years	Two weeks
Five to Ten Years	Three weeks
Ten to Eighteen Years	Four weeks
Eighteen or more Years	Five weeks

Section 4 - An employee who requests advance vacation pay will forfeit such advance pay when a previously approved vacation period for which the advance pay has been requested is changed.

Section 5 - All Officers concerned shall forward with the vacation schedules an estimate of the number of employees who will request advance vacation pay.

Section 6 - In the event that any employee is entitled to vacation leave with pay at the time of the employee's retirement or death, the employee or the employee's widow(er) as the case may be, shall receive one (1) weeks' vacation pay for each week of such unused vacation leave. Any unused vacation days shall be paid at the employee's hourly wage at the time of the employee's separation from the department. For the purpose of this section of this Article only, unused vacation days of employees who regularly perform fire fighting duties shall be considered as ten-and-one-half (10-1/2) hour days. For employees who do not regularly perform fire fighting duties, unused vacation days shall be considered as seven-and-one-half (7-1/2) hour days. If the employee is not survived by a widow(er), the payment for such unused vacation, otherwise due the employee's widow(er), shall be made to the beneficiary designated by him/her under the terms of the Life Insurance policy provided for under Section 17.2 of Article 17.

Section 7 - If, during any contract year an employee because of sick leave or injury leave, is required to cancel all or part of the employee's previously selected vacation leave, and if the employee is unable, because of the limitations provided for in Section 3 of this Article, to reschedule such vacation leave during the remainder of the contract year, such canceled vacation leave may be taken by him/her during the following year, subject to the limitations of said Section 3(c).

Section 8 - Employees eligible for two (2) or more weeks of vacation may elect a payout of one (1) week, in lieu of taking that actual vacation time off. The payout will be paid at the base rate in effect when the vacation time was earned. The payout will take place on or before the second payday in April.

Section 9 - Line personnel working Administrative positions shall receive one extra day vacation (going from a 4 day vacation to a 5 day vacation) for each week, or portions there of unused vacation weeks remaining.

ARTICLE 13 - INJURY LEAVE

Section 1 - The City shall pay the hospital, medical, and drug expenses for each employee who is injured or disabled in the performance of duty, provided that the employee reports such injury or disability to the employee's superior officer as soon as the employee becomes aware that such injury or disability was suffered in the line of duty, but in no event shall the employee report the injury later than one (1) year from the date of injury or disability, and further provided that the employee establishes through proper evidence and/or witnesses that such injury or disability was suffered in the performance of the employee's duty. Upon receiving a report that an employee has been injured or disabled in the performance of duty, the superior officer shall make the appropriate entry in the company records and an appropriate report of the same to the Clerk of the Department on Form 2326.

Section 2 - If an employee on Injury Leave 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 testing 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 the employee's regular work. After three (3) months of continuous modified duty, the Union or the employee may request a meeting with the City to review the employee's status.

Section 3 - Each employee injured or disabled as provided under this Article must choose from the list of approved health care providers for the City of Bridgeport Worker's Compensation Managed Care Plan, as may be modified from time to time by the plan administrator, and be approved by the Worker's Compensation Commissioner.

ARTICLE 14 – SPECIAL LEAVE

Each employee shall be granted special leaves, with pay for any day or days on which the employee is able to secure another employee to work in the employee's place, provided.

- a) Such substitution does not impose any additional costs to the City.
- b) Such substitution is within classification only and on a citywide basis.
- c) The Officer-in-Charge of one of the platoons in the Engine House is requested in writing on the appropriate form, not less than one (1) day prior to its becoming effective. Except in cases of an emergency, a request may be made by telephone. Requests for special leave in excess of three (3) consecutive working days shall be made to the Assistant Chief in charge of the platoon.
- d) The Assistant Chief in charge of the platoon on which the substitution is to take place is notified of the substitution as soon as practicable by the Officer-in-Charge of the Engine House on the same platoon.
- e) Neither the Department nor the City is held responsible for enforcing any agreements made between the employees.
- f) Special leave shall be granted citywide.

ARTICLE 14A – MATERNITY LEAVE

Section 1 - Any employee covered by this agreement shall be entitled to take unpaid maternity leave for a period not to exceed six (6) months, commencing no later than the day of birth. An employee who becomes pregnant shall furnish the City with a statement from the employee's physician stating the approximate date of delivery. Any request for maternity leave shall be in writing to the Fire Chief and the Civil Service Commission, with copy of the physician's statement, stating the dates that such maternity leave is to commence and terminate.

Section 2 - Any employee taking a maternity leave under these maternity leave provisions shall be eligible, during the period of disability resulting from pregnancy, to receive paid maternity leave benefits for a period of up to six (6) calendar weeks following birth.

Section 3 - Any employee receiving maternity leave pursuant to these maternity leave provisions, is entitled to paid or unpaid maternity leave benefits in excess of the above limits, before or after the day of birth, provided such employee's physician certifies to the City that an extension of maternity leave is necessary for reasons of the employee's health. The City may, in the event of a request for extended benefits, require an additional opinion from a doctor designated by the City.

ARTICLE 14B – FAMILY LEAVE

Section 1 - Each regular employee shall be entitled to a maximum of eight (8) weeks of family leave of absence without pay within any two (2) year period upon the birth or adoption of a child of such employee, or upon the serious illness of a child, spouse or parent of such employee; and during such leave of absence shall not be replaced on a permanent basis. Upon the expiration of such leave, the employee shall be entitled to return to the employee's original job from which the leave of absence was provided and to all accumulated seniority, retirement, fringe benefits and other service credits the employee had at the commencement of such leave. Such service credits shall not accrue during the leave of absence.

Section 2 - Any regular employee who requests a family leave of absence due to the serious illness of a child, spouse or parent pursuant to Section 1 of this Article shall be required by the Fire Chief, prior to the inception of such leave, to provide sufficient written certification from the physicians of such employee, child, spouse or parent of the nature of such illness and it's probable duration. For the purpose of this section "serious illness" means an illness, injury, impairment or physical or mental condition that involves (1), inpatient care in a hospital, hospice or residential care facility or (2), continuing treatment or continuing supervision by a health care provider.

Section 3 - Any regular employee who requests a family leave of absence pursuant to Section 1 of this Article shall submit to the Fire Chief, prior to the inception of such leave, a signed statement of the employee's intent to return to the employee's position in City service upon the termination of such leave.

Section 4 - In addition to benefits provided in this agreement, nothing contained herein shall abridge any rights granted by either the Federal or state Family Medical Leave Acts or other applicable statutes.

Section 5 – The City policy regarding Family Medical Leave is attached as Appendix D. Such policy may be changed from time to time to conform to changes in federal law.

ARTICLE 14C – SICK LEAVE

Section 1 – All members of the union will adhere to the Absence Control Policy as set forth in this article.

ABSENCE CONTROL POLICY

I. POLICY

To ensure the prompt reporting and treatment of employees who are sick or injured and to provide for the effective control of the benefits provided by the City of Bridgeport for the member's welfare.

II. RATIONALE

The Department operates emergency response facilities which must be ready to meet demands for service day and night. In order to fulfill this obligation, the Department needs everyone on duty every day on which he or she is scheduled to work. All employees, therefore, are expected to strive for attendance by:

- Maintaining reasonable health standards.
- Taking intelligent precautions against illness.
- Making every effort to live and work safely, observing safety procedures and practicing safety rules, both on and off the job.
- Not permitting minor indispositions or inconveniences to keep them away from the job.
- Not abusing sick/injury leave privileges or benefits.

Excessive absence must be regarded as a weakening of the Department's ability to furnish its essential public service. Employees are expected to report for work with regularity in return for compensation. Good attendance is, accordingly, a most important job requirement. Failure to meet this basic job requirement may result in disciplinary action as provided herein.

III. PROCEDURE/RESPONSIBILITY OF MEMBER(S)

1. A Member becoming sick, ill, or injured on or off duty, will notify his/her company officer immediately or as soon as possible at the time of an on-duty sickness or injury or prior to the beginning of the work shift indicating the estimated duration of the absences if possible. In the event that company officer is not available, the member will contact his battalion chief. If he is not available, he/she will contact FCC. FCC will notify company officer and battalion chief.¹

The member must advise the Department of the nature of the member's illness or injury either at the time of the initial notification as provided above or by a separate and immediate notification to the Attendance Review Officer. The employee may choose either form of notification.

2. Injuries suffered on duty must be reported immediately to the members commanding officer immediately after the injury or when the member realizes such and a first report of on duty injury filed as soon as possible.

3. The Department expects that all sick leave and injury leave will be accompanied by a visit for an examination or to obtain medical care as soon as possible if necessary and that the member will obtain a doctor's certificate after three (3) working days or five (5) calendar days, whichever

¹ If the City utilizes an automated absence reporting system, the member may be required to report absences through such system.

is sooner, of continuous sick leave. For purposes of this policy references to "sick leave" and/or "sick" will include injuries suffered off-duty but not injuries (or reoccurrence as provided herein) suffered on duty which are covered under Worker's Compensation.

4. The doctor's medical certificate must be promptly delivered to his/her company officer and/or the Attendance Review Officer if required upon his/her return to duty from sick leave. Documentation of a hospital admission may substitute for a physician's medical certificate.
5. After fourteen (14) days of continuous sick leave, a physician's medical certificate is required indicating the prognosis. The member must deliver such certificate by the close of business on the fifteenth (15th) day to the Attendance Review Officer designated by the Chief.
6. The doctor's certificate(s) must include the following information and/or be on such form as the Department may designate:
 - a. Date and time of physician's visit(s).
 - b. A printed or typed description, as legible as possible, of the diagnosis, nature and prognosis of the member's sickness, illness, or injury.
 - c. Any restrictions on a member's ability to perform his/her duties.
 - d. Date of expected return to duty.
 - e. Member's name, company number, shift and payroll number.

The doctor's certificate(s) and other medical records for the member shall be maintained by the Department in a confidential medical file by the Attendance Review Officer and shall be available only to the Attendance Review Officer, the Chief, the City's licensed or certified medical personnel or as otherwise provided herein. The information in such medical file shall be maintained as confidential unless disclosure is necessary for the health and/or safety of other Department personnel (such as issues of dangerous contagious disease) or for purposes of disciplinary or other action taken under this Policy.

If an employee has more than three (3) occurrences of being off duty for sick leave, in a rolling twelve (12) month period, the employee is required to provide a physician's medical certificate after seven (7) calendar days of continuous sick leave.

7. Upon admission to, or release from, a hospital, the member must report on sick leave in the same fashion as ordinary sick leave. Members are responsible for providing documentation of hospitalization for purposes of this policy.
8. Members on injury leave may be ordered at any time to report to the physician designated by the City under Workers Compensation for a medical evaluation. Members on continuous sick leave for more than fourteen (14) days may be required to release their medical records, related to the specific illness, to City medical personnel and/or may be required to report to a physician designated by City for medical evaluation.
9. A member who becomes sick on duty will report the fact immediately to his/her commanding officer.

IV. RULES GOVERNING MEMBERS OFF ON SICK/INJURY LEAVE

1. Since sick leave is a benefit affording members paid leave time from work to heal and recuperate from being sick, members are expected to limit their activities to those that would be recommended or ordered by a physician as consistent with the reported sickness, during the period of time which the member would have otherwise been regularly scheduled to be working; i.e., corresponding to a ten (10) hour day shift and a fourteen (14) hour night shift or the regular day shift for five (5) day week employees.
2. Therefore, any employees engaging in recreational activities, personal business or personal work activities, other employment or work, or other activities if such are not consistent with conduct or behavior expected of someone on sick or injury leave, will be considered to be misusing and abusing sick and injury leave and will be subject to discipline.
3. At the discretion of the Department, members on extended sick/injury leave may be detailed to Fire Headquarters, Office of Administration. They will consider that office to be their detailed company and are to observe all provisions of this directive through the Captain of Administration (Phone - 203-337-2050).
4. It is mandatory that a member return promptly to duty when medically able to do so and/or after certification of duty status by a physician. A member failing to return to duty promptly will be subject to disciplinary action.
5. The department will consider transitional or modified active duty assignments for any member on injury leave or extended sick leave (generally in excess of twenty (20) days) as a matter of department discretion.
6. Transitional or modified active duty is duty suited to the physical capacity of the sick or injured member. Such capacity will be medically determined. Assigned duties will be based upon and be consistent with the medical determination. For employees on injury leave the determination will be made by the physician(s) assigned for Workers Compensation purposes and for employees on sick leave by a physician acceptable to the City. Such assignments should not generally exceed ninety (90) days in duration and are for the purpose of returning the member to full active duty as soon as possible.

V. PENALTY FOR MISUSE OR ABUSE OF SICK/INJURY LEAVE

Excessive absenteeism, poor attendance, use of leave based on false claims of sickness, injury or exposure to contagious diseases or falsification of cause or proof to justify sick/injury leave, shall be cause for disciplinary action up to and including termination.

VI. RESPONSIBILITIES OF COMMANDING OFFICERS

1. The Company Officer will notify the Battalion Chief of a member's sickness or injury without delay and enter all pertinent information required by this policy in the house journal. No information concerning the nature of the illness shall be recorded or maintained in the house journal or the company files.
2. In all cases, the necessary report is to be prepared without delay.

3. Medical certificates are to be forwarded to the Attendance Review Officer without delay in a sealed envelope marked "Confidential Medical Records". Medical Certificates and other medical information concerning the nature of the sickness or injury, the reason for hospitalization, and/or the diagnosis or similar medical records shall only be retained in the medical files in the control of the Attendance Review Officer. Copies or recording of the confidential information in medical files shall not be retained in other records.

4. In all cases, the company officer shall prepare and forward to the Attendance Review Officer a report containing the following information:

- a. Name, unit, shift, payroll number.
- b. Name of hospital (if applicable).
- c. The date and time of the employee call
- d. The reason for absence given by employee, if any.
- e. Date of entering or leaving hospital (if applicable).
- f. The date of expected return to work if given by the employee.

5. Company Officers will be responsible for keeping records of absences of company members. Suspicious patterns or excessive number of incidents will be brought to the attention of the Attendance Review Officer for review and appropriate action.

VII. ATTENDANCE REVIEW

1. The attendance records of all employees will be reviewed and monitored by the Attendance Review Officer in accordance with the following criteria. A progressive style of discipline will be utilized for attendance review.

2. In reviewing attendance the Department shall consider the following criteria:

- a. Number of occasions;
- b. Pattern of absences (tandem absences, weekend absences, day before/after holidays, last or first day of shift, etc.);
- c. Employee's past record;
- d. Any extenuating circumstances;

3. Employees who meet the following criteria will be required to review their attendance with the Attendance Review Officer. Such review session will take place upon the fourth (4th) occasion of absence due to sickness within a continuously rolling twelve (12) month period. Absences from duty due to injury on duty which are covered by Workers Compensation; any absence for which the employee may be admitted to a hospital; absences on an approved Family and Medical Leave under applicable law; and absences on an approved maternity leave shall not be included.

4. For purposes of this policy an employee will be considered as having excessive number of absences when a review of the records indicates that the employee has been absent from duty due to sickness on more than four (4) occasions within a continuously rolling twelve (12) month period.

5. The Attendance Review Officer will give written notice to the affected employee and other necessary personnel of the above designation. Upon designation of employee as having excessive absences (more than four (4) occasions of absence within a rolling twelve (12) month period), the

Attendance Review Officer will schedule a counseling session with affected employee to review the employee's attendance record and to offer assistance to such employees in improving attendance and in dealing, through EAP or otherwise, with matters which may be affecting attendance.

6. Any employee who wishes to appeal his/her designation by the Attendance Review Officer as having excessive absences may appeal the designation to the Chief of the Department who will review the facts of the case and issue a decision in writing within ten (10) business days of the date such facts are available. The Chief may direct any employee who has been designated as having excessive absences to submit to a physical examination and/or to release medical records, related to the specific illness, from the employee's physician(s) for review. The Chief in considering an appeal or other medical issues under this Policy may consult with the City's medical personnel as appropriate. The results of such examination and any released employee medical records shall be treated as confidential medical records as provided under Section III, Paragraph 6 hereof.

7. The Chief may determine, in his/her judgment, to deny or revoke any benefits, promotions and/or assignments which are within the Chief's discretion to employees who have been designated as having excessive absences.

8. The Attendance Review Officer shall discuss the employee's status with the affected employee upon each occasion when the employee is designated as having excessive absences. The following progressive discipline actions may be taken against a member upon the noted occurrence, so long as the occurrence has taken place within a rolling twelve (12) month period:

- Fifth Occurrence – Written Warning
- Sixth Occurrence – Two (2) shift unpaid suspension and member will be charged for twenty-four (24) hours of overtime as if he/she worked them
- Seventh Occurrence – One (1) week unpaid suspension and be charged forty-eight (48) hours of overtime as if he/she worked them
- Eighth Occurrence – Two (2) week unpaid suspension and be charged sixty (60) hours of overtime as if he/she worked them
- Ninth Occurrence – Four (4) week unpaid suspension and be charged eighty-four (84) hours of overtime as if he/she worked them
- Tenth Occurrence – Employee may be placed on unpaid administrative leave and recommended for termination

9. The affected employee may request that the Chief not pursue sanctions (denial of overtime or discipline under this Policy) on the basis that the employee's overall pattern of absences was caused by a physically based medical condition which results in intermittent and frequent occasions of absences (e.g. Malaria, Lyme Disease, etc.) and which may be reasonably expected to be corrected in the immediate future. The employee shall have the burden of proving such to the Chief and in any appeal or hearing challenging action taken under this Policy.

10. The Chief may, at any time and in his/her discretion, in lieu of disciplinary action as provided above, determine to review the medical status of employees with excessive absences with a view toward the possible retirement of such employee on the basis of disability and to recommend such action to the Board of Fire Commissioners.

11. The above does not preclude separate disciplinary action on such basis as unacceptable absence patterns, unauthorized leave, AWOL, or fraudulent use of sick and injury leave.

VIII. WORKERS COMPENSATION/REOCCURRENCE OF INJURY

Members absent for medical reasons will be marked on sick leave unless it is determined by a physician acceptable to the City that the absence is as a direct result of an on the job injury which has been properly reported and medically documented or is a reoccurrence of an on the job injury which has been previously reported and similarly medically documented.

IX. EFFECTIVE DATE

This Policy shall be effective as of upon ratification of the CBA.

Section 2 – Upon ratification of this CBA, all members shall have their sick leave occurrences set to zero (0), after which the new policy listed above will take effect.

ARTICLE 15 – FUNERAL LEAVE

Each employee shall be granted leave with pay in the event of death in the employee's immediate family. Such leave may start on the day of death and continue through and include the day of burial, cremation, interment or final services, except that in no event shall such leave be more than six shifts. Documentation shall be provided to the Administration for such leave. If the leave is not taken concurrently, documentation must be provided for each shift off. In any event, no more than two (2) shifts can be used as such leave more than thirty (30) days after the date of death.

