

**AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, JULY 3, 2023**

**7:00 p.m.**

**CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE**

**BRIDGEPORT, CONNECTICUT 06604**

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: May 15, 2023

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 90-22** Communication from Labor Relations re: Proposed Tentative Agreement with the Bridgeport City Attorneys' Union, Local 1303-272, Council #4, AFSCME, AFL-CIO for the period of January 1, 2023 through December 31, 2026 regarding their Bargaining Unit Contract, referred to Contracts Committee.
- 92-22** Communication from Mayor re: Appointment of Sarah Lewis (D) to the Fire Commission, referred to Public Safety and Transportation Committee.
- 93-22** Communication from OPED re: Proposed Resolution Authorizing the Acquisition of chronically Vacant and Blighted Properties in accordance with the Hollow Neighborhood Revitalization Zone Plan as amended, referred to Economic and Community Development and Environment Committee.
- 94-22** Communication from OPED re: Proposed Resolution Authorizing the Acquisition of a chronically Vacant and Blighted Property at 330 Myrtle Avenue in accordance with the South End Neighborhood Revitalization Zone Plan as amended, referred to Economic and Community Development and Environment Committee.
- 95-22** Communication from Labor Relations re: Proposed Tentative Agreement with the Bridgeport Police Local, #1159 and Council #4 AFSCME, AFL-CIO for the period of July 1, 2021 through June 30, 2026 regarding their Bargaining Unit Contract, referred to Contracts Committee.

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

- 91-22** Resolution presented by Council Member(s) Boyd and Co-sponsor(s): Burns & Roman-Christy re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 10.12 – Stopping, Standing and Parking Generally amend Section 10.12.010 – Restrictions on Stopping or Parking Generally-Violations-Penalties-Exemption, Subsection B, Penalty, referred to Ordinance Committee.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*79-22** Ordinance Committee Report re: Proposed Plan of Districting adopted by the Redistricting Commission on May 30, 2023 for Amendment of Code of Ordinances, Section 2.06.010, to comply with the Commission's Plan and for providing Suitable Polling Places in such Districts and Defining the Boundaries of the area to be served by each Polling Place, **WITHDRAWAL**.
- \*84-22** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend Section 2.06.010 – Districts for Election of Council Members, in order to comply with the Plan of Districting (Plan 3) adopted on June 12, 2023, by the Redistricting Commission and for providing suitable Polling Places in such Districts and defining the Boundaries of the Area to be served by each Polling Place.
- \*17-22** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Adoption of the Affordable Housing Plan.
- \*61-22** Economic and Community Development and Environment Committee Report re: Grant Submission: National Park Service Land and Water Conservation Fund – Outdoor Recreation Legacy Partnership Grants Program (#24462).
- \*62-22** Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut DECD Office of Brownfield Remediation and Development – Municipal Grant Program (#24443).
- \*75-22** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program (#24270).
- \*76-22** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#24533).
- \*70-22** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Ashley Quiles, ET AL – Docket No. FBT-CV-20-6096325-S.
- \*71-22** Education and Social Services Committee Report re: Resolution for School Construction Project Application for State Grants and Initiation of Design for John Winthrop Elementary School Renovate to New Project.

**ROLL CALL VOTE ITEMS:**

- \*88-22** Miscellaneous Matters Committee Report re: Appointment of Franck Adjisegbe (U) to the Fair Rent Commission.
- \*89-22** Miscellaneous Matters Committee Report re: Appointment of Twana Johnson (D) to the Fair Rent Commission.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JULY 3, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

**NAME**

**SUBJECT**

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

Democracy – C.O.B.

2.) Helen Olga Losak  
304 Bradley Street  
Bridgeport, CT 06610

Loud Noise Complaints.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING FORUM  
MONDAY, JULY 3, 2023  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT 06604**

**CALL TO ORDER**

Council President Nieves called the public speaking portion of the meeting to order at 6:33 p.m.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

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

RECEIVED  
CITY CLERKS OFFICE  
23 JUL 14 PM 3:45  
ATTEST  
CITY CLERK

A quorum was present. Names shown in italics did not respond when the roll was called.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JULY 3, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.**

**John Marshall Lee**  
30 Beacon Street  
Bridgeport, CT 06605

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

**The Promise of Democracy and its Delivery**

Housing is a critical issue in this City, but leadership has a neglecting to include average people, fellow Bridgeport Americans, whether born outside the US and

speaking a language different than that used most commonly in Council meetings or residing for a generation or more knowing the quality-of-life constraints and working to improve them. Who speaks up for their rights? Who listens to them?