For the purpose of this Article, the term "immediate family" shall mean and include the following: spouse, parents, step-parents, foster-parents, substitute-parents, mother-in-law, father-in-law, brother, sister, child, grandparents, spouse's grandparents, grandchildren, son-in-law, daughter in-law, stepbrother, and stepsister.

In addition, each employee shall be granted leave with pay of one (1) calendar day (consisting of one (1) day shift and one (1) night shift) to attend the wake, burial, cremation, interment or final services of his brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

Each employee shall be granted four (4) personal shifts each contract year for the purpose of attending to personal business, provided however, that said employee must have attained employee status prior to the start of the contract year. will be no restrictions applied to the use of these days. Personal leave may be used to extend funeral leave. A maximum of two (2) unused Personal Leave shifts shall be paid at the member's rate in accordance with Article 9, Section 1, Paragraph 5. All other Personal Leave shifts must be used or shall be forfeited.

ARTICLE 16 – UNIFORM ALLOWANCE

Section 1

- a) Upon appointment each new employee who is appointed to the Fire Department shall receive an initial uniform allowance of six hundred (\$600) dollars to be paid at the time of appointment.
- b) Each Line employee of the Fire Department shall receive an annual uniform allowance of nine hundred and fifty (\$950) dollars, to be paid on the first pay day of every October.
- b) Each employee who is assigned to a position, the regular duties of which require that the employee wear a dress uniform instead of a work uniform (e.g. Ancillary Divisions, Battalions), shall receive a uniform allowance of one thousand and twenty five (\$1,025) dollars to be paid in each Contract year on the first pay day in October.

Section 2 - The City shall provide each employee with his own protective clothing of good quality and condition. Such clothing shall consist of helmet, bunker pants with leather boots, Nomex hood, safety eye protection, hearing protection, turnout coat, and two (2) pair of gloves. Upon initial appointment, the City shall provide each employee with two (2) department approved patches. The City shall also provide at its expense work clothes for the members of the maintenance division who are members of the bargaining unit.

Section 3 - Employees of the Bridgeport Fire Department shall not be required to wear the employee's uniform to or from work. However, once each year, the Department shall conduct a Class "A" uniform inspection.

Section 4 - The wearing of shorts, baseball caps and polo shirts year-round is permitted as part of the regular uniform. The Chief retains the right to determine when dress uniforms are required.

ARTICLE 17 – HEALTH BENEFITS

17.1 The City shall provide and pay for health benefits for all employees and their enrolled dependents as described below:

A) Medical Benefits in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including "Section V- Schedule of Benefits, Revision 1/1/07), a copy of which is annexed to the originals of this contract and is on file with the City and the Union (the "Medical Plan"). (Appendix B.1.)

B) Drug Prescription family plan with an annual maximum of \$1,000 per enrolled member per plan year. For additional prescription drug charges, 80% will be paid under the plan and 20% will be paid by the employee without annual maximum. The co-payment by the employee shall be five dollars (\$5.00) for generic drugs; ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty five (\$25.00) for all other drugs. Prescriptions shall be limited to a thirty (30) day supply at retail and a ninety (90) day supply by mail. For refills beyond the third, the co-payments and employee payment provided above shall

double at retail. The "Drug Prescription Plan" shall be incorporated by reference to this agreement and attached as Appendix B.1.

C) The twenty-five-dollar (\$25.00) deductible "CIGNA Dental Plan", or its equivalent, excluding orthodontia, in accordance with the City of Bridgeport Dental Plan ("Plan 25") which shall be incorporated by reference to this agreement and attached as Appendix B.2.

D) The "Vision Service Plan", or its equivalent, in accordance with Vision Care Benefits for the City of Bridgeport Vision Plan which shall be incorporated by reference to this agreement and attached as Appendix B.3.

E) The City may offer a plan option that enables employees to receive improved benefits and administration through a network of participating providers.

F) Pursuant to the February 22, 2019 arbitration decision of Richard Kosinski, the City was awarded the right to substitute the Connecticut Partnership Plan 2.0 for the health benefits set forth in Section 17.1 above.

17.2 The City shall provide and pay for the cost of a Group Life Insurance Policy that shall be rounded to the nearest one thousand dollars (\$1,000) which shall be equal to the highest top grade of Fire Fighter's wages listed during the last year of this agreement.

17.3 Whenever an employee covered by this agreement is suspended, the premium on all insurance policies shall be paid throughout the period of suspension, all health benefits provided under Section 17.1 and insurance provided under Section 17.2. Whenever an employee covered by this agreement is terminated, such benefits and insurance shall be provided throughout the period of termination by the City of Bridgeport, provided that the employee has appealed or grieved the termination within the time limits set forth in the disciplinary and/or grievance procedure of this agreement, and for that period of time until a final decision on such grievance has been rendered by the arbitrator(s). Any termination that is sustained by the appeal or grievance process shall result in the employee incurring a debt, promptly due, for the Premium and insurance premiums paid during such period of termination. For the purposes of this Section (and wherever applicable elsewhere in this Article), "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Such pseudo premium cost shall not include the two percent (2%) administrative fee permitted under COBRA.

17.4 The City shall be permitted to substitute insurance arrangements from any source for the Plans provided for in Section 17.1. 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 Sections 17.1. 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 the single member panel rules for 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 plans specified in Section 17.1, the arbitrator 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 17.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

17.5 The City shall provide a payment in lieu of health benefits provided under Section 17.1 for employees that waive such coverage in the amounts of:

Effective 7/1/2020 Three thousand (\$3,000) dollars per year

Said payment shall be paid twice a year in equal portions during the months of July and December.

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

17.7 Each active employee and each employee who retires on or after ratification of this Agreement shall contribute toward the Premium Cost for the medical coverage including prescription, (not including life, vision, or dental coverage) by a monthly payment that shall be deducted on a weekly basis in accordance with the following schedule (Contributions from retirees shall be paid monthly):

Employee Only	12% of the COBRA Rate;
Employee Plus One	12% of the COBRA Rate;
Employee Plus Family	12% of the COBRA Rate;

Effective April 1, 2011

Employee Only	25% of the COBRA Rate;
Employee Plus One	25% of the COBRA Rate;
Employee Plus Family	25% of the COBRA Rate;

The twenty-five percent (25%) PCS cap for members who are active full-time employees on the date of the ratification of this contract is guaranteed to remain intact during the individual employee's employment period.

17.7a Regardless of starting date, any new firefighter hired after January 1, 2011 shall pay a health care premium cost share (PCS) for their medical insurance, including prescription coverage (not to include dental, vision, and life coverage).

17.7b Each active employee hired after January 1, 2011 shall pay a healthcare premium cost share (PCS) of twenty five (25%) percent. Upon ratification of this CBA, all members paying a higher PCS percentage shall have their PCS percentage reduced to (25%).

17.7c For employees hired after January 1, 2011, after the first year of ratification, the PCS percentage shall increase by one (1%) percent per year, until a cap of thirty three and one third (33 1/3%) percent is reached, as indicated in the chart below:

January 1, 2024	26%
January 1, 2025	27%
January 1, 2026	28%
January 1, 2027	29%
January 1, 2028	30%
January 1, 2029	31%
January 1, 2030	32%
January 1, 2031	33%
January 1, 2032	33 1/3%

To ensure that post-2011 employees receive the full benefit of the first year of the PCS percentage change, the City will provide a retroactive payment for healthcare costs to post-2011 employees that receive health insurance from the City. The retroactive payment will cover the PCS percentage difference the employee has paid from the previous CBA to the new PCS percentage rollback to 25%. The retroactive payment will return PCS funds deducted from the employee from January 1, 2023, to the date of the CBA ratification, in excess of 25%.

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

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

17.9

- a) Retirees prior to the execution date 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 and make contributions to coverage, if any, in accordance with such contract. Nothing herein shall prohibit the City from modification of such coverage by agreement with the individual retiree.
- b) For employees who retire on or after August 9, 2000 and prior to June 30, 2001, and their surviving spouses, if any, the City will provide and pay for benefits under their Medical Plan or Medicare part B and the supplemental plan to Medicare Part B offering benefits equal to Medical Plan. Such retirees, and their surviving spouses, if any, shall make the employee contribution to coverage in effect at the time of their retirement. Coverage for surviving spouse shall terminate upon remarriage. Benefits and contributions shall be set forth or as said benefits and contributions may be changed by agreement of the City and the retirees.
- c) For employees who retire on or after June 30, 2001, and their surviving spouses, if any, the City shall provide and pay for the same medical care benefits as provided for the active employees as the same may, from time to time, be modified under future collective

bargaining agreement or, if appropriate due to age, Medicare Part B and Medicare Supplemental Plan to the extent required. In addition, retirees and their surviving spouses shall also receive the same prescription drug coverage as active employees. The retiree contribution to the coverage provided herein, including all co-pays, shall be fixed at the dollar amount equivalent to the premium cost share percentage or co-pay being paid by the member at the time of retirement. In the event the retiree changes his/her level of coverage (i.e. family plan to two person or single) following retirement the retiree's contribution to coverage shall be fixed at the dollar amount equivalent to the premium cost share of the new coverage level at the time of retirement.

- d) If any employee who retires on or after June 30, 1999 shall have available a health care plan through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible for primary coverage under such plan, obtain such coverage, provided such coverage shall not exceed in premium cost and/or contribution for the retiree the cost which the retiree would have paid to the City for a health care plan except as provided below. The retiree shall not take advantage of any buy-out program in such alternative plan. The retiree and the retiree's spouse shall remain in the City's plan even if other coverage is obtained but the City's coverage shall be secondary so long as such other coverage is available. In the event that the retiree's premium cost and/or contribution for such alternative plan would be more than the retiree's payment for the City's plan, and the City shall not have exercised an option to reimburse the retiree, or surviving spouse for such additional cost, the health care plan provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

- e) Any employee hired after January 1, 2014, will not be eligible to receive post-employment medical benefits unless the employee has been approved by CMERS for service Connecticut disability retirement. However, any employee, current and new hires, regardless of date of hire, who is approved by CMERS for a service-connected disability pension, a nonservice connected disability pension or a death benefit, shall receive postemployment medical benefits in accordance with the terms of Section 17.9 of this collective bargaining agreement. In the event of line of duty death, the employee's surviving spouse for life and eligible dependents until age 26 shall be entitled to receive post-employment medical benefits in accordance with what active employees receive and that may, from time to time, be changed in accordance with the active collective bargaining agreement.

Any employee, regardless of date of hire, who is forced to retire due to an inability to perform the essential duties of a firefighter, or the essential duties of their position, if not a firefighter, line of duty or otherwise, shall receive post-employment medical benefits in accordance with the terms of Article 17 of this collective bargaining agreement. The City reserves the right to require the employee to submit to an independent medical examination to confirm the employee's medical condition prevents the employee from continuing to perform their assigned duties. In the event of a disagreement between the employee's treating physician and the independent medical examiner, the city and employee shall confer and select a mutually acceptable third doctor to resolve the issue concerning the employee's ability to perform his/her assigned duties.

- f) All employees hired on or before January 1, 2014 shall be entitled to post-employment medical benefits in accordance with the current contract regardless of the date on which they retire if they meet either of the following two eligibility criteria:
1. Normal Retirement, 25 years of service to the City, regardless of age, employees hired prior to January 1, 2014 receive full medical benefits.
 2. Employees hired prior to January 1, 2014, who have completed 15 years of service to the City and are at least 55 years old, may retire and receive full medical benefits.

Except as otherwise provided, for all current employees, their surviving spouses and any eligible dependents, if any, the City shall provide and pay for the same medical care benefits as provided for active employees as the same may, from time to time, be modified under future collective bargaining agreement or, if appropriate due to age, Medicare Part B and Medicare Supplemental Plan to the extent required. In addition, retirees, their surviving spouses and eligible dependents shall also receive the same prescription drug coverage provided herein, including all co-pays, shall be fixed at the dollar amount equivalent to the premium cost share percentage or co-pay being paid by the member at the time of retirement. In the event the retiree changes his/her level of coverage (i.e. family plan to two person or single) following retirement the retiree's contribution to coverage shall be fixed at the dollar amount equivalent to the premium cost share of the new coverage level at the time of retirement. Nothing herein is intended to change or modify in any way the post-employment benefits of any employee who retired prior to January 1, 2014.

- g) Retirees receiving benefits for medical care pursuant to subsections A, B, C, and D above shall receive the same prescription drug plan as current employees, but shall not be entitled to receive dental, vision or group life insurance coverage.

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

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

ARTICLE 18 – SENIORITY

Section 1 – Seniority, except for purposes of pension, shall be by classification and shall consist of the relative length of accumulated service of each employee in the employee's respective classification. An employee's length of service shall not be reduced by time lost due to sick or injury leave or authorized leave of absence without pay, nor shall such time lost be considered as an interruption of continuous service for purpose of determining vacation eligibility.

All vacancies created by retirement or promotion shall be filled first, by advertisement of the intent to fill said vacancy, then by offering said vacancy to the most senior applicant of appropriate rank.

Section 2 - In the event that an employee is reinstated after a resignation, the employee's time out of the City's employ shall be deducted in computing the employee's vacation eligibility and the employee's seniority, provided however, that such time lost shall not be considered as an interruption of continuous service. An employee must work a minimum period of three (3) months upon returning from a leave of absence without pay or resignation before the employee will be permitted to take the employee's vacation.

Section 3 - Expired promotional lists shall not be the exclusive criteria for making provisional appointments.

ARTICLE 19 – RESIDENCY

There shall be no residency requirement as a condition of employment with the City of Bridgeport Fire Department.

ARTICLE 20 – FIRE WATCH DUTY

Section 20.1 - Distribution of Fire Watch - Whenever any person or organization is required by law and/or the Bridgeport Fire Chief, to seek the services of employees of the Bridgeport Fire Department for Fire Watch Duty, such work shall be rotated by the Fire Chief among those employees who volunteer for such work during their off duty hours. Company strength shall not be reduced to provide Fire Watch services.

Section 20.2 - Rate of Pay – The hourly rate of pay for this work shall be one and one half (1 1/2) times the top step Fire Inspector's rate of pay.

If a Lieutenant, Captain or Assistant Chief of the Fire Department serves in a supervisory capacity while performing Fire Watch Duty, the officer shall receive top step ancillary Captain's at the rate of time and one-half (1 1/2).

If an Officer of the Fire Department serves in a supervisory capacity while performing Fire Watch Duty, the officer shall receive the officer's pay at a rate of time and one-half (1 1/2).

Section 20.3 - Minimum Hours - Each employee assigned to Fire Watch Duty shall receive a minimum of four (4) hours pay, or pay for the actual hours worked, whichever is greater, for each assignment.

No earlier than two (2) hours prior to the scheduled Fire Watch Duty, the employee assigned to perform Fire Watch Duty should confirm with the Fire Communication Center Fire Alarm Supervisor that such Fire Watch Duty has not been canceled. If the employee fails to confirm the Fire Watch Duty and the Fire Watch Duty is cancelled, the employee shall forfeit the minimum four (4) hours pay.

In the event that it is necessary to cancel the Fire Watch Duty, the City of Bridgeport shall require any person or organization canceling such Fire Watch Duty to notify the Fire Communication Center Fire Alarm Supervisor at least two (2) hours prior to the start of the scheduled Fire Watch Duty.

If the Fire Communication Center Fire Alarm Supervisor is not notified at least two (2) hours prior to a canceled Fire Watch Duty, such employee shall be paid a minimum of four (4) hours pay provided the employee has called the Fire Communication Center Fire Alarm Supervisor as required above.

Section 20.4 - Fire Watch List - A Fire Watch List shall be given to the Union and posted in each fire station, on the 1st day of each month, showing the Fire Watch Duties performed in the previous month by the employee performing such work.

Section 20.5 - Officer Assignments - In the event that more than three fire fighters are required for a Fire Watch, one officer shall be assigned for every three fighters assigned to such Fire Watch. Should a fire apparatus be required for a Fire Watch, a pump engineer or heavy equipment operator shall be assigned.

Section 20.6 - Fire Marshal - When the Fire Marshal or his/her authorized designee must work at a fire watch per state statute as the Fire Marshal he/she shall receive Fire Marshal rate at time and one-half. When the Fire Marshal or his/her authorized designee works any other fire watch he/she shall receive the pay rate described in Sec. 20.2 of this article.

ARTICLE 21 - CLASSIFICATION

Section 1 - The Civil Service Commission shall, in accordance with Civil Service provisions of the Charter, establish and maintain a classification plan and make allocations and reallocations to the classes established there under for all positions covered by the contract, provided however, that such plan and allocations shall be subject to the grievance procedure provided for in Article 6, except that such grievance shall be started at step C of such grievance procedure.

ARTICLE 22 - PROBATIONARY PERIOD

Section 1 - Effective upon the date of signing of this agreement, to enable the appointing authorities of the City of Bridgeport to exercise sound discretion in the filling of entry level fire fighter positions to the Fire Department, no initial appointment or employment to the fire fighter positions of the Fire Department shall be deemed final and permanent until after the expiration of a period of a full twelve (12) months of active duty in the Fire Department. In addition, all probationary employees must complete (and obtain a passing grade) the Fire Fighter I and Fire Fighter II certification course as outlined by the State of Connecticut Fire Training School and obtain EMR certification. Failure to do so within said twelve (12) month period shall result in termination.

Section 2 - During the probationary period, the Fire Chief may terminate the employment of a probationary employee if, during the probationary period, upon observation and consideration of the performance of the employee's duties as a probationary employee is deemed unfit for permanent employment.

Section 3 - Probationary employees shall not accrue any seniority rights during their probationary period; however, upon the expiration of the probationary period, such employee shall be deemed a regular and permanent employee and the employee's seniority shall date back to the employee's date of hire.

Section 4 - During such probationary period, such employee shall not have recourse to the grievance procedure, but the employee may appeal to the Board of Fire Commissioners such termination of employment. Such appeal shall be filed within fourteen (14) calendar days from the date of termination of employment by the Fire Chief. The Board of Fire Commissioners shall hear such appeal at their next regular meeting.

Section 5 - Except for the above termination of employment during an employees' probationary period, nothing contained herein shall be used to deny any employee any rights or any benefits to which the employee may be entitled to under the pension or collective bargaining agreements between the City and the Union. Denial of such benefits shall be subject to the grievance procedure per this collective bargaining agreement.

Section 6 - All probationary employees shall become eligible for vacation, compensatory days off after two hundred and seventy (270) days active service from the date of hire.

Section 7 - Any newly hired probationary employee shall not be traveled for the purpose of Article 8 Section 2 until after the employee has completed two hundred and seventy (270) days active service from the date of hire.

Section 8 - All probationary employees shall be granted special leaves after two hundred and seventy (270) days active service from the date of hire.

ARTICLE 23 – FUNERAL DETAILS

The Union agrees that all employees, who are assigned by the Fire Chief to funeral details for active or retired members of the Fire Department, shall not receive any additional compensation for such service. Upon request of the family of a retired employee, six (6) pallbearers will be assigned by the Fire Chief, consistent with present policy, for the funeral of the active or retired member of the department.

The employees regularly assigned to the shift working on the night before the funeral shall work the funeral detail. The employee assigned to the funeral detail will be given a minimum of twenty-four-hour notice.