As to housing, how has a series of municipal leaders failed to appoint people to Fair Rent and Fair Housing groups for nearly 20 years? Why was the Council forced to make up for the lack and create a Fair Rent ordinance on their own with little or no public input? And why did the requirements of Connecticut General Statutes, Section 8-30j, take so long and be submitted late by our Office of Economic Development. After all, isn't it a good news report noting Bridgeport provides 81% of the regions' affordable housing. Further, in the years from 2017 through 2021, 834 new affordable housing units were added to a base of 11, 300 to signify that 21% of our housing stock is deemed affordable.

Tonight, you are asked to approve the statement on Affordable Housing in which you post that by re-establishing the Fair Rent Commission it will "provide a direct place of appeal and information of resident rights" that is different language from your recently approved Fair Rent purpose of "regulating and eliminating excessive rental charges on residential property within the City". What are you doing about Fair Housing Commission? OK to let it reside in the cemetery of inactive Boards because of failure to appoint folks to it?

Is the Housing issue about buildings to shelter those who find it difficult to live anywhere else in the region? Is it about funding more such construction with the help of current taxpaying owners? Where is the carrot?

Is it about ignoring old governance on sheltering in general to provide more opportunity to pursue the status quo for personal financial or unannounced reasons?

Is it about providing for people who have lived here for years (or newly attracted) to know, understand, and pursue their civil rights whether in 2020 they are merely owners of a property (44%), or renters of their homes(56%)?

I have commented on housing before, and also about economic development and civil rights. Are you open to listen to fellow Bridgeport Americans? Will you provide them with sessions that inform them of such basic rights and responsibilities? Will you listen when issues or incidents are raised that are troubling and need remedy? Time will tell.

**Helen Olga Losak**  
304 Bradley Street  
Bridgeport, CT 06610

Ms. Losak came forward and greeted the Council Members and spoke about Bridgeport Police officers dealing with noise complaints. She called the Police Department and said that there was loud music being played at all times. The officers are not familiar with the Noise Ordinance and said that they do not have any decimeter to measure the loudness of the music. some have tried to measure it on their cell phones, but the music can be heard blocks away.

City of Bridgeport  
City Council  
Regular Meeting  
July 3, 2023

The officers should be familiar with the ordinance and take it seriously by issuing tickets. She reminded everyone that they had an event on Colorado Avenue several years ago that cost the City a great deal of money.

**Jilian Genao**  
651 Westfield Avenue  
Bridgeport, CT 06606

1775 Madison Avenue, previous Testo site.

Ms. Genao said that she was present to speak about the previous Testo's Restaurant parcel. The site is now full of garbage along Madison Avenue. She invited the Council Members to take a walk with her to the area. The neighborhood is already being impacted. She said that the neighborhood is opposed to this development.

**Jermaine Rogers**  
Main Street  
Bridgeport, CT

Mr. Rogers came forward and greeted the Council Members. He said that this was the fourth time that he was present to speak about the F.O.I. Requests. He asked if any of the Council Members had done anything for their constituent's requests at that time.

Council President Nieves replied that the Council Members do not reply to the residents during Public Speaking.

Mr. Rogers said that his Council Member had been able to help him get the information he needed but there were residents in other Districts that are not being assisted. Bridgeport deserves to have the representative that works for them. That is the City Council Members' job. Mr. Rogers said that he would be posting this to Facebook so Bridgeport residents can see who represents them. Then the residents can ask each individual Council Member about the status of F.O.I. requests. He said that Council Members should do their due diligence and make this happen.

**Brian More**

Mr. More's name was called, but there was no response.