An employee shall carry with him/her the assigned funeral detail days worked, but not volunteer details.

Funeral Details shall be subject to Article 14(b), Special Leave.

ARTICLE 24 – MISCELLANEOUS

Section 1 - Duty watches shall be of two (2) hour duration, from eight (8:00) A.M. to ten (10:00) P.M. daily. In the event of alarm or fire, the status of apparatus and companies shall be maintained at the central dispatch location and on a central status board.

Section 2 - The Officer-in-Charge shall apportion all housework and duties among subordinates as equitable as practicable.

Section 3 - The Department shall allow employees to exercise while on duty, provided that such activity in no way interferes with the employee's regular duties, and further provided that the Department shall not be responsible for providing equipment.

Section 4 – The City shall grant up to three (3) members of the honor guard/pipe & drum band leave from duty with pay in order to attend City and Department sanctioned functions.

Section 5 – Employees required, or permitted, to take home Fire Department motor vehicles shall be determined annually by the Chief on July 14th of each year.

Section 6 – All employees hired after the ratification of this Agreement, by both parties, shall maintain, at a minimum, their certification as an Emergency Medical Responder, as a condition of employment, so long as the department offers the option of in-person classes for training and certification, unless a situation arises, such as COVID, where in-person classes are not an option due to health/safety reasons. This requirement shall not apply to current employees who are not certified as Emergency Medical Responders.

Section 7 – All accrued unused time shall be paid out to an employee at separation of service from the department, including unused vacation, personal leave, holidays/CDOs

Section 8 - The City of Bridgeport Fire Department will be responsible for maintaining, fixing and/or repairing all cardiovascular equipment located in each of the City Firehouses.

ARTICLE 25 – WAGES

The wage rates and effective dates for all employees shall be as follows:

25.1 January 1, 2021, wages shall be increased by one and three-quarters percent (1.75%)

25.2 Effective July 1, 2021, wages shall be increased by one- and one-half percent (1.5%)

25.3 Effective January 1, 2022, wages shall be increased by one- and one-half percent (1.5%)

25.4 Effective July 1, 2022, wages shall be increased by one- and one-half percent (1.5%)

25.5 Effective January 1, 2023, wages shall be increased by one- and one-half percent (1.5%)

25.6 Effective July 1, 2023, wages shall be increased by one and one quarter percent (1.25%)

25.7 Effective January 1, 2024, wages shall be increased by one and one quarter percent (1.25%)

25.8 Effective July 1, 2024, wages shall be increased by one and one quarter percent (1.25%)

25.9 Effective January 1, 2025, wages shall be increased by one and one quarter percent (1.25%)

25.10 The City shall implement and shall maintain a plan pursuant to Section 414(h) of the Internal Revenue Code so as to facilitate the tax deferral of pension contributions by employees.

25.11 The night differential shall be two (\$2) dollars per hour.

25.11.1 The shift differential shall be payable for hours actually worked on the night shift. Employees with a special leave shall only be paid the shift differential for hours actually worked at night on a swap. The shift differential shall be payable to ancillary personnel for hours actually worked outside their normally scheduled hours (Monday thru Friday). The same hours apply to shifts worked on both Saturday and Sunday.

25.12 Effective July 1, 2020 the City shall implement an Emergency Medical Responder (EMR) stipend of four hundred and twenty five (\$425) dollars.

25.13 All bargaining unit members shall be paid through the City's direct deposit payroll system and shall have their paystubs emailed directly to them.

25.14 Pension Plan: All employees covered by this Collective Bargaining Agreement (CBA) shall be enrolled in the Connecticut Municipal Employee Retirement System (CMERS)

25.15 Step Raises

25.15.1 For the purpose of salary advancement, the employee's hiring date or promotional date shall be used. Upon the anniversary date when an employee completes the required amount of service as provided herein, such employee shall be advanced to the next higher step in the salary range of the employee's classification.

25.15.2 For the purposes of salary advancement, the term "fiscal date" shall mean July 1st and January 1st

25.15.3 Firefighter

Step 1 – Less than one and one half (1.5) years of service.

- Step 2 – Completed one and one half (1.5) years of service, but less than three and one half (3.5) years of service, to be paid on the hire anniversary.
- Step 3 – Completed three and one (3.5) years of service, but less than five (5) years of service, to be paid on the hire anniversary
- Step 4 – Completed five (5) years of service, to be paid on the hire anniversary.

25.15.5 Pumper Engineer – Fire Lieutenant – Fire Equipment Mechanic – Fire Inspector
 Step 1 – Less than one (1) year of service in classification
 Step 2 – Completed one (1) year of service in classification

25.15.6 Captain – Assistant Chief – Maintenance Foreman – Senior Fire Inspector – Deputy Fire Marshal
 Step 1 – Less than six (6) months of service in classification
 Step 2 – Completed six (6) months, but less than one (1) year of service in classification
 Step 3 – Completed one (1) year of service in classification

ARTICLE 26 – PAY FOR ACTING IN A HIGHER CAPACITY

When a Fire Fighter or Pumper Engineer acts as a Fire Lieutenant or whenever a Fire Equipment Mechanic acts as the Foreman or whenever a Fire Captain acts as an Assistant Chief or when an Assistant Chief acts as a Deputy Chief, or when any employee acts in a higher capacity at the direction of the Fire Chief with the exception of Operator of Heavy Equipment or Pumper Engineer, the employee shall be paid in accordance with the notes for appendices, note 2, for the rank for which the employee is serving in an acting capacity.

The following procedures for filling the Acting positions of Lieutenant and Pumper Engineer on the line will be followed:

1. Acting shall be filled by offering such assignment to qualified firefighters in order of their seniority in the company where the temporary vacancy exists.
2. In a firehouse with multiple companies, Acting shall be filled by offering such assignment to the qualified firefighters in order of their seniority on their platoon in the house.
3. The least senior person holding the bona fide rank of the temporary vacant position shall be traveled to the company where the vacancy exists, and the acting procedure will be followed to fill the temporary vacancy that was created by traveling the person.
4. Acting shall be filled by offering such assignment to qualified firefighters who are working overtime on the company or platoon in the house.
5. Acting shall be filled by ordering the first person who refused the offer of Acting to act in the temporary vacancy.

Reminder: When staffing falls below 62 and overtime is required, the primary consideration is to give the employee who has worked the least amount of overtime the opportunity to do so.

Whenever a Fire Fighter acts as a Pumper Engineer, or an Operator of Heavy Equipment as defined in Article 26-A of this agreement, the employee shall receive the maximum rate of pay for each day of service.

All acting Assistant Chief assignments shall be filled by the senior on-duty captain on the shift where the vacancy was created. All acting Deputy Chief and Chief assignments shall be filled by the Board of Fire Commissioners.

Nothing contained herein shall apply to Provisional appointments, which appointments may be made in accordance with Civil Service Provisions of the Charter of the City of Bridgeport. All work performed in a higher capacity and in excess of the regular work schedule-work week shall be paid at the same time as other overtime is paid. It is understood and agreed by the parties that employees who are injured in the line of duty while in an acting capacity shall receive injury leave pay in an amount equal to the pay for capacity or rank in which such employee was acting at the time of the employee's injury.

ARTICLE 26A – PAY FOR OPERATORS OF HEAVY EQUIPMENT

Effective September 17, 2007 when a fire fighter is assigned to drive or tiller any ladder truck, such fire fighter, in addition to any salary provided for in Article 25, Wages, of this Agreement, shall receive an additional 6% percent of that wage as long as the employee continues to be assigned to such driving or tillering assignment. The following procedures for filling the Acting position of Driver on the line will be followed:

1. Acting shall be filled by offering such assignment to qualified firefighters in order of their seniority in the company where the temporary vacancy exists.
2. In a firehouse with multiple companies, Acting shall be filled by offering such assignment to the qualified firefighters in order of their seniority on their platoon in the house.
3. Acting shall be filled by offering such assignment to qualified firefighters who are working a Special Leave on the company or platoon in the house.
4. Acting shall be filled by offering such assignment to qualified firefighters who are working overtime on the company or platoon in the house.
5. The least senior person qualified to drive shall be traveled to the company where the vacancy exists, and the acting procedure will be followed to fill the temporary vacancy that was created by traveling the person.

6. Acting shall be filled by ordering the first person who refused the offer of acting to act in the temporary vacancy.

Reminder When staffing falls below 62 and overtime is required, the primary consideration is to give the employee who has worked the least amount of overtime the opportunity to do so.

It is understood and agreed by the parties that the employees who are injured in the line of duty while assigned as a driver on a tiller or ladder truck in an acting capacity, shall receive injury leave pay in the amount equal to the pay such employee was receiving at the time of the employee's injury.

ARTICLE 27 – OUTSIDE EMPLOYMENT

The City hereby gives permission to employees to obtain part-time employment, other than fire fighting work, subject to the following qualifications:

- 1) No employee shall accept employment which is in conflict with his position as a member of the Fire service. No employee shall work such hours per week or engage in such physical employment as will hinder the performance of the employee's duties in the department.
- 2) An employee shall notify the City as to any injuries received in said "outside employment".
- 3) The conditions above set forth shall be the criteria concerning the right to outside employment.

ARTICLE 27A – VOLUNTEER FIRE FIGHTING

Sworn members of the Bridgeport Fire Department shall not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

If a sworn member of the Bridgeport Fire Department desires to serve as an active member of a volunteer fire department he/she shall: (1) provide written notification to the Bridgeport Fire Chief of his/her intention to serve as an active volunteer member of the particular volunteer fire department; and (2) provide to the Bridgeport Fire Chief written verification from the duly authorized official and/or governing body of the municipality for which said volunteer services will be performed, that he/she shall be covered by the Worker's Compensation insurance benefits available to employees of the municipality for which said volunteer services are to be performed.

ARTICLE 28 – LONGEVITY

A) Each employee, except those covered by subsection C of this Article, who has or will have completed five (5) or more years of municipal service by March 31st of said Contract year shall receive an annual payment calculated by multiplying the number of years of such completed service by the sum of seventy-five dollars (\$75.00).

B) Each employee shall receive the employee's annual longevity increment on the first payday in December of each Contract year, except that the employee shall receive such longevity increment at the time of the employee's retirement in the event that the employee retires during the Contract year prior to the first pay day in December. If an employee who is entitled to an annual longevity increment in accordance with the provisions of the first sentence of this Article shall die during the Contract year prior to such first pay day in December, such annual longevity increment shall be paid to the employee's widow(er); if the employee is not survived by a widow(er), such longevity increment shall be paid to the beneficiary designated by him/her under the terms of the employee's Life Insurance Policy provided for under Section 17.2 of Article 17.

In the event that such employee terminates the employee's service prior to such December pay day for any reason other than retirement or death, the employee shall receive at the time of termination, an annual longevity increment prorated based on the amount of the employee's service from the first day of the Contract year through the date of termination.

C) Any firefighter hired after July 1, 2011 shall not be eligible for any longevity payments or benefits until they have completed ten (10) years of service.

ARTICLE 29 – PAYMENTS OF TUITION AND BOOKS

The City shall reimburse each employee, within sixty (60) days of submission of the employee's costs, to the Departmental Clerk, for the cost of tuition and books upon satisfactory completion at a grade "C" or better in each course at an accredited college or university in subjects which are designed to increase the employee's proficiency in the employee's present or potential future duty assignments and shall be related to one or more of the following fields:

1. Fire Department Operation and Administration
2. Fire Prevention and Inspection
3. Fire Science and Technology
4. Fire Fighting
5. Fire Hazards and Fire Protection Systems
6. Fire Hydraulics and Engineering
7. Arson Investigation
8. Public Administration

All tuition reimbursement for the bargaining unit shall be capped at fifty thousand (\$50,000) dollars per fiscal year. Funds not used during a fiscal year shall not be rolled over to the next year.

The City shall also provide payment for tuition and books for all State Fire Certification and National Fire Academy courses upon successful completion, these payments will not count toward the \$50,000 cap.

ARTICLE 30 – CONTRACT YEAR

For purpose of vacations, holidays, personal days, union business leave and uniform allowance, any reference to "Contract Year" shall mean a period which begins on April 1st of one year and ends on March 31st of the following year.

ARTICLE 31 – JOB-ACTION RESTRICTIONS

No employee covered by the terms of this contract shall engage in any strike, slow-down, picketing activity or any other form of job-action, against the City of Bridgeport, or any of its officials, department or agencies.

ARTICLE 32 – SAFETY AND PRODUCTIVITY COMMITTEE

Section 1 - The Union shall have four (4) representatives on a committee to be known as the Committee on Safety and Productivity. The four (4) members of the Safety and Productivity Committee shall be granted leave with pay to attend all meetings of said committee. Said meetings will be scheduled, if possible, when the members are off duty. It is understood that the balance of the committee will consist of two (2) members to be named by the Fire Chief and two (2) members to be appointed by the Mayor of the City.

Section 2 - As indicated by the title of the Committee, its purpose will be to recommend safety clothing and safety departmental equipment for use by the department as may be practical.

Section 3 - Insofar as recommendations concerning increased efficiency within the department are concerned, the City and the Union shall adopt as a yardstick for the operation of this committee the recognition that continuing superior service to the public is desirable and is best attained by civic management that is committed to:

- a) optimum protection
- b) achieved through modern, constructive, cost-conscious methods.

Of necessity, taxpayers of this City want municipal protection at the lowest possible cost. However, "lowest possible cost" does not mean substandard service; it does mean protection that meets the needs of our City's residents at a cost that compares favorably with service offered by similar governmental units. The measurements of effectiveness (or productivity) for the Department is difficult and may, at times, be controversial. This committee will attempt to recommend and to achieve meaningful objectives in spite of that difficulty. The committee will also evaluate and recommend new methods and new technologies that give promise of better protection to our City's public.

Section 4 - Meetings of the committee shall be called by the Chairperson at least bimonthly in each calendar year, beginning on or about July 1st, 1988. The Chairperson shall be named by the Mayor of the City from eight (8) committee members and may vote to break ties.

Section 5 - In order to protect the health and safety of each employee, the parties agree that over a three year period, the following safety procedures will become effective on the date specified in each subsection of this section.

- a) Effective on the date of implementation of this agreement, the Fire Chief, after consultation with the safety and productivity committee, will determine all standards of safety for the Fire Department except as modified below and will be responsible for the enforcement of all safety standards.
- b) In each fiscal year, each length of hose used by members of the bargaining unit other than that used for dump fire only, shall be tested by using the procedures set forth in the current edition of the National Fire Protection Handbook of the National Fire Protection Association (N.F.P.A.) or the Standards published by the National Fire Prevention and Control Administration (N. F. P. C. A.).

Within the same period and in each fiscal year thereafter, each ladder or elevated platform used by the members of the bargaining unit shall be tested by using non-destructive testing methods.

All breathing apparatus worn by the members of this bargaining unit will be maintained at a standard equal to or better than the current standard for breathing apparatus.

- c) Effective within ninety (90) days following July 1st, 1979 and in each fiscal year thereafter, each motor vehicle operated by a member of this bargaining unit shall be tested and approved by the State of Connecticut Motor Vehicle Department. If any such motor vehicle fails to comply with the standards of motor vehicle safety set by the Motor Vehicle Department, it shall be removed from service until such time as it meets such standards.
- d) The Union shall have the right to monitor all testing procedures at its own expense.

ARTICLE 32A – JOINT COMMITTEE

The parties agree to create a Joint Committee composed of four (4) Fire Department representatives, including a representative from the office of Labor Relations, and four (4) representatives from the Union, to review and report on issues the department and union face.

ARTICLE 33 – DURATION

The duration of this contract shall extend through June 30, 2025. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than two-hundred-and-ten (210) nor less than one-hundred-eighty (180) days prior to such expiration date. Within ten (10) days of the receipt of such notification by either party, a conference will be held between the City and the Union Negotiations Committee for the purpose of discussing such amendment, modification or termination.

ARTICLE 34 – RETROACTIVE PAYMENTS

All retroactive payments made under this contract shall apply to all regular earnings, pay for acting in a higher capacity and overtime worked.

All retroactive payments made under this contract shall apply to all night differential earnings effective February 15, 2017.

All retroactive payments made under this contract shall apply to all Emergency Medical Responder (EMR) stipends.

ARTICLE 35 – NON-DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, handicap, marital status, race, color, creed, national origin, political affiliation or Union membership.

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

ARTICLE 36 – COURT APPEARANCES

Section 1 - Whenever an off-duty employee is required to appear before any court and such court appearance is in connection with the performance or discharge of the employee's duties as a fire fighter, the employee shall be compensated at the same rate as if they were required to work overtime in accordance with Article 11. A minimum of which shall be paid at the rate of four (4) hours for any such appearance. Whenever an on-duty employee is scheduled to appear before such court the employee shall be granted time off from duty without loss of any pay for the purpose of such appearance.

Section 2 - Whenever any employee is required to perform Jury Duty, the employee shall be granted time off from duty in accordance with the policy listed here:

The following provisions will apply concerning jury duty for Fire Department personnel.

1. A Department member is not considered to be on jury duty on a Saturday, Sunday or Holiday or other date the courthouse is closed. He/she is subject to all Department regulations on Saturday, Sunday, or Holidays, or other date that the courthouse is closed.
2. A Department member summoned to jury duty shall, as soon as possible, notify his/her superior officer of the date he/she will be required to be in court for jury duty. A copy of the official notice shall be presented to the officer. The prospective juror shall be placed off-duty (jury duty) effective the date- he/she is required to appear in court. He/she will

- remain off-duty, except as provided in number one above, until he/she is excused or discharged from jury duty.
3. The superior officer shall, as soon as possible, forward a Form 2326 with pertinent details and a copy of the official notice of jury duty attached to the administration office.
 4. The Department member, except as provided in number one above, shall be excused from Department duties on any day that coincides with a day that he/she would ordinarily be required to work the day shift with the Department.
 5. The Department member on any date that he/she would ordinarily be scheduled to work on the night shift when on continuous jury duty shall be excused from Departmental duties on that night shift he/she would ordinarily be required to work.
 6. Overtime, per Fire Department contract, will be paid to a covering Department member on the day, night shift when the juror's absence causes the Company to fall below the minimum manpower level.
 7. Appropriate entries shall be made on the company day sheet showing the Department member as 'off-duty, jury duty'.
 8. The juror after being excused or discharged from the jury shall notify his superior officer and report "on duty from jury duty". The Department member shall assume full Department duties on the calendar day following his being excused or discharged from jury duty. The superior officer shall immediately forward a Form 2326 to the Administration Office reporting the dates the Department member was on jury duty.
 9. The full cooperation of all Department members in this matter is expected and required.
 10. When a member of the Department is required to serve on jury duty while on "working days", he/she will be granted those days off with full pay, however, any compensation received for such jury duty on his/her "working days" will be reimbursed to Bridgeport Fire Department by the member on completion of such duty

ARTICLE 37 – 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 Fire services; define the duties and responsibilities of each position and of the department; acquire and maintain essential equipment and facilities required to conduct the business of providing Fire services; contract for non-fire services with other units of government and/or private contractors for the provisions of non-fire services to or by the City; establish and amend policy, procedures, rules and regulations regarding employees standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such rights,

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. Connecticut General Statute §7-467, et seq).

ARTICLE 38 – PHYSICAL EXAMINATIONS

The City and the Union agree to form a six (6) member committee for the purpose of establishing protocols for the administration of physical examinations. The committee shall consist of three (3) members appointed by the City (excluding Union members) and three (3) members appointed by the Union. The Chief and Union president shall serve as ex-officio members of the committee.

Pursuant to Resolution #168-19 adopted by the Bridgeport City Council on October 19, 2020, the current “Memorandum of Understanding - Pension – Working Beyond Age 65” previously attached to the Collective Bargaining Agreement is replaced with the following:

The City agrees, pursuant to Connecticut General Statute 7-430, to provide any firefighter currently employed, who has attained the age of sixty-five (65), upon the written request from the firefighter to the Fire Chief, annual approval from the legislative body of the City to remain employed with the city to 68 years of age, provided the firefighter successfully passes the Fire Department’s annual physical examination administered pursuant to Article 38 of the Collective Bargaining Agreement.

During this period of temporary retention, the firefighter shall receive no pension payments.

Unless mutually agreed in writing, neither party may propose, in negotiations, altering this Memorandum of Understanding during negotiations for the successor agreement to the current Collective Bargaining Agreement. However, it is understood and agreed between the parties that after the expiration of the successor agreement to the current Collective Bargaining Agreement either party may propose, in negotiations, changes to this Memorandum of Understanding.

It is further agreed that the following bargaining unit members are grandfathered and permitted to work until age seventy (70)

- A. Robert Whitbread
- B. Keven Higgins
- C. Manuel Firpi
- D. Dennis Rogerson
- E. Terrence O’Connell
- F. James Karns
- G. John Mazza

ARTICLE 39 – DRUG TESTING

The City and the Union agree that Pumper Engineers and Heavy Equipment Operators will be subject to drug testing in accordance with the following procedures: mandatory testing upon

original assignment and random testing at any time after assignment for controlled substances defined in accordance with the State of Connecticut Uniformed Controlled Substances Act, Section 21a-240 et seq, of the Connecticut General Statutes, which testing shall be administered in accordance with state statutes and be performed by a reliable laboratory. After the City has implemented drug testing for Pumper Engineers and Heavy Equipment Operators and a period of six (6) months has expired, the City may notify the Union that drug testing, in accordance with the procedures used for Pumper Engineers and Heavy Equipment Operators (with any changes the City wishes to proposed), if the City wishes to implement drug testing for all bargaining unit members. Within thirty (30) days of such notice the Union may notify the City of any changes it desires prior to implementation for all bargaining unit members. If the parties cannot agree on any proposed changes, that issue shall be decided by a single Arbitrator selected in accordance with the rules of the American Arbitration Association.

The City agrees that it shall provide an Employee Assistance Program through a mutually agreed provider.

ARTICLE 40 – CIVILIANIZATION

In the event an announcement of promotional opportunities for the position of Fire Equipment Mechanic is made and no current members of the union apply for the position(s), the City will be allowed to fill vacant Fire Equipment Mechanic positions with civilians, i.e. persons not trained and qualified as firefighters in the State of Connecticut. For purposes of representation, these positions shall continue to be represented by IAFF, Local 834.

- The pay scale for civilians hired as Fire Equipment Mechanics shall be the same as for Lieutenants, pay for Shop Foreman shall be the same as for Assistant Chiefs
- The work schedule for the Fire Equipment Mechanics will be the same as for employees in the Machine Shop (Article 10, Section 2)
- The portions of this collective bargaining agreement that apply specifically to uniformed firefighters shall not apply to civilians hired as Fire Equipment Mechanics.

ARTICLE 41 – ERRORS OR OMISSIONS

The parties agree that they shall correct and replace any inadvertent errors or omissions that appear in this collective bargaining agreement. It is the parties' intention that they shall review the language of the collective bargaining agreement during the ratification process in order to be assured that it accurately reflects their agreements. Any inadvertent errors or omissions shall be corrected by the parties.

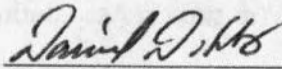
SIGNATURES

The above foregoing is a true and attested copy of the contract between the City of Bridgeport and Local 834, International Association of Fire Fighters.

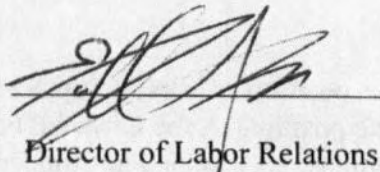
FOR THE CITY

FOR THE UNION

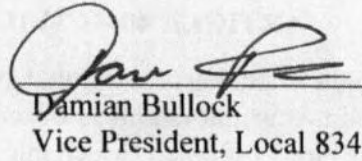
Mayor Joseph P. Ganim



David Dobbs
President, Local 834



Director of Labor Relations



Damian Bullock
Vice President, Local 834

Date 1/24/23

Date 1/23/23

APPENDIX A - RULES AND PROCEDURES FOR OVERTIME

Intent: The City of Bridgeport and the Union agree to establish an overtime assignment system which shall be followed whenever overtime assignment(s) are required for on-duty positions performing firefighting duties. It is the intent of the City of Bridgeport and the Union to use Article 11 and the Rules and Procedures for Overtime Hiring to distribute overtime to all members of all ranks in the Bridgeport Fire Department in as fair and equitable manner as possible. Whenever overtime is required for firefighting duties, every effort shall be made to hire the employee having worked the least number of overtime hours. All overtime hours worked, except for Firewatch Overtime Hours, Safety & Productivity Committee Members Overtime Hours, and Fairfield County HAZMAT Team Members Overtime Hours, shall be counted to the employee's total overtime hours worked. There may be a rare occasion when a vacancy occurs in a position and an employee of a different rank has the lowest number of overtime hours and is next to be hired, every effort shall be made to hire such employee.

There shall be one City-Wide overtime list for all Department Personnel eligible to work line overtime as defined in Article 11, Section 1. However, there will be a five (5) shift limit on consecutive hours worked.

City-Wide Overtime List: The names of all Bridgeport Fire Department personnel holding the rank of Firefighter, Pumper Engineer, Lieutenant, Captain, and Assistant Chief shall be placed on a City-Wide Overtime List.

The City-Wide Overtime List shall list the employees in the order of least amount of overtime hours worked to the most overtime hours worked. In cases where employees have worked an equal amount of overtime hours, the employees will be listed by name in rank order by their date of employment within classification, then by the employee's initial hire date in the Bridgeport Fire Department.

Overtime Availability List: Firefighters, Pumper Engineers, Lieutenants, Captains, and Assistant Chiefs will make themselves available to work overtime on their off shifts. The Assistant Chief handling the staffing shall print out a list of all personnel who have made themselves available for the next calendar day. This list shall be the Overtime Availability List and shall be used to distribute overtime for the following days shifts. The Overtime Availability List will not be printed and used for hiring overtime until after 9:30 A.M.

The Overtime Availability List shall list the employees, who have made themselves available, in the order of least amount of overtime hours worked to the most overtime hours worked. In cases where employees have worked an equal amount of overtime hours, the employees will be listed by name in rank order by their date of employment within classification, then by the employee's initial hire date in the Bridgeport Fire Department.

Employee Overtime Availability: It shall be the employee's responsibility to make themselves for overtime by 9 A.M. to be placed on the Overtime Availability List for the following calendar day.

Bridgeport Fire Department personnel holding the rank of Firefighter, Pumper Engineer, Lieutenant, Captain, and Assistant Chief may make themselves available to work overtime. This includes personnel who are on "details" for the Department as long as the overtime does not interfere with their assigned duties. (Examples are personnel detailed to a Recruitment Team, detailed for a training class, detailed for a special project, etc....)

Staffing: Each employee of the Bridgeport Fire Department shall be assigned a normal duty position based on the Bridgeport Fire Department Table of Organization dated April 9, 1997 (attached). Each employee who regularly performs firefighting duties shall be assigned to a fire station. The assigned duty position shall be the employee's normal duty assignment.

Over Minimum Staffing: In the event that there is more than the minimum working staff level on duty citywide available to work, it shall be the Assistant Chiefs duty to distribute staffing levels on a temporary basis shift by shift throughout the various fire houses as required.

If the vacancy was created by the lack of a Fire Officer or a Pumper Engineer, a qualified person shall be assigned as an acting officer in the capacity of the officer or pumper engineer's position as outlined in Article 26 (company seniority first and fire house seniority second). For the purposes of the Rules and Procedures for Overtime Hiring, an employee shall be deemed qualified in accordance with the established Department procedure for acting assignments (form BFD 198).

In the event that no qualified person is available in the company or in the firehouse the Assistant Chief shall "travel" a person of the vacant rank to fill such vacancy. In the event that no qualified person is available to fill the vacancy on that platoon citywide, then, in accordance with Article 8, Section 4, an overtime shall be required for that rank and shall be worked in accordance with this policy. Notwithstanding the provisions of the Rules and Procedures for Overtime Hiring the minimum number of bona fide or provisional Ranks shall be maintained in accordance with the contract.

Minimum Staffing: In the event that the staffing level on any platoon shall fall below the minimum requirement established in Article 8 then overtime shall be required to maintain the minimum staffing level..

The primary consideration of the Bridgeport Fire Department in an overtime-hiring situation is to hire the employee who has worked the least amount of overtime hours. Up to four (4) hours before the start of any shift an employee who has been temporarily traveled shall be placed back into the employee's permanent assignment to accommodate the hiring of the employee who has worked the least amount of overtime hours. In order to hire the employee with the least amount of overtime hours the Overtime Availability List shall be used to determine the employee whose name appears as having worked the least amount of overtime hours.

The City-wide Overtime List and the Overtime Availability List shall be maintained by the East/West Side Assistant Chief. The City-Wide Overtime List shall be updated on a daily basis. Every Monday the City-Wide Overtime list shall be emailed to all employees and posted in each firehouse showing the overtime worked. A copy of the MP #1 or any staffing level form shall also be forwarded to the Union office.

Administration: The distribution of overtime will be the responsibility of the East/West Side Assistant Chief, who will delegate the calling in of personnel for overtime, to the East/West Side Assistant Chief's Aide. Each morning the City-Wide Overtime List and the Overtime Availability list from the previous day shall be updated. The East/West Side Assistant Chief will next review the staffing level requirements of the City for the following days shifts. If it is determined that staffing level will fall below the minimum staffing level, the East/West Side Chiefs Aide will initiate notification to the next eligible employees on the overtime availability list. The employee has the opportunity to accept or refuse the overtime. If a notification message has been left for the an eligible employee, the Chiefs Aide East/West Side will wait for a return call for one hour. After the one hour has elapsed, the East/West Side Chief's Aide will continue to call down the list until contact is made with an employee who is eligible to work the overtime.

In the event the Overtime Availability List is exhausted prior to meeting the minimum staffing required for a shift, the East/West Side Chief's Aide shall print out the City-Wide Overtime List. The Aide shall call the employee on the City-Wide Overtime List with the least amount of overtime worked for the appropriate rank that needs to be filled. The employee when contacted has the opportunity to accept or refuse the overtime.

This East/West Side Chief's Aide will continue to hire back personnel until the staffing level is brought back up to the minimum staffing levels set in Article 8.

Assistant Chiefs shall work overtime when available in Assistant Chiefs positions in Battalion 1 or Battalion 2.

Captains and Lieutenants shall work overtime in officer's positions. Captains may work as Acting Assistant Chief on overtime if there are no Bona Fide/Provisional Assistant Chiefs available to work.

Pumper Engineers shall work in pumper engineer's positions. Pumper Engineers may work as Acting Lieutenants on overtime if there are no Captains or Lieutenants available to work.

Firefighters shall work in firefighter positions. Firefighters may work as Acting Pumper Engineer on overtime if there are no Pumper Engineers available to work. Firefighters may work as Acting Lieutenant on overtime if there are no Captains or Lieutenants available to work.

In the rare event that there are vacancies in a rank that cannot be filled by personnel of the appropriate rank personnel may "work down" to maintain minimum staffing levels established in Article 8. i.e., a Pumper Engineer may work overtime in a Firefighter's position

Partial Overtime Shifts: The Overtime Availability List shall be used to fill Partial Overtime Shifts after all full shift vacancies have been filled.

Last Minute Hiring: In the event overtime is required for the working platoon, or for the platoon coming on duty, the Chiefs Aide East/West Side shall, by starting at the top of the appropriate Overtime List call the next available employee and continue to call employees on the appropriate Overtime List until an eligible employee is found to accept the overtime.

Mandatory Overtime Holdover: In the event that all hiring lists have been exhausted and there are still vacancies to be filled the individual, who is currently working, with the lowest seniority in rank for the position needed to be filled shall be held and work the overtime shift. If the individual is already scheduled to work, then the next individual with lowest seniority shall be held. This process will continue until all vacancies have been filled. No member shall be mandatorily held for more than two consecutive shifts.

Emergency Callback Overtime: In the event of an emergency, as determined by the Fire Chief, or his/her designee, such as a large fire or disaster, the regular overtime hiring process may be circumvented, and members called back into work based on their availability and proximity.

The East/West Side Chief's Aide shall assume the duties of the East/West Side Chief's Aide whenever the East/West Side Chiefs Aide is unable to perform said duties due to firefighting duty. In the event that both the East and West Side Chief's Aides are unavailable, the Deputy Chief of Operations will ensure that the daily overtime policies are carried out by an officer.

Fall Behind Refusals Procedures:

***Working Column/Number** is established when fifty percent of the employees on the City-Wide Overtime List have worked the equal amount of overtime hours.

***Refusal Column/Number** is eighty-four (84) hours behind the Working Column/Number

*Daily, at 9 A.M. the East/West Side Assistant Chief shall update and print the City-Wide Overtime List. He/She shall compare the new list with the list after the last round of refusals were issued to determine if the working column/number has changed. If the working column/number has changed then Fall Behind Refusals should be issued as follows:

- 1) The East/West Side Assistant Chief shall determine the Refusal Column/Number, seven back from the new working column/number.
- 2) The East/West Side Assistant Chief will compare the current City-Wide Overtime List with the list printed after the last batch of Fall Behind Refusals were issued. Any employees behind the working column/number who have **NOT** worked an overtime since the previous round of refusals shall be issued a refusal. If an employee behind the working column/number has worked an overtime they shall be skipped, and no refusal issued.
- 3) The East/West Side Assistant Chief shall then print and save the updated City-Wide Overtime List and the Refusal list. These lists will be attached together and will be referenced the next time Fall Behind Refusals are administered.

Overtime Fall Behind: Members on Injury Leave or Military Leave will be issued refusals while on leave. Members who received refusals while on Injury Leave or Military Leave will be adjusted on the City-Wide Overtime List when they return to Duty for any overtime refusals they were issued while off on leave.

After the individual is back on Duty, they will follow the normal overtime rules and will not be exempt from refusals.

Effective April 1, 2024, any member on a "make up list" will forfeit all opportunities and be brought to the Refusal Column/Number.

Probationary Firefighters Placement on Overtime List: When Probationary Firefighters become eligible to work overtime they shall be placed in the Working Hours Group on the City-Wide Overtime List.

Overtime List Reset: The City-Wide Overtime List shall reset on April 1st of all even years and all members shall start at zero (0) hours. The only members that will not reset to zero (0) hours are those catching up due to injury leave or military leave, their hours will be adjusted accordingly.

Transfers: Employees transferred to the line shall be inserted into the appropriate Citywide Overtime List and will carry over all overtime opportunities and credits.

Rank Requirements: When using a rotating list of names there will be time when a person of a particular rank will be "next" in line for an overtime, but no such ranked position is available in the city on that day.

EXAMPLE: The citywide staffing is at 60 and the minimum staffing level is 62. This will require two (2) citywide overtimes to bring the manpower up to the minimum staffing level. The next two persons on the list to work overtime is an Officer. However, the only vacancies in the City are either Pumper Engineer overtimes or Fire Fighter overtime. The Officer would then be bypassed on the Citywide Overtime List, (and indeed all officers below him/her) and a Pumper Engineer or a Firefighter who is next on the Citywide Overtime List work the overtime. The Officer would remain "first" on the Citywide Overtime List and would not lose the employee's turn.

Procedure:

- 1) Determine the staffing distribution available citywide. Company Officers will be required to phone in their staffing and any changes into both Assistant Chiefs as early as possible.
- 2) If Citywide on duty staffing is above the minimum staffing level, then overtime is not required except in case of maintaining minimum number of bona fide or provisional officers. If staffing drops below the minimum staffing level the appropriate overtime hiring list shall be used to bring the platoon back to the minimum staffing level.
- 3) If the Citywide on duty staffing drops below the minimum staffing level an employee acting/traveling may be reassigned to their normal assignment in order to accommodate the employee whose name appears next to be called for overtime.

- 4) Once the needs of the department and the Citywide Overtime List are considered, notifications must be made to the involved employees whose name appears next to be called for overtime.
- 5) An effort shall be made to place employees on overtime in their normally assigned fire station.
- 6) Employees on overtime may be required to travel to another fire station to fill a vacancy in that fire station.
- 7) When overtime is worked, the pay for such overtime shall be paid in accordance with the Connecticut General Statutes.
- 8) If an overtime assignment has been worked by the wrong employee or rank, due to an unintentional error or mistake, then the City and the Union agree that such unintentional error or mistake shall not be the subject of a grievance.
- 9) The City agrees that it will not take a company off duty for the purpose of lowering the current-daily platoon minimum staffing levels set in Article 8 for purposes of avoiding overtime.
- 10) Nothing herein shall be construed as a waiver of the City's rights under Article 8, Section 1g.
- 11) Line Personnel: City of Bridgeport employees who are assigned to fire-fighting duties on Platoon A, B, C, D. (i.e. Assistant Chief, Captain, Lieutenant, Pumper Engineer and Fire Fighter).

APPENDIX B1
MEDICAL & PRESCRIPTION DRUG PLANS



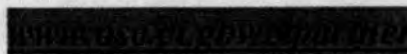
A Great Opportunity for Very Valuable Healthcare Coverage

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.





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

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.

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

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

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

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

Find support for mental health issues

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

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

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

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam.

Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice,

if needed.² If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.³

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

Anthem.+W



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/stated.
- 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/stated.