**Kelvin Ayid**  
State Street  
Bridgeport, CT

Mr. Ayid came forward and said that he had serious concerns about this administration and their ability to mislead the City Council Members. He said that there were concerns with how Economic Development was working in the City. Bridgeport needs a hotel and he had serious concerns about the City's tendency to favor certain developers. It takes a very long time to get

permits to open a business. One café took two years before it could open but another business was able to open in a much shorter time. He also mentioned a project with Land Use Agreement that has not been presented to the Economic Development Committee. This project would bring a hotel to the City of Bridgeport. He said that the Council may not be aware of the project because the Economic Development Department has played everyone present at the meeting.

**Su Purefoy**  
Queen Street  
Bridgeport, CT

Ms. Purefoy came forward to speak about Testo's and said that there is nothing that the Council can do about the development. She said that the Mayor still can change things and asked the Council Members to speak to the Mayor about this. The development is not acceptable. And the Council should tell the mayor that they want a response. The community has spoken and the Mayor has the power to change that. She encouraged the Council Members to do what is right.

The Council Members are elected by the people and they should respond. She said that they would be doing some other things to let the Mayor know how they feel.

**Ernie Quiles**  
Old Town Road  
Bridgeport, CT

Mr. Ernie Quiles came forward and said that he lives on Old Town Road for the last 13 years. He said that when teens and young adults get together and drink, they often speed. The speeding on Old Town road is increasing and the garbage on the property has increased. The youth have been loud and cursing and urinate all over the place,

**Wayne Winston**  
OPED

Mr. Winston came forward and said that he wants to talk about the hotels. He said that a hotel downtown would help the downtown. He then spoke about McLevy Green. He said that there was a project for the green and they have the funding, but they need the Council's support.

### **Council Member Jorge Cruz**

Council Member Cruz came forward and spoke, but he raised his voice, which overpowered the microphone and speaker system. He spoke about Puerto Rico still being a colony and said that it was time for the Puerto Ricans to speak up. He said that it was shameful the way they were acting.

**Eneida Martinez**  
Connecticut Avenue  
Bridgeport, CT

Ms. Martinez came forward and said that she had been in politics since 2006 and said that she did not understand why there was still a problem with using Harding High School for polling. It has worked well in the past and. The Council needs to move this item forward.

**ADJOURNMENT**

Council President Nieves adjourned the public speaking portion of the meeting at 7:05 p.m.

Respectfully submitted,

Telesco Secretarial Services



**CITY OF BRIDGEPORT  
CITY COUNCIL MEETING  
MONDAY, JULY 3, 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 7:09 p.m.

**PRAYER**

Mayor Ganim asked Council Member Suliman to lead those present in prayer.

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

City Clerk Martinez called the roll.

130<sup>th</sup> District: Scott Burns, *Matthew McCarthy*  
131<sup>st</sup> District: Jorge Cruz, Tyler Mack  
132<sup>nd</sup> District: Rolanda Smith  
133<sup>rd</sup> District: Aikeem Boyd, Jeanette Herron  
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135<sup>th</sup> District: Mary McBride-Lee, Rosalina Roman-Christy  
136<sup>th</sup> District: *Frederick Hodges*, Alfredo Castillo  
137<sup>th</sup> District: Aidee Nieves, Maria Valle  
138<sup>th</sup> District: Maria Pereira, Samia Suliman  
139<sup>th</sup> District: Ernest Newton

A quorum was present. Names shown in italics did not respond when the roll was called.

**MINUTES FOR APPROVAL:**

• **May 15, 2023**

\*\* Council Member Herron moved the minutes of the May 15, 2023 meeting.

\*\* Council Member Smith seconded.

The following corrections were noted.

Page 1, under **PRAYER**: please change the following from:

Council Member Vizzo-Paniccia asked for a moment of silence in memory of two former Bridgeport Police Officers who passed away: Charles D. Mack and William Reilly.

To:

Council Member Vizzo-Paniccia asked for a moment of silence in memory of three former Bridgeport Police Officers who passed away: P.O. Norman Barnum, P.O. Charles D. Mack and P.O. William Reilly.

**\*\* THE MOTION TO APPROVE THE MINUTES OF THE MAY 15, 2023 MEETING AS CORRECTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**90-22 Communication from Labor Relations re: Proposed Tentative Agreement with the Bridgeport City Attorneys' Union, Local 1303-272, Council #4, AFSCME, AFL-CIO for the period of January 1, 2023 through December 31, 2026 regarding their Bargaining Unit Contract, referred to Contracts Committee.**

**92-22 Communication from Mayor re: Appointment of Sarah Lewis (D) to the Fire Commission, referred to Public Safety and Transportation Committee.**

**93-22 Communication from OPED re: Proposed Resolution Authorizing the Acquisition of chronically Vacant and Blighted Properties in accordance with the Hollow Neighborhood Revitalization Zone Plan as amended, referred to Economic and Community Development and Environment Committee.**

**94-22 Communication from OPED re: Proposed Resolution Authorizing the Acquisition of a chronically Vacant and Blighted Property at 330 Myrtle Avenue in accordance with the South End Neighborhood Revitalization Zone Plan as amended, referred to Economic and Community Development and Environment Committee.**

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

**91-22 Resolution presented by Council Member(s) Boyd and Co-sponsor(s): Burns & Roman-Christy re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 10.12 – Stopping, Standing and Parking Generally amend Section 10.12.010 – Restrictions on Stopping or Parking Generally-Violations-Penalties-Exemption, Subsection B, Penalty, referred to Ordinance Committee.**

Council Member Pereira requested Agenda Item 92-22 be removed from the list. Council Member McBride-Lee said that there had been other nominations that a Council Member objected to.

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO COMBINE AND REFER THE FOLLOWING AGENDA ITEMS:**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**90-22 COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED TENTATIVE AGREEMENT WITH THE BRIDGEPORT CITY ATTORNEYS' UNION, LOCAL 1303-272, COUNCIL #4, AFSCME, AFL-CIO FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2026 REGARDING THEIR BARGAINING UNIT CONTRACT, REFERRED TO CONTRACTS COMMITTEE.**

**93-22 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING THE ACQUISITION OF CHRONICALLY VACANT AND BLIGHTED PROPERTIES IN ACCORDANCE WITH THE HOLLOW NEIGHBORHOOD REVITALIZATION ZONE PLAN AS AMENDED, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**94-22 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING THE ACQUISITION OF A CHRONICALLY VACANT AND BLIGHTED PROPERTY AT 330 MYRTLE AVENUE IN ACCORDANCE WITH THE SOUTH END NEIGHBORHOOD REVITALIZATION ZONE PLAN AS AMENDED, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**95-22 COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED TENTATIVE AGREEMENT WITH THE BRIDGEPORT POLICE LOCAL, #1159 AND COUNCIL #4 AFSCME, AFL-CIO FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2026 REGARDING THEIR BARGAINING UNIT CONTRACT, REFERRED TO CONTRACTS COMMITTEE.**

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

**91-22 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) BOYD AND CO-SPONSOR(S): BURNS & ROMAN-CHRISTY RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 10.12 – STOPPING, STANDING AND PARKING GENERALLY AMEND SECTION 10.12.010 – RESTRICTIONS ON STOPPING OR PARKING GENERALLY-VIOLATIONS-PENALTIES-EXEMPTION, SUBSECTION B, PENALTY, REFERRED TO ORDINANCE COMMITTEE.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**92-22 Communication from Mayor re: Appointment of Sarah Lewis (D) to the Fire Commission, referred to Public Safety and Transportation Committee.**

Council Member Pereira said that she had strong concerns about the candidate. Council President Nieves called the question.

**\*\* COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 92-22 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF SARAH LEWIS (D) TO THE FIRE COMMISSION, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**\*\* COUNCIL PRESIDENT NIEVES SECONDED.**

**\*\* THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

Mayor Ganim asked if there was anyone who wished to remove an item from the Consent Calendar.

Council Member Burns requested that Agenda Item 17-22 be removed.

Council Member Pereira requested that Agenda Item 84-22 be removed.