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

2 Prescription availability is defined by physician judgment and state regulations.

3 Appointments subject to availability of therapist.

4 Blue Cross Blue Shield Association website: Coverage Home and Away (accessed March 2019) bcbs.com/already-a-member/coverage-home-and-away.html

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf of Anthem Blue Cross and Blue Shield. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

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PRESCRIPTION DRUGS

**Maintenance+
(31-to-90-day supply)**

**Non-Maintenance
(up to 30-day supply)**

**HEP Chronic
Conditions**

Generic (preferred/non-preferred)++ \$5/\$10 \$5/\$10 \$0

Preferred/Listed Brand Name
Drugs

Non-Preferred/Non-Listed
Brand Name Drugs \$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 2022 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
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 5 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
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	45+ Colonoscopy every 10 years, Annual FIT DBT to age 75 or Cologuard screening every 3 years	



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



CONNECTICUT
PARTNERSHIP PLAN



YOUR BENEFIT RESOURCES

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

www.osc.ct.gov/ctpartner

860-702-3560

Anthem Blue Cross and Blue Shield

www.anthem.com/statect

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

Caremark (Prescription drug benefits)

www.caremark.com

1-800-318-2572

CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct

1-800-244-6224

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

www.cthep.com

1-877-687-1448

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

**APPENDIX B2
DENTAL CARE PLAN**

***Cigna Dental Benefit Summary
Bridgeport, City & Board of
Education City Employees Only
Plan Renewal Date: 07/01/2022***



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. **Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.**

<i>Cigna Dental PPO</i>				
<i>Network Options</i>	<i>In-Network: Total Cigna DPPO Network</i>		<i>Non-Network: See Non-Network Reimbursement</i>	
<i>Reimbursement Levels</i>	Based on Contracted Fees		Maximum Reimbursable Charge	
<i>Calendar Year Benefits Maximum</i> Applies to: Class I, II & III expenses	\$1,000		\$1,000	
<i>Calendar Year Deductible</i> Individual Family	\$25 \$75		\$25 \$75	
<i>Benefit Hiflh/iJlhts</i>	<i>Plan Puv,</i>	<i>J-'ou Paji</i>	<i>Plall Pal'</i>	<i>You Pay</i>
<i>Class I: Diagnostic & Preventive</i> 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

<p>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</p>	<p>80% After Deductible</p>	<p>20% After Deductible</p>	<p>80% After Deductible</p>	<p>20% After Deductible</p>
<p>Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures</p>	<p>50% After Deductible</p>	<p>50% After Deductible</p>	<p>50% After Deductible</p>	<p>50% After Deductible</p>
<p>Benefit Plan Provisions:</p>				
<p>In-Network Reimbursement</p>	<p>For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.</p>			
<p>Non-Network Reimbursement</p>	<p>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 submitted amounts in the geographic area. The dentist may balance bill up to their usual fees.</p>			
<p>Cross Accumulation</p>	<p>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.</p>			
<p>Calendar Year Benefits Maximum</p>	<p>The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.</p>			
<p>Calendar Year Deductible</p>	<p>This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.</p>			
<p>Carryover Provision</p>	<p>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.</p>			

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 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"	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible 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 Limitation, :	
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/Exams	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:	
<ul style="list-style-type: none"> • 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; • 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 of dysfunction of the temporomandibular joint (TMJ), stabilize periodontally involved teeth or restore occlusion; • Athletic mouth guards; • Services performed primarily for cosmetic reasons; • Personalization or decoration of any dental device or dental work; • 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.

Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

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APPENDIX B3
VISION CARE PLAN

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.



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.

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

GET YOUR PERFECT PAIR

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	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 \$725 allowance for featured frame brands 20% savings on the amount over your allowance \$60 Costco® frame allowance 	Included in Prescription months Glasses	Every 24 months
LENSES	Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children	Included in Prescription months Glasses	Every 12 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"> Standard progressive lenses <ul style="list-style-type: none"> 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) 75% savings on a contact lens exam (fitting and evaluation) 	\$0	Every 12 months
DIABETIC EYECARE PLUS PROGRAM	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

Glasses and Sunglasses

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.

Routine Retinal Screening

• No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam

Laser Vision Correction

Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities

After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

EXTRASAVING

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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APPENDIX C – WAGES / SALARY SCALE

January 1, 2021

RANK AND CODE		January 1, 2021 (1.75%)			
		STEP 1	STEP2	STEP 3	STEP4
FIREFIGHTER (3101)	YEARLY	54,637.72	59,476.95	67,150.93	71,625.90
	WEEKLY	1,050.73	1,143.79	1,291.36	1,377.42
	HOURLY LINE	24.9460	27.1554	30.6592	32.7023
	HOLI/PER DAY LINE	299.35	325.87	367.91	392.43
	OVERTIME LINE	37.4190	40.7332	45.9887	49.0535
	HOURLY ADMIN	28.0193	30.5010	34.4364	36.7312
	HOLI/PER DAY ADMIN	210.15	228.76	258.27	275.48
	OVERTIME ADMIN	42.0290	45.7515	51.6546	55.0968
PUMPER ENGINEER (3103)	YEARLY	74,362.97	77,000.33		
FIRE EQUIPMENT MECHANIC (3200)	WEEKLY	1,430.06	1,480.78		
	HOURLY LINE	33.9520	35.1561		
	HOLI/PER DAY LINE	407.42	421.87		
	OVERTIME LINE	50.9280	52.7342		
	HOURLY ADMIN	38.1349	39.4873		
	HOLI/PER DAY ADMIN	286.01	296.16		
	OVERTIME ADMIN	57.2023	59.2310		
FIRE LIEUTENANT (3104)	YEARLY	79,703.83	82,366.63		
FIRE EQUIPMENT MECHANIC (3203)	WEEKLY	1,532.77	1,583.97		
	HOURLY LINE	36.3905	37.6062		
	HOLI/PER DAY LINE	436.69	451.27		
	OVERTIME LINE	54.5857	56.4093		
	HOURLY ADMIN	40.8738	42.2393		
	HOLI/PER DAY ADMIN	306.55	316.79		
	OVERTIME ADMIN	61.3106	63.3589		
FIRE INSPECTOR (3212)	YEARLY	84,568.50	88,546.92		
	WEEKLY	1,626.32	1,702.83		
	HOURLY ADMIN	43.3685	45.4087		
	HOLI/PER DAY ADMIN	325.26	340.57		
	OVERTIME ADMIN	65.0527	68.1130		
FIRE CAPTAIN (3105)	YEARLY	89,430.11	92,070.52	94,730.27	
ASSISTANT SUPT OF MAINT (3206)	WEEKLY	1,719.81	1,770.59	1,821.74	
	HOURLY LINE	40.8312	42.0367	43.2511	
	HOLI/PER DAY LINE	489.97	504.44	519.01	
	OVERTIME LINE	61.2468	63.0551	64.8766	
	HOURLY ADMIN	45.8616	47.2157	48.5796	
	HOLI/PER DAY ADMIN	343.96	354.12	364.35	
	OVERTIME ADMIN	68.7924	70.8235	72.8694	
	FIRE SENIOR INSPECTOR (3211)	YEARLY	94,440.28	98,125.67	101,832.42
	WEEKLY	1,816.16	1,887.03	1,958.32	
	HOURLY ADMIN	48.4309	50.3209	52.2218	
	HOLI/PER DAY ADMIN	363.23	377.41	391.66	
	OVERTIME ADMIN	72.6464	75.4813	78.3326	
FIRE ASSISTANT CHIEF (3106)	YEARLY	99,447.40	104,185.90	108,934.57	
SUPERINTENDENT OF MAINTENANCE (3207)	WEEKLY	1,912.45	2,003.57	2,094.90	
	HOURLY LINE	45.4048	47.5683	49.7364	
	HOLI/PER DAY LINE	544.86	570.82	596.84	
	OVERTIME LINE	68.1072	71.3524	74.6045	
	HOURLY ADMIN	50.9987	53.4287	55.8639	
	HOLI/PER DAY ADMIN	382.49	400.71	418.98	
	OVERTIME ADMIN	76.4980	80.1430	83.7958	
Fire Deputy Marshal (3109)	YEARLY	106,955.53	111,800.87	117,105.09	
	WEEKLY	2,056.84	2,150.02	2,252.02	
	HOURLY ADMIN	54.8490	57.3338	60.0539	
	HOLI/PER DAY ADMIN	411.37	430.00	450.40	
	OVERTIME ADMIN	82.2735	86.0007	90.0808	

July 1, 2021

RANK AND CODE		July 1, 2021 (1.50%)			
		STEP 1	STEP2	STEP3	STEP4
FIREFIGHTER (3101)	YEARLY	55,457.28	60,369.10	68,158.19	72,700.28
	WEEKLY	1,066.49	1,160.94	1,310.73	1,398.08
	HOURLY LINE	25.3202	27.5628	31.1191	33.1928
	HOL/PER DAY LINE	303.84	330.75	373.43	398.31
	OVERTIME LINE	37.9803	41.3442	46.6786	49.7893
	HOURLY ADMIN	28.4396	30.9585	34.9529	37.2822
	HOL/PER DAY ADMIN	213.30	232.19	262.15	279.62
	OVERTIME ADMIN	42.6594	46.4378	52.4294	55.9233
PUMPER ENGINEER (3103)	YEARLY	75,478.41	78,155.33		
FIRE EQUIPMENT MECHANIC (3200)	WEEKLY	1,451.51	1,502.99		
	HOURLY LINE	34.4613	35.6835		
	HOL/PER DAY LINE	413.54	428.20		
	OVERTIME LINE	51.6919	53.5252		
	HOURLY ADMIN	38.7069	40.0797		
	HOU/PER DAY ADMIN	290.30	300.60		
	OVERTIME ADMIN	58.0603	60.1195		
FIRE LIEUTENANT (3104)	YEARLY	80,899.38	83,602.12		
FIRE EQUIPMENT MECHANIC (3203)	WEEKLY	1,555.76	1,607.73		
	HOURLY LINE	36.9363	38.1703		
	HOU/PER DAY LINE	443.24	458.04		
	OVERTIME LINE	55.4045	57.2555		
	HOURLY ADMIN	41.4869	42.8729		
	HOU/PER DAY ADMIN	311.15	321.55		
	OVERTIME ADMIN	62.2303	64.3093		
FIRE INSPECTOR (3212)	YEARLY	85,837.02	89,875.12		
	WEEKLY	1,650.71	1,728.37		
	HOURLY ADMIN	44.0190	46.0898		
	HOU/PER DAY ADMIN	330.14	345.67		
	OVERTIME ADMIN	66.0285	69.1347		
	FIRE CAPTAIN (3105)	YEARLY	90,771.56	93,451.58	96,151.22
ASSISTANT SUPT OF MAINT (3206)	WEEKLY	1,745.61	1,797.15	1,849.06	
	HOURLY LINE	41.4437	42.6673	43.8999	
	HOL/PER DAY LINE	497.32	512.01	526.80	
	OVERTIME LINE	62.1655	64.0009	65.8498	
	HOURLY ADMIN	46.5495	47.9239	49.3083	
	HOU/PER DAY ADMIN	349.12	359.43	369.81	
	OVERTIME ADMIN	69.8243	71.8858	73.9625	
FIRE SENIOR INSPECTOR (3211)	YEARLY	95,856.88	99,597.55	103,359.90	
	WEEKLY	1,843.40	1,915.34	1,987.69	
	HOURLY ADMIN	49.1574	51.0757	53.0051	
	HOL/PER DAY ADMIN	368.68	383.07	397.54	
	OVERTIME ADMIN	73.7361	76.6135	79.5076	
	FIRE ASSISTANT CHIEF (3106)	YEARLY	100,939.11	105,748.68	110,568.59
SUPERINTENDENT OF MAINTENANCE (3207)	WEEKLY	1,941.14	2,033.63	2,126.32	
	HOURLY LINE	46.0859	48.2818	50.4824	
	HOU/PER DAY LINE	553.03	579.38	605.79	
	OVERTIME LINE	69.1288	72.4227	75.7236	
	HOURLY ADMIN	51.7636	54.2301	56.7018	
	HOL/PER DAY ADMIN	388.23	406.73	425.26	
	OVERTIME ADMIN	77.6455	81.3451	85.0528	
Fire Deputy Marshal (3109)	YEARLY	108,559.86	113,477.88	118,861.67	
	WEEKLY	2,087.69	2,182.27	2,285.80	
	HOURLY ADMIN	55.6717	58.1938	60.9547	
	HOU/PER DAY ADMIN	417.54	436.45	457.16	
	OVERTIME ADMIN	83.5076	87.2907	91.4321	

RANK AND CODE		January 1, (1.50%) 2022			
		STEP 1	STEP 2	STEP 3	STEP 4
FIREFIGHTER (3101)	YEARLY	56,289.14	61,274.64	69,180.57	73,790.79
	WEEKLY	1,082.48	1,178.36	1,330.40	1,419.05
	HOURLY LINE	25.7000	27.9762	31.5858	33.6907
	HOLI/PER DAY LINE	308.40	335.71	379.03	404.29
	OVERTIME LINE	38.5500	41.9643	47.3788	50.5361
	HOURLY ADMIN	28.8662	31.4229	35.4772	37.8414
	HOLI/PER DAY ADMIN	216.50	235.67	266.08	283.81
	OVERTIME ADMIN	43.2993	47.1343	53.2158	56.7621
PUMPER ENGINEER (3103)	YEARLY	76,610.59	79,327.66		
FIRE EQUIPMENT MECHANIC (3200)	WEEKLY	1,473.28	1,525.53		
	HOURLY LINE	34.9782	36.2187		
	HOLI/PER DAY LINE	419.74	434.62		
	OVERTIME LINE	52.4673	54.3281		
	HOURLY ADMIN	39.2875	40.6809		
	HOLI/PER DAY ADMIN	294.66	305.11		
	OVERTIME ADMIN	58.9312	61.0213		
	FIRE LIEUTENANT (3104)	YEARLY	82,112.88	84,856.16	
FIRE EQUIPMENT MECHANIC (3203)	WEEKLY	1,579.09	1,631.85		
	HOURLY LINE	37.4904	38.7429		
	HOLI/PER DAY LINE	449.88	464.91		
	OVERTIME LINE	56.2355	58.1143		
	HOURLY ADMIN	42.1092	43.5160		
	HOLI/PER DAY ADMIN	315.82	326.37		
	OVERTIME ADMIN	63.1638	65.2740		
	FIRE INSPECTOR (3212)	YEARLY	87,124.58	91,223.25	
	WEEKLY	1,675.47	1,754.29		
	HOURLY ADMIN	44.6793	46.7812		
	HOLI/PER DAY ADMIN	335.09	350.86		
	OVERTIME ADMIN	67.0189	70.1717		
	FIRE CAPTAIN (3105)	YEARLY	92,133.14	94,853.35	97,593.49
ASSISTANT SUPT OF MAINT (3206)	WEEKLY	1,771.79	1,824.10	1,876.80	
	HOURLY LINE	42.0653	43.3073	44.5584	
	HOLI/PER DAY LINE	504.78	519.69	534.70	
	OVERTIME LINE	63.0980	64.9609	66.8375	
	HOURLY ADMIN	47.2478	48.6427	50.0479	
	HOLI/PER DAY ADMIN	354.36	364.82	375.36	
	OVERTIME ADMIN	70.8716	72.9641	75.0719	
	FIRE SENIOR INSPECTOR (3211)	YEARLY	97,294.74	101,091.51	104,910.30
	WEEKLY	1,871.05	1,944.07	2,017.51	
	HOURLY ADMIN	49.8947	51.8418	53.8002	
	HOLI/PER DAY ADMIN	374.21	388.81	403.50	
	OVERTIME ADMIN	74.8421	77.7627	80.7002	
	FIRE ASSISTANT CHIEF (3106)	YEARLY	102,453.20	107,334.91	112,227.11
SUPERINTENDENT OF MAINTENANCE (3207)	WEEKLY	1,970.25	2,064.13	2,158.21	
	HOURLY LINE	46.7772	49.0060	51.2396	
	HOLI/PER DAY LINE	561.33	588.07	614.88	
	OVERTIME LINE	70.1657	73.5090	76.8595	
	HOURLY ADMIN	52.5401	55.0435	57.5524	
	HOLI/PER DAY ADMIN	394.05	412.83	431.64	
	OVERTIME ADMIN	78.8102	82.5653	86.3285	
	Fire Deputy Marshal (3109)	YEARLY	110,188.26	115,180.05	120,644.59
	WEEKLY	2,119.01	2,215.00	2,320.09	
	HOURLY ADMIN	56.5068	59.0667	61.8690	
	HOLI/PER DAY ADMIN	423.80	443.00	464.02	
	OVERTIME ADMIN	84.7602	88.6000	92.8035	

July 1, 2022

RANK AND CODE		July 1, 2022 (1.50%)			
		STEP 1	STEP 2	STEP 3	STEP 4
FIREFIGHTER (3101)	YEARLY	57,133.48	62,193.76	70,218.28	74,897.65
	WEEKLY	1,098.72	1,196.03	1,350.35	1,440.34
	HOURLY LINE	26.0855	28.3959	32.0596	34.1961
	HOLI/PER DAY LINE	313.03	340.75	384.72	410.35
	OVERTIME LINE	39.1282	42.5938	48.0894	51.2941
	HOURLY ADMIN	29.2992	31.8942	36.0094	38.4091
	HOLI/PER DAY ADMIN	219.74	239.21	270.07	288.07
	OVERTIME ADMIN	43.9488	47.8414	54.0141	57.6136
PUMPER ENGINEER (3103)	YEARLY	77,759.75	80,517.58		
FIRE EQUIPMENT MECHANIC (3200)	WEEKLY	1,495.38	1,548.41		
	HOURLY LINE	35.5028	36.7620		
	HOLI/PER DAY LINE	426.03	441.14		
	OVERTIME LINE	53.2543	55.1430		
	HOURLY ADMIN	39.8768	41.2911		
	HOLI/PER DAY ADMIN	299.08	309.68		
	OVERTIME ADMIN	59.8152	61.9366		
FIRE LIEUTENANT (3104)	YEARLY	83,344.57	86,129.00		
FIRE EQUIPMENT MECHANIC (3203)	WEEKLY	1,602.78	1,656.33		
	HOURLY LINE	38.0527	39.3240		
	HOLI/PER DAY LINE	456.63	471.89		
	OVERTIME LINE	57.0791	58.9860		
	HOURLY ADMIN	42.7408	44.1687		
	HOLI/PER DAY ADMIN	320.56	331.27		
	OVERTIME ADMIN	64.1112	66.2531		
FIRE INSPECTOR (3212)	YEARLY	88,431.45	92,591.60		
	WEEKLY	1,700.60	1,780.61		
	HOURLY ADMIN	45.3495	47.4829		
	HOLI/PER DAY ADMIN	340.12	356.12		
	OVERTIME ADMIN	68.0242	71.2243		
FIRE CAPTAIN (3105)	YEARLY	93,515.13	96,276.15	99,057.39	
ASSISTANT SUPT OF MAINT (3206)	WEEKLY	1,798.37	1,851.46	1,904.95	
	HOURLY LINE	42.6963	43.9569	45.2267	
	HOLI/PER DAY LINE	512.36	527.48	542.72	
	OVERTIME LINE	64.0444	65.9353	67.8401	
	HOURLY ADMIN	47.9565	49.3724	50.7987	
	HOLI/PER DAY ADMIN	359.67	370.29	380.99	
	OVERTIME ADMIN	71.9347	74.0586	76.1980	
FIRE SENIOR INSPECTOR (3211)	YEARLY	98,754.16	102,607.89	106,483.96	
	WEEKLY	1,899.12	1,973.23	2,047.77	
	HOURLY ADMIN	50.6432	52.6194	54.6072	
	HOLI/PER DAY ADMIN	379.82	394.65	409.55	
	OVERTIME ADMIN	75.9647	78.9291	81.9107	
	FIRE ASSISTANT CHIEF (3106)	YEARLY	103,989.99	108,944.94	113,910.52
SUPERINTENDENT OF MAINTENANCE (3207)	WEEKLY	1,999.81	2,095.09	2,190.59	
	HOURLY LINE	47.4788	49.7411	52.0082	
	HOLI/PER DAY LINE	569.75	596.89	624.10	
	OVERTIME LINE	71.2182	74.6116	78.0124	
	HOURLY ADMIN	53.3282	55.8692	58.4157	
	HOLI/PER DAY ADMIN	399.96	419.02	438.12	
	OVERTIME ADMIN	79.9923	83.8038	87.6235	
Fire Deputy Marshal (3109)	YEARLY	111,841.08	116,907.75	122,454.26	
	WEEKLY	2,150.79	2,248.23	2,354.89	
	HOURLY ADMIN	57.3544	59.9527	62.7971	
	HOLI/PER DAY ADMIN	430.16	449.65	470.98	
	OVERTIME ADMIN	86.0316	89.9290	94.1956	

RANK AND CODE		January 1, 2023 (1.50% I)			
		STEP 1	STEP2	STEP3	STEP4
FIREFIGHTER (3101)	YEARLY	57,990.48	63,126.66	71,271.55	76,021.11
	WEEKLY	1,115.20	1,213.97	1,370.61	1,461.94
	HOURLY LINE	26,476.8	28,821.8	32,540.5	34,709.0
	HOU/PER DAY LINE	317.72	345.86	390.49	416.51
	OVERTIME LINE	39.7152	43.2327	48.8108	52.0636
	HOURLY ADMIN	29.7387	32.3726	36.5495	38.9852
	HOU/PER DAY ADMIN	223.04	242.79	274.12	292.39
	OVERTIME ADMIN	44.6081	48.5590	54.8243	58.4778
PUMPER ENGINEER (3103)	YEARLY	78,926.15	81,725.34		
FIRE EQUIPMENT MECHANIC (3200)	WEEKLY	1,517.81	1,571.64		
	HOURLY LINE	36.0354	37.3134		
	HOU/PER DAY LINE	432.42	447.76		
	OVERTIME LINE	54.0531	55.9701		
	HOURLY ADMIN	40.4749	41.9104		
	HOU/PER DAY ADMIN	303.56	314.33		
	OVERTIME ADMIN	60.7124	62.8656		
FIRE LIEUTENANT (3104)	YEARLY	84,594.74	87,420.93		
FIRE EQUIPMENT MECHANIC (3203)	WEEKLY	1,626.82	1,681.17		
	HOURLY LINE	38.6235	39.9139		
	HOU/PER DAY LINE	463.48	478.97		
	OVERTIME LINE	57.9353	59.8708		
	HOURLY ADMIN	43.3819	44.8312		
	HOU/PER DAY ADMIN	325.36	336.23		
	OVERTIME ADMIN	65.0729	67.2469		
FIRE INSPECTOR (3212)	YEARLY	89,757.92	93,980.47		
	WEEKLY	1,726.11	1,807.32		
	HOURLY ADMIN	46.0297	48.1951		
	HOU/PER DAY ADMIN	345.22	361.46		
	OVERTIME ADMIN	69.0446	72.2927		
	FIRE CAPTAIN (3105)	YEARLY	94,917.86	97,720.30	100,543.25
ASSISTANT SUPT OF MAINT (3206)	WEEKLY	1,825.34	1,879.24	1,933.52	
	HOURLY LINE	43.3367	44.6163	45.9051	
	HOU/PER DAY LINE	520.04	535.40	550.86	
	OVERTIME LINE	65.0051	66.9244	68.8577	
	HOURLY ADMIN	48.6758	50.1130	51.5606	
	HOU/PER DAY ADMIN	365.07	375.85	386.70	
	OVERTIME ADMIN	73.0137	75.1695	77.3410	
	FIRE SENIOR INSPECTOR (3211)	YEARLY	100,235.47	104,147.00	108,081.22
	WEEKLY	1,927.61	2,002.83	2,078.48	
	HOURLY ADMIN	51.4028	53.4087	55.4263	
	HOU/PER DAY ADMIN	385.52	400.57	415.70	
	OVERTIME ADMIN	77.1042	80.1131	83.1394	
	FIRE ASSISTANT CHIEF (3106)	YEARLY	105,549.84	110,579.11	115,619.18
SUPERINTENDENT OF MAINTENANCE (3207)	WEEKLY	2,029.80	2,126.52	2,223.45	
	HOURLY LINE	48.1910	50.4872	52.7884	
	HOU/PER DAY LINE	578.29	605.85	633.46	
	OVERTIME LINE	72.2865	75.7308	79.1825	
	HOURLY ADMIN	54.1281	56.7072	59.2919	
	HOU/PER DAY ADMIN	405.96	425.30	444.69	
	OVERTIME ADMIN	81.1922	85.0609	88.9378	
	Fire Deputy Marshal (3109)	YEARLY	113,518.70	118,661.36	124,291.08
	WEEKLY	2,183.05	2,281.95	2,390.21	
	HOURLY ADMIN	58.2147	60.8520	63.7390	
	HOU/PER DAY ADMIN	436.61	456.39	478.04	
	OVERTIME ADMIN	87.3221	91.2780	95.6085	

RANK AND CODE		July 1, 2023 (1.25%)			
		STEP 1	STEP 2	STEP 3	STEP 4
FIREFIGHTER (3101)	YEARLY	58,715.36	63,915.74	72,162.44	76,971.38
	WEEKLY	1,129.14	1,229.15	1,387.74	1,480.22
	HOURLY LINE	26.8077	29.1821	32.9473	35.1429
	HOL/PER DAY LINE	321.69	350.18	395.37	421.71
	OVERTIME LINE	40.2116	43.7731	49.4209	52.7143
	HOURLY ADMIN	30.1104	32.7773	37.0064	39.4725
	HOL/PER DAY ADMIN	225.83	245.83	277.55	296.04
	OVERTIME ADMIN	45.1657	49.1660	55.5096	59.2088
PUMPER ENGINEER (3103)	YEARLY	79,912.72	82,746.91		
FIRE EQUIPMENT MECHANIC (3200)	WEEKLY	1,536.78	1,591.29		
	HOURLY LINE	36.4858	37.7798		
	HOL/PER DAY LINE	437.83	453.36		
	OVERTIME LINE	54.7287	56.6698		
	HOURLY ADMIN	40.9809	42.4343		
	HOL/PER DAY ADMIN	307.36	318.26		
	OVERTIME ADMIN	61.4713	63.6515		
FIRE LIEUTENANT (3104)	YEARLY	85,652.17	88,513.70		
FIRE EQUIPMENT MECHANIC (3203)	WEEKLY	1,647.16	1,702.19		
	HOURLY LINE	39.1063	40.4128		
	HOL/PER DAY LINE	469.28	484.95		
	OVERTIME LINE	58.6594	60.6192		
	HOURLY ADMIN	43.9242	45.3916		
	HOL/PER DAY ADMIN	329.43	340.44		
	OVERTIME ADMIN	65.8863	68.0875		
FIRE INSPECTOR (3212)	YEARLY	90,879.89	95,155.23		
	WEEKLY	1,747.69	1,829.91		
	HOURLY ADMIN	46.6051	48.7976		
	HOL/PER DAY ADMIN	349.54	365.98		
	OVERTIME ADMIN	69.9076	73.1963		
FIRE CAPTAIN (3105)	YEARLY	96,104.33	98,941.80	101,800.04	
ASSISTANT SUPT OF MAINT (3206)	WEEKLY	1,848.16	1,902.73	1,957.69	
	HOURLY LINE	43.8784	45.1740	46.4789	
	HOL/PER DAY LINE	526.54	542.09	557.75	
	OVERTIME LINE	65.8177	67.7609	69.7184	
	HOURLY ADMIN	49.2843	50.7394	52.2052	
	HOL/PER DAY ADMIN	369.63	380.55	391.54	
	OVERTIME ADMIN	73.9264	76.1091	78.3077	
FIRE SENIOR INSPECTOR (3211)	YEARLY	101,488.41	105,448.84	109,432.23	
	WEEKLY	1,951.70	2,027.86	2,104.47	
	HOURLY ADMIN	52.0453	54.0763	56.1191	
	HOL/PER DAY ADMIN	390.34	405.57	420.89	
	OVERTIME ADMIN	78.0680	81.1145	84.1786	
FIRE ASSISTANT CHIEF (3106)	YEARLY	106,869.22	111,961.35	117,064.42	
SUPERINTENDENT OF MAINTENANCE (3207)	WEEKLY	2,055.18	2,153.10	2,251.24	
	HOURLY LINE	48.7934	51.1183	53.4482	
	HOL/PER DAY LINE	585.52	613.42	641.38	
	OVERTIME LINE	73.1901	76.6775	80.1723	
	HOURLY ADMIN	54.8047	57.4161	60.0330	
	HOL/PER DAY ADMIN	411.04	430.62	450.25	
	OVERTIME ADMIN	82.2071	86.1241	90.0496	
Fire Deputy Marshal (3109)	YEARLY	114,937.68	120,144.63	125,844.72	
	WEEKLY	2,210.34	2,310.47	2,420.09	
	HOURLY ADMIN	58.9424	61.6126	64.5358	
	HOL/PER DAY ADMIN	442.07	462.09	484.02	
	OVERTIME ADMIN	88.4136	92.4189	96.8036	

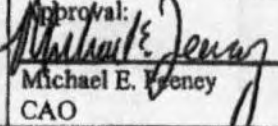
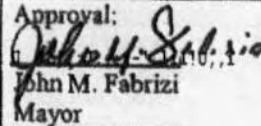
RANK AND CODE		January 1, 2024 (1.25% I			
		STEP 1	STEP2	STEP 3	STEP4
FIREFIGHTER (3101)	YEARLY	59,449.30	64,714.69	73,064.47	77,933.52
	WEEKLY	1,143.26	1,244.51	1,405.09	1,498.72
	HOURLY LINE	27.1428	29.5468	33.3591	35.5822
	HOL/PER DAY LINE	325.71	354.56	400.31	426.99
	OVERTIME LINE	40.7142	44.3203	50.0387	53.3733
	HOURLY ADMIN	30.4868	33.1870	37.4690	39.9659
	HOL/PER DAY ADMIN	228.65	248.90	281.02	299.74
	OVERTIME ADMIN	45.7302	49.7805	56.2034	59.9489
PUMPER ENGINEER (3103)	YEARLY	80,911.63	83,781.25		
FIRE EQUIPMENT MECHANIC (3200)	WEEKLY	1,555.99	1,611.18		
	HOURLY LINE	36.9419	38.2521		
	HOL/PER DAY LINE	443.30	459.03		
	OVERTIME LINE	55.4129	57.3781		
	HOURLY ADMIN	41.4931	42.9647		
	HOL/PER DAY ADMIN	311.20	322.24		
	OVERTIME ADMIN	62.2397	64.4471		
FIRE LIEUTENANT (3104)	YEARLY	86,722.82	89,620.12		
FIRE EQUIPMENT MECHANIC (3203)	WEEKLY	1,667.75	1,723.46		
	HOURLY LINE	39.5951	40.9179		
	HOL/PER DAY LINE	475.14	491.02		
	OVERTIME LINE	59.3927	61.3769		
	HOURLY ADMIN	44.4732	45.9590		
	HOL/PER DAY ADMIN	333.55	344.69		
	OVERTIME ADMIN	66.7099	68.9386		
FIRE INSPECTOR (3212)	YEARLY	92,015.89	96,344.67		
	WEEKLY	1,769.54	1,852.78		
	HOURLY ADMIN	47.1876	49.4075		
	HOL/PER DAY ADMIN	353.91	370.56		
	OVERTIME ADMIN	70.7815	74.1113		
	FIRE CAPTAIN (3105)	YEARLY	97,305.64	100,178.57	103,072.54
ASSISTANT SUPT OF MAINT (3206)	WEEKLY	1,871.26	1,926.51	1,982.16	
	HOURLY LINE	44.4269	45.7386	47.0599	
	HOL/PER DAY LINE	533.12	548.86	564.72	
	OVERTIME LINE	66.6404	68.6079	70.5899	
	HOURLY ADMIN	49.9003	51.3736	52.8577	
	HOL/PER DAY ADMIN	374.25	385.30	396.43	
	OVERTIME ADMIN	74.8505	77.0604	79.2866	
	FIRE SENIOR INSPECTOR (3211)	YEARLY	102,757.02	106,766.95	110,800.13
	WEEKLY	1,976.10	2,053.21	2,130.77	
	HOURLY ADMIN	52.6959	54.7523	56.8206	
	HOL/PER DAY ADMIN	395.22	410.64	426.15	
	OVERTIME ADMIN	79.0439	82.1284	85.2309	
	FIRE ASSISTANT CHIEF (3106)	YEARLY	108,205.08	113,360.87	118,527.72
SUPERINTENDENT OF MAINTENANCE (3207)	WEEKLY	2,080.87	2,180.02	2,279.38	
	HOURLY LINE	49.4033	51.7573	54.1163	
	HOL/PER DAY LINE	592.84	621.09	649.40	
	OVERTIME LINE	74.1049	77.6359	81.1745	
	HOURLY ADMIN	55.4898	58.1338	60.7834	
	HOL/PER DAY ADMIN	416.17	436.00	455.88	
	OVERTIME ADMIN	83.2347	87.2007	91.1752	
	Fire Deputy Marshal (3109)	YEARLY	116,374.41	121,646.44	127,417.77
	WEEKLY	2,237.97	2,339.35	2,450.34	
	HOURLY ADMIN	59.6792	62.3828	65.3424	
	HOL/PER DAY ADMIN	447.59	467.87	490.07	
	OVERTIME ADMIN	89.5188	93.5742	98.0137	

July 1, 2024

RANK AND CODE		STEP 1	STEP 2	STEP 3	STEP 4
FIREFIGHTER (3101)	YEARLY	60,192.42	65,523.63	73,977.78	78,907.69
	WEEKLY	1,157.55	1,260.07	1,422.65	1,517.46
	HOURLY LINE	27.4821	29.9162	33.7761	36.0270
	HOL/PER DAV LINE	329.79	358.99	405.31	432.32
	OVERTIME LINE	41.2232	44.8743	50.6642	54.0404
	HOURLY ADMIN	30.8679	33.6019	37.9373	40.4655
	HOL/PER DAV ADMIN	231.51	252.01	284.53	303.49
	OVERTIME ADMIN	46.3019	50.4028	56.9060	60.6982
PUMPER ENGINEER (3103)	YEARLY	81,923.03	84,828.51		
FIRE EQUIPMENT MECHANIC (3200)	WEEKLY	1,575.44	1,631.32		
	HOURLY LINE	37.4037	38.7302		
	HOL/PER DAV LINE	448.84	464.76		
	OVERTIME LINE	56.1055	58.0954		
	HOURLVADMIN	42.0118	43.5018		
	HOL/PER DAV ADMIN	315.09	326.26		
	OVERTIME ADMIN	63.0177	65.2527		
FIRE LIEUTENANT (3104)	YEARLY	87,806.86	90,740.37		
FIRE EQUIPMENT MECHANIC (3203)	WEEKLY	1,688.59	1,745.01		
	HOURLY LINE	40.0901	41.4294		
	HOU/PER DAV LINE	481.08	497.15		
	OVERTIME LINE	60.1351	62.1441		
	HOURLY ADMIN	45.0292	46.5335		
	HOL/PER DAV ADMIN	337.72	349.00		
	OVERTIME ADMIN	67.5437	69.8003		
FIRE INSPECTOR (3212)	YEARLY	93,166.09	97,548.98		
	WEEKLY	1,791.66	1,875.94		
	HOURLY ADMIN	47.7775	50.0251		
	HOL/PER DAV ADMIN	358.33	375.19		
	OVERTIME ADMIN	71.6662	75.0377		
FIRE CAPTAIN (3105)	YEARLY	98,521.96	101,430.81	104,360.95	
ASSISTANT SUPT OF MAINT (3206)	WEEKLY	1,894.65	1,950.59	2,006.94	
	HOURLY LINE	44.9823	46.3104	47.6482	
	HOL/PER DAV LINE	539.79	555.72	571.78	
	OVERTIME LINE	67.4734	69.4655	71.4723	
	HOURLY ADMIN	50.5241	52.0158	53.5184	
	HOL/PER DAV ADMIN	378.93	390.12	401.39	
	OVERTIME ADMIN	75.7861	78.0237	80.2777	
FIRE SENIOR INSPECTOR (3211)	YEARLY	104,041.48	108,101.54	112,185.14	
	WEEKLY	2,000.80	2,078.88	2,157.41	
	HOURLY ADMIN	53.3546	55.4367	57.5308	
	HOL/PER DAV ADMIN	400.16	415.78	431.48	
	OVERTIME ADMIN	80.0319	83.1550	86.2963	
FIRE ASSISTANT CHIEF (3106)	YEARLY	109,557.64	114,777.88	120,009.32	
SUPERINTENDENT OF MAINTENANCE (3207)	WEEKLY	2,106.88	2,207.27	2,307.87	
	HOURLY LINE	50.0208	52.4042	54.7928	
	HOL/PER DAV LINE	600.25	628.85	657.51	
	OVERTIME LINE	75.0313	78.6064	82.1892	
	HOURLY ADMIN	56.1834	58.8605	61.5432	
	HOL/PER DAV ADMIN	421.38	441.45	461.57	
	OVERTIME ADMIN	84.2751	88.2907	92.3149	
Fire Deputy Marshal (3109)	YEARLY	117,829.09	123,167.02	129,010.50	
	WEEKLY	2,265.94	2,368.60	2,480.97	
	HOURLY ADMIN	60.4252	63.1626	66.1592	
	HOL/PER DAV ADMIN	453.19	473.72	496.19	
	OVERTIME ADMIN	90.6378	94.7439	99.2388	