The City Clerk read the following items into the record:

**\*79-22 Ordinance Committee Report re: Proposed Plan of Districting adopted by the Redistricting Commission on May 30, 2023 for Amendment of Code of Ordinances, Section 2.06.010, to comply with the Commission's Plan and for providing Suitable Polling Places in such Districts and Defining the Boundaries of the area to be served by each Polling Place, WITHDRAWAL.**

**\*84-22 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend Section 2.06.010 – Districts for Election of Council Members, in order to comply with the Plan of Districting (Plan 3) adopted on June 12, 2023, by the Redistricting Commission and for providing suitable Polling Places in such Districts and defining the Boundaries of the Area to be served by each Polling Place.**

**\*61-22 Economic and Community Development and Environment Committee Report re: Grant Submission: National Park Service Land and Water Conservation Fund – Outdoor Recreation Legacy Partnership Grants Program (#24462).**

**\*62-22 Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut DECD Office of Brownfield Remediation and Development – Municipal Grant Program (#24443).**

**\*75-22 Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program (#24270).**

**\*76-22 Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#24533).**

**\*70-22 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Ashley Quiles, ET AL – Docket No. FBT-CV-20-6096325-S.**

**\*71-22 Education and Social Services Committee Report re: Resolution for School Construction Project Application for State Grants and Initiation of Design for John Winthrop Elementary School Renovate to New Project.**

**\*\* COUNCIL MEMBER NEWTON MOVED THE FOLLOWING ITEMS:**

**\*79-22 ORDINANCE COMMITTEE REPORT RE: PROPOSED PLAN OF DISTRICTING ADOPTED BY THE REDISTRICTING COMMISSION ON MAY 30, 2023 FOR AMENDMENT OF CODE OF ORDINANCES, SECTION 2.06.010, TO COMPLY WITH THE COMMISSION'S PLAN AND FOR PROVIDING SUITABLE POLLING PLACES IN SUCH DISTRICTS AND DEFINING THE BOUNDARIES OF THE AREA TO BE SERVED BY EACH POLLING PLACE, WITHDRAWAL.**

**\*84-22 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND SECTION 2.06.010 – DISTRICTS FOR ELECTION OF COUNCIL MEMBERS, IN ORDER TO COMPLY WITH THE PLAN OF DISTRICTING (PLAN 3) ADOPTED ON JUNE 12, 2023, BY THE REDISTRICTING COMMISSION AND FOR PROVIDING SUITABLE POLLING PLACES IN SUCH DISTRICTS AND DEFINING THE BOUNDARIES OF THE AREA TO BE SERVED BY EACH POLLING PLACE.**

**\*61-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: NATIONAL PARK SERVICE LAND AND WATER CONSERVATION FUND – OUTDOOR RECREATION LEGACY PARTNERSHIP GRANTS PROGRAM (#24462).**

**\*62-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: CONNECTICUT DECD OFFICE OF BROWNFIELD REMEDIATION AND DEVELOPMENT – MUNICIPAL GRANT PROGRAM (#24443).**

**\*75-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – ELDERLY HISPANIC OUTREACH PROGRAM (#24270).**

**\*76-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – BRIDGEPORT SENIOR CENTER RECREATION ACTIVITIES (#24533).**

**\*70-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF ASHLEY QUILES, ET AL – DOCKET NO. FBT-CV-20-6096325-S.**

**\*71-22 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE:  
RESOLUTION FOR SCHOOL CONSTRUCTION PROJECT APPLICATION  
FOR STATE GRANTS AND INITIATION OF DESIGN FOR JOHN WINTHROP  
ELEMENTARY SCHOOL RENOVATE TO NEW PROJECT.**

**\*\* COUNCIL MEMBER SMITH SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**17-22 Economic and Community Development and Environment Committee Report re:  
Resolution Authorizing the Adoption of the Affordable Housing Plan.**