RANK AND CODE		January 1, 2025 (1.25%)			
		STEP 1	STEP2	STEP 3	STEP4
FIREFIGHTER (3101)	YEARLY	60,944.82	66,342.67	74,902.50	79,894.04
	WEEKLY	1,172.02	1,275.82	1,440.43	1,536.42
	HOURLY LINE	27.8256	30.2901	34.1983	36.4773
	HOLI/PER DAY LINE	333.91	363.48	410.38	437.73
	OVERTIME LINE	41.7385	45.4352	51.2975	54.7159
	HOURLY ADMIN	31.2538	34.0219	38.4115	40.9713
	HOLI/PER DAY ADMIN	234.40	255.16	288.09	307.28
	OVERTIME ADMIN	46.8806	51.0328	57.6173	61.4570
PUMPER ENGINEER (3103)	YEARLY	82,947.06	85,888.87		
FIRE EQUIPMENT MECHANIC (3200)	WEEKLY	1,595.14	1,651.71		
	HOURLY LINE	37.8712	39.2144		
	HOLI/PER DAY LINE	454.45	470.57		
	OVERTIME LINE	56.8068	58.8215		
	HOURLY ADMIN	42.5370	44.0456		
	HOLI/PER DAY ADMIN	319.03	330.34		
	OVERTIME ADMIN	63.8054	66.0684		
	FIRE LIEUTENANT (3104)	YEARLY	88,904.44	91,874.62	
FIRE EQUIPMENT MECHANIC (3203)	WEEKLY	1,709.70	1,766.82		
	HOURLY LINE	40.5912	41.9473		
	HOLI/PER DAY LINE	487.09	503.37		
	OVERTIME LINE	60.8868	62.9209		
	HOURLY ADMIN	45.5920	47.1152		
	HOLI/PER DAY ADMIN	341.94	353.36		
	OVERTIME ADMIN	68.3880	70.6728		
	FIRE INSPECTOR (3212)	YEARLY	94,330.67	98,768.34	
	WEEKLY	1,814.05	1,899.39		
	HOURLY ADMIN	48.3747	50.6504		
	HOLI/PER DAY ADMIN	362.81	379.88		
	OVERTIME ADMIN	72.5621	75.9756		
	FIRE CAPTAIN (3105)	YEARLY	99,753.48	102,698.69	105,665.46
ASSISTANT SUPT OF MAINT (3206)	WEEKLY	1,918.34	1,974.97	2,032.03	
	HOURLY LINE	45.5445	46.8892	48.2438	
	HOLI/PER DAY LINE	546.53	562.67	578.93	
	OVERTIME LINE	68.3168	70.3339	72.3657	
	HOURLY ADMIN	51.1556	52.6660	54.1874	
	HOLI/PER DAY ADMIN	383.67	394.99	406.41	
	OVERTIME ADMIN	76.7334	78.9990	81.2811	
	FIRE SENIOR INSPECTOR (3211)	YEARLY	105,342.00	109,452.81	113,587.45
	WEEKLY	2,025.81	2,104.86	2,184.37	
	HOURLY ADMIN	54.0215	56.1296	58.2500	
	HOLI/PER DAY ADMIN	405.16	420.97	436.87	
	OVERTIME ADMIN	81.0323	84.1945	87.3750	
	FIRE ASSISTANT CHIEF (3106)	YEARLY	110,927.12	116,212.60	121,509.44
SUPERINTENDENT OF MAINTENANCE (3207)	WEEKLY	2,133.21	2,234.86	2,336.72	
	HOURLY LINE	50.6461	53.0593	55.4777	
	HOLI/PER DAY LINE	607.75	636.71	665.73	
	OVERTIME LINE	75.9692	79.5890	83.2165	
	HOURLY ADMIN	56.8857	59.5962	62.3125	
	HOLI/PER DAY ADMIN	426.64	446.97	467.34	
	OVERTIME ADMIN	85.3286	89.3943	93.4688	
	Fire Deputy Marshal (3109)	YEARLY	119,301.95	124,706.61	130,623.13
	WEEKLY	2,294.27	2,398.20	2,511.98	
	HOURLY ADMIN	61.1805	63.9521	66.9862	
	HOLI/PER DAY ADMIN	458.85	479.64	502.40	
	OVERTIME ADMIN	91.7707	95.9282	100.4793	

**APPENDIX D – FAMILY MEDICAL LEAVE POLICY
CITY OF BRIDGEPORT**

Subject: Family and Medical Leave Policy (Revised)	Approval:  Michael E. Veeney CAO	Approval:  John M. Fabrizi Mayor	Effective: August 2006 Number: 03-96 Page: 1 of 4
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PURPOSE

The purpose of this policy is to establish guidelines for the application, use and requirements of family or medical leave (FMLA) for City employees.

SCOPE

This policy shall apply to all City employees who have worked for at least twelve (12) months, and have worked at least 1250 hours during the 12-month period immediately preceding the start of the leave.

POLICY

As provided by the 1993 Family and Medical Leave Act, all eligible City of Bridgeport employees shall be entitled to take up to 12 weeks of unpaid, job-protected leave during any 12 month period for specified family and medical reasons.

Covered Family and Medical Reasons: An eligible employee shall be entitled to 12 weeks unpaid leave during a 12-month period for one or more of the following reasons:

- 1) To care for a child after birth, or placement of a child for adoption or foster care;
- 2) To care for an immediate family member (spouse, child, or parent) with a "serious health condition", or,
- 3) To take a medical leave when the employee is unable to work because of a "serious health condition"; or,

Note: A serious health condition, which shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

An employee may take leave if a serious health condition makes the employee unable to perform the essential functions of his/her position. Employees with questions about whether specific illnesses are covered under this policy or under the City's sick leave policy are encouraged to meet with a representative from Human Resources/Grants Personnel.

Employee Eligibility: An employee shall be entitled to FMLA when he/she meets the following criteria:

- ... 1) The employee has worked for at least 12 months for the City. The twelve months need not have been consecutive. (If the employee was on the payroll for part of a week, the City will not count the entire week. The City considers 52 weeks to be equal to twelve months.)

- 2) The employee has to have worked for the City for at least 1,250 hours over the 12 months before the leave would begin.
- 3) When the City employs both spouses, they are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Calculation of Leave: Eligible employees can use up to 12 weeks of leave during any 12-month period. The City will use a rolling 12-month period measured backward from the date an employee uses or requests any FMLA leave. Each time an employee uses leave, the City computes the amount of leave the employee has taken under this policy, subtracts it from the 12 weeks, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken 5 weeks of leave in the past 12 months, he or she could take an additional 7 weeks under this policy.

An employee may request FMLA for more than one of the eligible reasons. However, an employee is only entitled to a total of 12 weeks of FMLA for all approved leaves in a 12-month period. This 12-month period is measured backward from the date an employee uses or requests the first leave.

Maintenance of Benefits: An employee shall be entitled to maintain group health insurances coverage on the same basis as if he/she had continued to work at the City. To maintain uninterrupted coverage, the employee will have to continue to pay the required contribution as specified in the employee's union contract. This payment shall be made either on person or by mail to the Human Resources/Grants Personnel Department by the first (1st) day of each month as payment for that month. If the employee's payment is more than 30 days overdue then the City will discontinue the coverage.

If an employee informs the city that he/she does not intend to return to work at the end of the leave period, the City's obligation to provide health benefits ends. However, the use of family or medical leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.

Job Restoration: An employee who utilizes family or medical leave under this policy will be restored the same job or a job with equivalent pay and benefits.

The City may choose to exempt certain highly compensated, "key" employees from this job restoration requirement and not return them to the same or similar position at the completion of FMLA leave.

Employees who may be exempted will be informed of this status when they request leave. If the City deems it necessary to deny job restoration for a key employee on FMLA leave, the City will inform the employee of its intention and will offer the employee the opportunity to return to the position immediately.

Use of Paid and Unpaid Leave: An employee with an approved FMLA will use their accrued paid leave (vacation, personal, sick leave, compensatory time) in accordance with the following. If an employee has accrued paid leave of less than 12 weeks, the employee will use paid leave first and take the remainder of the twelve weeks as unpaid leave.

An employee with an approved FMLA due to his/her own serious health condition will first use all paid vacation, personal compensatory time and sick leave, and then will be eligible for unpaid leave.

An employee with an approved FMLA due to the serious health condition of a parent, spouse or child, will use all paid vacation, personal and compensatory time, but not their sick leave, and then will be eligible for unpaid leave.

An employee with an approved FMLA due to the birth or adoption or foster placement of a child will use all paid vacation, personal and compensatory time, but not their sick leave, and then will be eligible for unpaid leave. A female employee using leave for the birth of her child may use paid sick leave for the physical recovery after childbirth. The amount of sick leave utilized after this point will be decided on a case-by-case basis.

Intermittent Leave and Reduced Work Schedules: In certain cases, intermittent use of the twelve weeks of FMLA or a part of a reduced workweek may be allowed. An employee will need to discuss and gain approval for such use from their department head and the Director of Labor Relations.

Employees may also use FMLA intermittently or as part of a reduced workweek whenever it is medically necessary. If the need to use leave is foreseeable and based on preplanned and prescheduled medical treatment, then the employee is responsible to schedule the treatment in a manner that *does not unduly disrupt the City's operations*. This provision is subject to the approval of the Director of Labor Relations.

In some cases, the City may temporarily transfer an employee using intermittent or a reduced workweek to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced schedule.

Procedure for Requesting Leave: All employees requesting FMLA under this policy must complete the *Application for FMLA, Acknowledgment & Medical Release, and Medical Certification of Health Care Provider* forms available from the Human Resources/Grants Personnel Department. A copy of this policy will also be given to each employee requesting FMLA forms.

When an employee plans to take leave under this policy, the employee must give the City 30 days notice. If it is not possible to give 30 days notice, the employee must give as much notice as is possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the City's operations.

While on leave, employees are requested to report periodically to their supervisor regarding the status of the medical condition, and their intent to return to work.

Procedure for Notice and Certification of a Serious Health Condition: The City will require the employee to provide notice of the need to utilize leave (where it is possible to know beforehand) and/or will require the employee to provide certification of an employee's or immediate family member's serious health condition by a qualified health care provider. The employee should request that the health care provider respond to such a request within fifteen (15) days or provide a reasonable explanation for the delay.

Qualified health care providers include: doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners and nurse-midwives authorized to practice under State law and perform within the scope of their practice under state law.

When seeking certification of a serious medical condition, an employee should ensure that the qualified health care provider's certification contains the following:

- 1) Date when the condition began; expected duration; diagnosis; and a brief statement of treatment.
- 2) If employee is seeking medical leave for his/her own medical condition, certification should also include a statement explaining how, why, and the duration that the employee is unable to perform the essential functions of the employee's position.

- 3) For the serious illness of a family member, the certification should include a statement that the patient requires assistance and that the employee's assistance would be necessary and/or helpful.
- 4) If taking intermittent leave or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The completed certification should be delivered in a sealed envelope and marked "Confidential" to the Human Resources/Grants Personnel Department, City Hall, Room 222. Human Resources/Grants Personnel will maintain the certification in a confidential file and, if necessary, will provide the employee's department head with appropriate information from the certification (e.g. date of approval, schedule of appointments and treatments, etc.).

If deemed necessary, the City may ask for a second opinion. The City will pay for the employee to get a certification from a second doctor, which the City will select. If there is a conflict between the original certification and the second opinion, the City may require the opinion of a third doctor. The City and the employee will jointly select the third doctor, and the City will pay for the opinion. The third opinion will be considered final.

FAMILY and MEDICAL LEAVE DOCUMENTS

Application for FMLA: Documents the type of FMLA requested, anticipated start date of leave, and required acknowledgement & approval of the department head and Director of Labor Relations.

Acknowledgement and Medical Release: To be signed by employee as acknowledgement an understanding of the program. Also, authorizes the qualified health care provider to release relevant medical information.

Medical Certification of Health Care Provider: To be filled out by the qualified health care provider. Documents the medical facts surrounding the serious health condition, schedule of treatments, inability of the employee to perform essential job functions, etc.

Distribution of All Forms

Original - Personnel File (Civil Service or Human Resources/Grants Personnel) Photocopy - Employee

APPENDIX E - DRUG PREVENTION AND TESTING POLICY

CITY OF BRIDGEPORT

DRUG PREVENTION AND TESTING POLICY

PURPOSE

The Bridgeport Fire Department has a legal obligation to ensure a safe working environment for its employees, as well as a paramount interest in protecting the public that it is entrusted to serve. The City recognizes that the misuse of controlled substances by employees creates an undue risk to its employees, impairs an employee's job performance, and of paramount importance it creates an undue risk to the health and safety of the public we serve. Due to the safety sensitive nature of this work, the City has a compelling interest in eliminating the use of illegal drugs from its work place.

The purpose of this policy is to establish an avenue to ensure an employee is fit for duty; to ensure drug tests are conducted in a random and equitable manner; that an established written policy and procedure is adhered to; and that random drug testing is a required condition of employment.

POLICY

It is the policy of the City of Bridgeport that the illegal use of drugs is strictly prohibited. Any discipline issued pursuant to this policy will be considered for just cause within the Collective Bargaining Agreement.

DEFINITIONS:

Chain of Custody: Procedures to account for the integrity of each specimen by tracking its handling and storage from point of collection to final disposition.

Collection Site: IMC 226 Mill Hill Avenue Bridgeport, CT 06610

Bridgeport Fire Department Motor Vehicle: City owned, leased or rented motor vehicle or combination of motor vehicles used in commerce to transport Bridgeport Fire Department employees, passengers or property.

Confirmation Test: In drug testing, a second analytical procedure to identify, the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to insure reliability and accuracy. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique.

Covered Employee: All uniformed personnel in the Fire Department.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employers drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. If an employee's test result is positive, the MRO will contact the employee to discuss the test to determine if the positive result is valid and to notify the employee that he has seventy-two (72) hours to request a test of the split specimen.

Prescribed Drug: Any drug, including over the counter medication, prescribed for an individual by a licensed practitioner.

Reasonable Objective Suspicion: Reasonable objective suspicion of drug use will be based on specific, contemporaneous, objective articulable observations concerning appearance, behavior, speech or body odors, or any reasonable inferences that may be drawn from these observations.

Refusal to Submit: When any person covered by this policy engages in conduct that obstructs the testing process. This includes but is not limited to the refusal to sign consent forms; the failure to provide adequate urine for controlled substance testing; the refusal to take a required test; the failure to make oneself available to a test as required by this policy.

Safety related: Any activity that poses a risk of injury to oneself, ones fellow employees, or the general public.

Safety Sensitive Function: Any function that affects the safety of employees and the safe operation of Bridgeport Fire Department vehicles including but not limited to the following:

- 1) all time at a Bridgeport Fire Department facility or other Bridgeport Fire Department locations;
- 2) all time that a Bridgeport Fire Department employee is on duty;

SAMHSA: Substance Abuse Mental Health Services Administration.

Screening Test: In drug testing an immunoassay screen to eliminate negative urine specimens from further analysis. The initial screening will be the EMIT (Enzyme Multiplied Immunoassay Technique).

Supervisor: Uniformed personnel assigned to a position having day-to-day responsibility for supervising subordinates.

PROHIBITED CONDUCT

- 1) The illegal use of controlled substances at any time is prohibited.
- 2) The performance of any safety sensitive function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely drive a vehicle or perform the employee's duties. The use of legally prescribed drugs, that may impair the

employee's work performance or may affect workplace safety, shall be reported to the immediate supervisor before the performance of any safety sensitive function.

- 3) Refusal to submit to a drug test is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following:
- An adequate and complete sampling
 - Assistance in completing the required documentation for chain of custody
 - Marking and sealing the specimen

The refusal by a member of the Department to submit to a drug screening test pursuant to the provisions of this policy will result in disciplinary action, up to and including termination.

EMPLOYEES SUBJECT TO TESTING & TYPES OF DRUGS TESTED FOR

All covered employees will be subject to this Drug Prevention and Testing Policy

The drug testing outlined in this policy will test for the following substances:

- 1) Marijuana *
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates (e.g. heroine, codeine)
- 5) Phencyclidine (PCP)

Note: With changes in the Law, this list may be subject to change.

*Except as Legally prescribed pursuant to Connecticut General State Statute Chapter 420f, Section 21a-408

METHODS OF TESTING

1) Reasonable Suspicion Testing:

- A. When a "reasonable suspicion" is determined indicating that an employee is using drugs, that employee will be tested pursuant to procedures set forth in this policy.
- B. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - Direct observation of drug use;
 - The employee's body shows evidence of drug use (e.g. track marks);
 - The employee is found to be in possession of drugs while on duty;
 - Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
 - An unusual or suspicious pattern of sick leave usage;
 - Information which is provided by a reliable and credible source;
 - The presence of symptoms of drug use (e.g. glassy or blood shot eyes, slurred speech, poor coordination and/or reflexes, etc.);

An anonymous source will not be the sole basis for testing.

- C. Any observations for controlled substances reasonable suspicion testing must be reported immediately to a supervisor who is trained in the detection of controlled substance use.
- D. Any employee who has a reasonable suspicion that his/her immediate supervisor may be under the influence of a controlled substance shall report such suspicion to the next supervisor in the chain of command.
- E. The supervisor shall report the basis for his/her reasonable suspicion to the Fire Chief or Deputy Chief. The Fire Chief or Deputy Chief shall decide whether to direct the employee to testing. Any employee or supervisors initiating reasonable suspicion testing will be required to detail in writing the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee. The Fire Chief or Deputy Chief shall inquire of the employee under reasonable suspicion as to any potential mitigating circumstances. The employee is not required to offer such and, unless the Fire Chief or Deputy Chief shall so decide, such inquiry shall not stop the testing process.
- F. A written directive ordering the employee to report for testing immediately, if possible, but in any event within twenty-four (24) hours, shall be issued by the Fire Chief or Deputy Chief.
- G. Reasonable suspicion can form the basis for post accident testing as provided under this policy.

2) Random Drug Testing:

- A. Random tests for covered employees performing safety sensitive functions will be conducted at a rate established by law. This rate will be subject to change as any federal, state or local law or regulation requires. The rate shall be at least 50 % for random controlled substance testing, or as reasonably necessary for the effectiveness of this program.
- B. Random controlled substance tests will be unannounced and the dates will be spread reasonably throughout the year. The random selection of an employee will not result in his/her name being removed from any future selection process. This process can be performed at any time during the year, with no limitation on the number of occasions per year.
- C. Random drug testing under this policy will be done while the employee is on duty. Each employee who is notified of selections for random drug testing shall report to the test site immediately, upon notice to the commanding officer. Any request for leave or time off shall not be granted once the employee has been selected to submit to random testing as stated above, until such time as the requisite test has been completed.

D. The Office of the Fire Chief shall be the repository for all records concerning the process of testing, reporting and documenting drug results. All confirmed positive test results are confidential and shall be placed in the employee's medical file.

3) Post Accident Testing:

- A. Each employee shall be tested for controlled substances, if the employee was involved in an accident while performing a safety sensitive function with respect to a vehicle; and the accident involved the loss of human life; either vehicle needs to be towed from the scene; or anyone involved in the accident has a bodily injury requiring immediate treatment at a hospital.
- B. Any employee who is subject to post accident testing shall remain readily available for such testing or the employee may be deemed to have refused to take the test. Nothing in this section shall require the delay of necessary medical attention following an accident nor does it prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident.

4) Return to Duty Testing:

Before an employee who has violated this policy concerning controlled substances returns to duty requiring the performance of a safety sensitive function, just before such function, the employee shall undergo a return to duty controlled substance test with a result indicating a verified negative result for controlled substance use.

5) Follow-up Testing:

Employees seeking assistance through EAP shall be evaluated by a substance abuse professional. Following a determination by a substance abuse professional that an employee is in need of assistance associated with use of controlled substance, the employee will be subject to unannounced follow-up controlled substance testing. The substance abuse professional shall determine the amount of follow up testing required. However, a minimum of six (6) follow up tests will be performed within a twelve month period following the employee's return to a safety sensitive function.