**\*\* COUNCIL MEMBER BURNS MOVED TO SEND AGENDA ITEM 17-22  
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT  
COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE ADOPTION OF  
THE AFFORDABLE HOUSING PLAN BACK TO THE COMMITTEE.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**84-22 Ordinance Committee Report re: Amendment to the Municipal Code of  
Ordinances, amend Section 2.06.010 – Districts for Election of Council Members, in order  
to comply with the Plan of Districting (Plan 3) adopted on June 12, 2023, by the  
Redistricting Commission and for providing suitable Polling Places in such Districts and  
defining the Boundaries of the Area to be served by each Polling Place.**

**\*\* COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 84-22 ORDINANCE  
COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF  
ORDINANCES, AMEND SECTION 2.06.010 – DISTRICTS FOR ELECTION OF  
COUNCIL MEMBERS, IN ORDER TO COMPLY WITH THE PLAN OF  
DISTRICTING (PLAN 3) ADOPTED ON JUNE 12, 2023, BY THE REDISTRICTING  
COMMISSION AND FOR PROVIDING SUITABLE POLLING PLACES IN SUCH  
DISTRICTS AND DEFINING THE BOUNDARIES OF THE AREA TO BE SERVED BY  
EACH POLLING PLACE.**

**\*\* COUNCIL MEMBER MACK SECONDED.**

Council Member Pereira said that she would like a roll call vote to be taken. She said that the gerrymandering was wrong and the judge has told her she has a good case and this will be going to court.

Council Member Newton spoke about the changes in the District boundaries and said the issue was over Harding High School. 99% of the Council was in favor of this. He said that he would not do what the Republicans are doing in the Country by disenfranchising people. He said that he can't wait to see this go to Court and before the judge.

Council Member Cruz pointed out that these changes happen every ten years. He explained that in his District, they had to make some adjustments to keep the Council Members in their Districts. He asked why everything has to go to court. It is what it is.

**\*\* THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**ROLL CALL VOTE ITEMS:**

**\*88-22 Miscellaneous Matters Committee Report re: Appointment of Franck Adjisegbe (U) to the Fair Rent Commission.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED AGENDA ITEM 88-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF FRANCK ADJISEGBE (U) TO THE FAIR RENT COMMISSION.**

**\*\* COUNCIL MEMBER BOYD SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*89-22 Miscellaneous Matters Committee Report re: Appointment of Twana Johnson (D) to the Fair Rent Commission.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED AGENDA ITEM 89-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF TWANA JOHNSON (D) TO THE FAIR RENT COMMISSION.**

**\*\* COUNCIL MEMBER BOYD SECONDED.**

Council Member Pereira said that this person was a City employee and her vote was absolutely no.

Council Member Newton said that when candidates come to the Council to serve on Boards and Committees, they are grilled about things they did 20 years ago; where they work; what their kids did and all other sorts of things. People do not want to serve on Boards and Committees because of this. The Council Members are not the judge and jury.

Council Member Herron said that constituents are abused when they ask to be on Committees. Because of this, it is hard to find people willing to fill the vacant seats.

**\*\* THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

Council Member Burns stated that he had a matter to add to the agenda.



**\*\* COUNCIL MEMBER BURNS MOVED SUSPEND THE RULES IN ORDER TO ADD AN ITEM TO THE AGENDA FOR REFERRAL TO THE BUDGET AND APPROPRIATION COMMITTEE REGARDING A PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND SECTION 2.36.010 – OFFICER AND UNAFFILIATED EMPLOYEE SALARIES FOR THE PURPOSES OF ADDING A NEW PART-TIME SALARY FOR THE POSITION OF OPM DIRECTOR UNDER THE SUBSECTION, EXECUTIVE APPOINTED OFFICIALS AT GRADE 8.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #96-22)**

**\*\* COUNCIL MEMBER BURNS MOVED SUSPEND THE RULES IN ORDER TO ADD AN ITEM FOR REFERRAL TO THE BUDGET AND APPROPRIATION COMMITTEE REGARDING A PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND SECTION 2.36.010 – OFFICER AND UNAFFILIATED EMPLOYEE SALARIES FOR THE PURPOSES OF ADDING A NEW PART-TIME SALARY FOR THE POSITION OF OPM DIRECTOR UNDER THE SUBSECTION, EXECUTIVE APPOINTED OFFICIALS AT GRADE 8.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