In addition, any employee found to have violated this policy, who is not terminated, will also be subject to follow-up testing requirement.

DRUG TESTING PROCEDURES

- 1) Drug testing will be performed by providing a urine sample (minimum of 45 ml.) at the collection site.
- 2) If an employee is unable to provide an adequate sample, the employee must remain at the collection site for a period of three hours. The employee will be required to consume a minimum of 40 fl. oz. of water during this period. If the employee is still unable to provide an

adequate sample, the employee will be referred to a mutually agreed upon physician, to assess the employee's inability to provide an adequate sample.

- 3) Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those laboratories certified by SAMHSA, and that have these procedures in place will be used.
- 4) All personnel subject to testing shall present proper identification upon appearing at the laboratory.
- 5) Once the urine specimen is collected, it will be forwarded to a SAMHSA certified laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall consist of the EMIT (Enzyme Multiplied Immunoassay Technique). If this test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique. A MRO will review and interpret positive test results.
- 6) The testing facility will be continuously bound to make provisions to properly preserve, store and secure a split urine sample of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. This independent confirmation will be authorized by the employee, using the laboratory of his/her discretion, provided such laboratory is SAMHSA certified. Any employee requesting testing of the split sample, must make the request to the MRO within 72 hours. The laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab on the urine sample provided by the employee. There are no cut off levels for testing of the split sample.

The City will provide to the employee prior to testing an information package concerning the testing process which will include a notice to the employee of his/her right to request testing of the split sample.

- 7) Only confirmed positive results are reported positive. The Fire Chief and the Office of Labor Relations shall be notified immediately following a positive test result.
- 8) The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain of custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint. The chain of custody procedure must be stringent and confidential in all phases of the process:
 - Handling of the specimen
 - Testing the specimen
 - Storing of the specimen
 - Reporting of the test results

- 9) The City shall assure that the existing laboratory will be subject to appropriate external auditing procedures to evaluate quality assurance, evaluation of testing procedures and overall performance.

The following table reflects the cut off levels that will indicate a positive on a screening test.

DRUGS	INITIAL TEST LEVELS (NG/ML)	CONFIRMATION TEST LEVELS (NG/ML)
Marijuana	50	15
Cocaine	300	150
Opiates	2000	
Morphine		2000
Codeine		2000
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Methamphetamine		500

These cut off levels will automatically be adjusted to reflect changes in federal and state law.

CONSEQUENCES OF A POSITIVE CONTROLLED SUBSTANCE TEST

Any employee who has tested positive for the use of controlled substances in violation of this policy will immediately be removed from a safety sensitive position or may be suspended with pay pending the results of a disciplinary hearing.

In the case of a new probationary employee, involved in the performance of any safety sensitive or safety-related function, a confirmed use shall result in his/her termination.

It is the policy of the City of Bridgeport to encourage the rehabilitation of its employees with drug problems. Therefore, the City will allow a one-time opportunity, for any employee not terminated, as a result of a violation of this policy, to rehabilitate himself through the City's Employee Assistance (EAP) program. As a condition of employment, the employee will be mandated to successfully complete a detoxification/rehabilitation program as recommended by and under the supervision of EAP. This is a one-time only opportunity. Any breach of the employee's after care treatment will lead to the dismissal of the employee.

In addition, an employee's resort to EAP does not excuse the employee from behavioral and performance standards while at work. Failure to meet these standards even while the employee is resorting to EAP, can be the subject of disciplinary action, up to and including, termination. Following the completion of a detoxification and rehabilitation program, the employee will be subject to the follow up testing requirements as described above.

A positive result on return to duty or follow-up tests will lead to the dismissal of the employee. A second violation of this policy will lead to the dismissal of the employee. No employee will be granted a second disciplinary occurrence.

CONSEQUENCES OF VOLUNTARY DISCLOSURES

The City believes that successful rehabilitation depends on an employee's willingness to rehabilitate himself and the admission that a problem exists. Therefore, the City will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. On a one time only basis, any employee who voluntarily seeks assistance will not be disciplined for the use of controlled substances and will be afforded an opportunity to utilize sick time to achieve his goal of rehabilitation. Each employee is entitled to only one voluntary disclosure.

An employee who voluntarily discloses his drug problem will be subject to the same return to duty requirements as an employee who tests positive, including return to duty and follow up testing; however, this employee will not be subject to immediate termination for failure of such return to duty or follow up test unless it is his second disciplinary offense.

A disclosure will be considered voluntary only if made:

- 1) Prior to any accident or incident which could lead to a drug test.
- 2) Prior to the employee being ordered for a drug test.
- 3) Prior to any employee becoming aware of an impending test.

The EAP is available to all City employees and will provide counseling and referral services to any employee who seeks treatment. The EAP services are provided by the City at no charge. Any required treatment that is not covered by the City's EAP program or insurance shall be borne by the employee. EAP enrollment and counseling is confidential.

Note: The enrollment in an EAP program is not voluntary disclosure. The employee must notify his supervisor in writing to be considered to have voluntarily disclosed.

EMPLOYEE EDUCATION

The City will provide its employees covered by this policy EAP educational materials explaining the requirements of this Drug Testing Policy and its procedures. These employees will also be provided with information on the symptoms and effects of drug use.

DRUG TESTING REASONABLE SUSPICION TRAINING

Employees will receive drug awareness and reasonable suspicion training. The purpose of this training is to provide employees with the knowledge to recognize the symptoms of drug use and/or abuse, and to familiarize them with the procedures and roles of the persons involved in this policy.

COMPENSATION OF EMPLOYEE

Each employee shall be compensated at his regular hourly rate for all testing pursuant to this policy, while on duty. An employee subject to return to duty or follow up testing shall also be compensated at his regular hourly rate, except if such testing is done while off duty.

Contact Person

Any questions concerning this policy shall be directed to the Director of Labor Relations.

Acknowledgment

I _____ acknowledge that I have received a copy of the City of Bridgeport Drug Prevention and Testing Policy.

This form will be placed in my personnel file.

Employee's Signature

Date

Witness

APPENDIX F- ACTING FORM

**BRIDGEPORT FIRE DEPARTMENT
ACTING APPROVAL**

Check one of the following:

Acting Driver _____

Acting Engineer _____

Acting Lieutenant _____

Acting Captain _____

Acting A/Chief _____

I hereby state that _____ (Name, Rank, Assignment)

has demonstrated that the employee is qualified to be _____ (Type of Acting),

and meets all Bridgeport Fire Department requirements.

Signature of Approving Company Officer,
Rank, Assignment

Signature of Approving Company Captain,
Rank, Assignment

Signature of Approving Assistant Chief,
Assignment

APPENDIX G – FIRE MARSHAL POSITION REMOVED FROM UNION

MEMORANDUM OF UNDERSTANDING
in the matter of
CITY OF BRIDGEPORT
And
Bridgeport Fire Fighters Local 834

The City of Bridgeport (hereinafter referred to as the “City”) and Bridgeport Firefighters Local 834 (hereinafter referred to as the “Union”) have reached a negotiated agreement regarding a successor collective bargaining agreement covering the term January 1, 2017 to June 30, 2020. As part of that agreement, it was agreed that the Fire Marshal position would be removed from the bargaining unit. This Memorandum of Understanding sets forth the conditions under which the Fire Marshal may work “on-call Code 7”, Fire Watch overtime and assignments required by state statute as well as the corresponding rate of pay:

1. On-Call Code 7 – Only as a last resort will the Fire Marshal be permitted to cover the On-Call Code 7. To be eligible to cover the On-Call Code 7, documentation must be provided confirming the opportunity has been offered to all eligible bargaining unit members and that no eligible members are available to cover the assignment.
2. Fire Watch - Only as a last resort will the Fire Marshal be permitted to work Fire Watch overtime. To be eligible to work Fire Watch overtime, documentation must be provided confirming the opportunity has been offered to all eligible bargaining unit members and that no eligible members are available to cover the assignment. In such circumstance, the Fire Marshal can serve as the Inspector on a Fire Watch.
3. Statutorily Required Assignments – It is recognized and acknowledged that there are some Connecticut General Statutes that require the Fire Marshal, rather than his designee, to attend certain events and/or incidents.
4. Acting – In the event the Fire Marshal is unavailable due to illness, injury, vacation or retirement, any bargaining unit members serving as the Acting Fire Marshal shall be paid the rate of the Fire Marshal or Deputy Fire Marshal position, whichever is greater.

FOR THE CITY

FOR THE UNION

Date

Date



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 23-22 (Ref.# 12-22)
Submitting Department / Contact Name: City Council President / Aidee Nieves
Subject: Resolution Item# 12-22 re: 2023-2024 Citizen Participation Plan and Citizen Union Resolution adopted by the City Council on February 6, 2023, be amended to reflect the following appointments to the Citizen's Union for Program Year 49.
Referred to Committee: Immediate Consideration
City Council Date: February 21, 2023 (OFF THE FLOOR)

Attest:

Lydia N. Martinez

February 21, 2023

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERKS OFFICE
23 MAR 13 PM 2:01
ATTEST
CITY CLERK



Item 23-22 (Ref.# 12-22) Ref'd for Immediate Consideration on
February 21, 2023.
(OFF THE FLOOR)

CITY COUNCIL BRIDGEPORT

February 21, 2023

**2023-2024
CITIZEN PARTICIPATION PLAN
AND
CITIZENS UNION RESOLUTION**

WHEREAS, Bridgeport City Ordinance 2.108.010 establishes a Bridgeport Citizens Union; and

WHEREAS, the Citizens Union is incorporated in Bridgeport's Citizens Participation Plan;

BE IT HEREBY RESOLVED by the City Council of Bridgeport that resolution #12-22 2023-2024 *Citizen Participation Plan and Citizen Union Resolution*, adopted by the City Council on February 6, 2023, be amended to reflect the following appointments to the Citizens Union for Program Year 49 as indicated on the attached.

RECEIVED
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23 FEB 22 AM 10:13
ATTEST
CITY CLERK

**2023-2024
Bridgeport Citizen Union-PY49**

District	NAME ADDRESS, PHONE, EMAIL	NAME, ADDRESS, PHONE, EMAIL
130	Derwin Hill 60 Waldorf Avenue Bridgeport, CT 06605 203-209-7639 <u>Dkhill375@gmail.com</u> Mathew McCarthy	Maureen Hart 56 Fayerweather Terrace Bridgeport, CT 06605 203-913-3036 Maureen.hart@gmail.com Scott Burns
131	Donna Lee 46 Sanford Place Bridgeport, 06604 203-314-9291 <u>Donnalee80@gmail.com</u> Tyler Mack	Twana Johnson 905 South Avenue Bridgeport, CT 06604 203-545-4185 Twanam.Johnson@yahoo.com Jorge Cruz
132	Margaret Judge 51 Brooklawn Place Bridgeport, CT 06605 203-918-5942	Silvia Smith 1231 Iranistan Avenue Bridgeport, CT 06605 203-366-1045 Jimmysilvia123@gmail.com Rolanda Smith
133	Raymond Collett 94 Sidney Street Bridgeport, CT 06606 203-543-0785 <u>Racolle@gmail.com</u> Jeanette Herron	Lisa M. James 390 Charles Street #202 Bridgeport, CT 06606 203-912-2098 <u>lj524328@gmail.com</u> Aikeem Boyd
134	Charles J. Hebert, Jr. 254 Thorne Street BPT. CT. 06606 203-212-4704 <u>Chuckhebert10@gmail.com</u> Amy Marie Vizzo-Paniccia	Denise West 3215 Main Street Bridgeport, CT 06606 203-260-0826 dwest@snet.net Michele Lyons
135	Carmen Hatton 134 B Yarmich Drive Bridgeport, CT 06606 203-610-3381 <u>Carmenhatton@sbcglobal.net</u> Rose Roman - Christy	Kelly McGee 1694 Reservoir Avenue Bridgeport, CT 06606 203-526-2172 <u>Kellycaresllc828@gmail.com</u> Mary McBride-Lee
136	Robert Delgado 175 Fairview Avenue Bridgeport, CT 06606 00-1488 Robert40robert@aol.com Fred Hodges	Carmen Nieves 131 Whitney Avenue Bridgeport, CT 06606 203-526-4692 Carmen-nieves1@cloud.com Alfredo Castillo

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137	Erim Corado 1407 East Main Street Bridgeport, CT 06608 203-993-7439 <u>Bridgeporthospice@gmail.com</u>	Carmen Hernandez 234 Hough Avenue Bridgeport CT 06608 203-514-1022 <u>Aqua322@yahoo.com</u>
138	Aidee Nieves Dorcia Carillo 600 Huntington Turnpike Bridgeport, CT 06610 1-646-271-7881 Dorcia.carillo@gmail.com	Maria Ines Valle Dae Mcknight 131 Tully Circle 06610 Bridgeport, CT 06610 203-919-2591 dmcknight@crj.org
139	Maria Pereira Vaughn Sims 302 Union Ave Bridgeport CT 06607 203-528-7967 <u>Vaughn_sims@yahoo.com</u>	Samia Sulliman Eneida Martinez 819 Connecticut Avenue Unit 2 Bridgeport, CT 0660 203-650-49 Eneida817@gmail.com Ernest Newton

Approved Full City Council Vote on 2/6/2023

COMM. #12-22 Ref'd to Miscellaneous Matters Committee on 1/17/2023
City of Bridgeport, Connecticut



**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
OFFICE OF HOUSING & COMMUNITY DEVELOPMENT**

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-7221 • Fax (203) 332-5611

JOSEPH GANIM
Mayor

THOMAS GILL
Director

Anjerice Miller
Senior HCD Manager

January 10, 2023

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

Dear City Clerk:

Attached, please find the list of the 2023-2024 nominees to the Bridgeport Citizen Union. Each nominee is selected by a member of the Bridgeport City Council (20).

Citizen Union members are charged with, amongst other things, reviewing all program applications, attending public hearings, and making recommendations to the City Council Special Committee on how Housing and Urban development (HUD) entitlement funding is prioritized and awarded.

This item/list is being transmitted to the City Council for referral to the Miscellaneous Matters Committee for recommendations and approval by the full council. Please contact me if you have any questions or require additional information.

Sincerely,

Anjerice Miller
Senior Program Manager
Office of Housing and Community Development

Cc: Thomas Gill, OPED
Dan Shamas, Chief of Staff
Janene Hawkins, CAO
Tom Gaudett, Mayor's Office
Milta Feliciano, HCD

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23 JAN 11 PM 3:19
ATTEST
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**2023-2024
CITIZEN PARTICIPATION PLAN
AND
CITIZENS UNION RESOLUTION**

WHEREAS, Bridgeport City Ordinance 2.108.010 establishes a Bridgeport Citizens Union; and

WHEREAS, the Citizen's Union is incorporated into Bridgeport's Citizens Participation Plan; and

WHEREAS, the purpose of the Citizen's Union is to provide citizens of Bridgeport with an organized structure and opportunity to participate in the planning and development of the City's Annual Action Plan which implement the goals and objectives articulated in the Consolidated Plan; and

WHEREAS, one representative can be appointed by each of the twenty Bridgeport City Council members for up to twenty Citizen Union members; and

WHEREAS, a total of 20 members have been selected to serve on the 2023-2024 Citizen Union; and

Now, therefore be it resolved, that the Bridgeport City Council hereby approves the attached 2023-2024 Bridgeport Citizen's Union as selected by members of the Bridgeport City Council.

**2023-2024
Bridgeport Citizen Union-PY49**

District	NAME ADDRESS, PHONE, EMAIL	NAME, ADDRESS, PHONE, EMAIL
130	Derwin Hill 60 Waldorf Avenue Bridgeport, CT 06605 203-209-7639 <u>Dkhill375@gmail.com</u> Mathew McCarthy	Maureen Hart 56 Fayerweather Terrace Bridgeport, CT 06605 203-913-3036 <u>Maureen.hart@gmail.com</u> Scott Burns
131	Donna Lee 46 Sanford Place Bridgeport, 06604 203-314-9291 <u>Donnalee80@gmail.com</u> Tyler Mack	Twana Johnson 905 South Avenue Bridgeport, CT 06604 203-545-4185 <u>Twanam.Johnson@yahoo.com</u> Jorge Cruz
132	Dasha Spells 284 Beechwood Avenue Bridgeport, CT 06604 (203) 243-6325 <u>Dspellms@gmail.com</u>	Rolanda Smith
133	Raymond Collett 94 Sidney Street Bridgeport, CT 06606 203-543-0785 <u>Racolle@gmail.com</u> Jeanette Herron	Lisa M. James 390 Charles Street #202 Bridgeport, CT 06606 203-912-2098 <u>lj524328@gmail.com</u> Aikeem Boyd
134	Amy Marie Vizzo-Paniccia	Michele Lyons
135	Rose Roman - Christy	Mary McBride-Lee
136	Fred Hodges	Alfredo Castillo

137	<p>Erim Corado 1407 East Main Street Bridgeport, CT 06608 203-993-7439 <u>Bridgeporthospice@gmail.com</u></p> <p>Aidee Nieves</p>	<p>Carmen Hernandez 234 Hough Avenue Bridgeport CT 06608 203-514-1022 <u>Aqua322@yahoo.com</u></p> <p>Maria Ines Valle</p>
138	<p>Dorcia Carillo 600 Huntington Turnpike Bridgeport, CT 06610 1-646-271-7881 <u>Dorcia.carillo@gmail.com</u></p> <p>Maria Pereira</p>	<p>Samia Sulliman</p>
139	<p>Vaughn Sims 302 Union Ave Bridgeport CT 06607 203-528-7967 <u>Vaughn_sims@yahoo.com</u></p>	<p>Eneida Martinez 819 Connecticut Avenue Unit 2 Bridgeport, CT 0660 203-650-49 <u>Eneida817@gmail.com</u></p> <p>Ernest Newton</p>

(FROM THE FLOOR)

MEETING DATE: February 21, 2023

NO. 23-22 (Ref. 12-22)

COMMITTEE: IMMEDIATE CONSIDERATION

REFERRED TO COMM.:

SUBJECT:

2023-2024 Bridgeport Citizen's Union resolution
Item 12-22 2023-2024 Citizen Participation Plan and Citizen Union
Resolution adopted by the City Council on February 6, 2023 be amended
to reflect the following appointments to the Citizen's union for PY49

MOTION BY: AmyMarie Vizzo-Paniccia

2ND BY: E. Newton

APPROVED DENIED _____ TABLED _____ REF. TO COMM. _____

REMARKS:

Suspend Rules to add to agenda AmyMarie Vizzo-Paniccia
2nd E. Newton 2/3 votes required to waive referral

	YES	NO
Scott Burns		
Matthew McCarthy		
Jorge Cruz, Sr.		
Tyler Mack		
Walter D. Williams		
Rolanda Smith		
Aikeem G. Boyd		
Jeanette Herron		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Rosalina Roman-Christy		
Alfredo Castillo		
Frederick Hodges		
Aidee Nieves		
Maria I. Valle		
Maria H. Pereira		Opposed
Samia Suliman		
Walter D. Williams		
Ernest E. Newton, II.		

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