**\*\* THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

#### ADJOURNMENT

**\*\* COUNCIL MEMBER BURNS MOVED TO ADJOURN.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:41 p.m.

Respectfully submitted,  
Telesco Secretarial Services



CITY OF BRIDGEPORT, CONNECTICUT  
**OFFICE OF LABOR RELATIONS**

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

JOSEPH P. GANIM  
Mayor

EROLL V. SKYERS  
Attorney

June 28, 2023

RECEIVED  
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ATTEST  
CITY CLERK

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

**RE: AFSCME Local 1303-272, Council #4, Bridgeport City Attorneys' Union Tentative Agreement**

Dear Honorable Council Members:

The City of Bridgeport and the City Attorneys' Union have reached an agreement regarding their bargaining unit contract. Attached for your review is a copy of the signed tentative agreement as well as a red-lined copy of the collective bargaining agreement which shows all additions, (underlined text) and deletions (strike throughs). The financial impact analysis provided by the Office of Policy and Management as required by City Council Resolution: "(g) financial impact analysis – to include reasonable estimates as to all expenditure and revenue effects of the reference if approved as requested..." is not included in this packet as the Office of Policy and Management is currently busy closing out the fiscal year, but we expect it will be provided to all members prior to the Contracts Committee Meeting on July 11, 2023. This agreement is subject to ratification by the union membership and approval by the City Council.

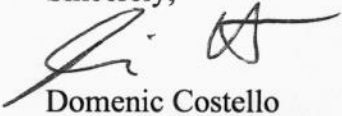
Please note that Connecticut General Statute §7-474(b) imposes two (2) important time constraints related to action by a legislative body on this type of agreement. These are:

1. [The agreement] shall be submitted by the bargaining representative of the municipality within fourteen days of the date on which such agreement is reached to the legislative body which may approve or reject as a whole ... This agreement was signed on **June 28, 2023**.
2. Such request [to approve the agreement] shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submissions to said body. Based on this language, if the City Council does not either accept or reject the agreement by **August 11, 2023**, the agreement will be considered approved by operation of law.

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

City Council is **Monday July 3, 2023**, and the next scheduled meeting of the Contracts Committee is **Tuesday July 11, 2023**.

Sincerely,

A handwritten signature in black ink, appearing to read "Domenic Costello", with a stylized flourish at the end.

Domenic Costello  
Deputy Director of Labor Relations

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



Style Definition: TOC 1

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**AGREEMENT**

between

**THE CITY OF BRIDGEPORT**

-and-

**BRIDGEPORT CITY ATTORNEYS UNION**

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

**JANUARY 1, 2023~~18~~ to DECEMBER 31, 2026~~2~~**

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## AGREEMENT

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

### I. THE UNION AND UNION SECURITY

#### ARTICLE 1 - RECOGNITION

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

#### ARTICLE 2 - UNION SECURITY AND DUES DEDUCTION

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

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

- 2.2 The City agrees to deduct from the pay of all employees covered by this Agreement, who individually and voluntarily authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the union. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by the law, Union dues for such deduction period shall be a deduction in the next pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the

date such deductions were or should have been made and delivered to the Union. It is also agreed that the obligations of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union. Upon delivery of a copy of a signed voluntary authorization, all such dues shall be automatically payroll deducted and remitted to the Union.

- 2.3 Deduction Period. The remittance to the Union for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.
- 2.4 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

#### ARTICLE 3 - SUBCONTRACTING

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

#### ARTICLE 4 - SENIORITY

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

#### ARTICLE 5 - PROBATIONARY PERIOD

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



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

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

**ARTICLE 6 - LAY-OFF AND RECALL**

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

**ARTICLE 7 - UNION ACTIVITIES**

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

**II. MANAGEMENT AND THE WORKPLACE**

**ARTICLE 8 - MANAGEMENT RIGHTS**

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

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

#### **ARTICLE 9 - HOURS OF WORK**

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

#### **ARTICLE 10 - DISCIPLINARY PROCEDURE**

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

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

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

#### **ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

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

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

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

#### **ARTICLE 12 - TRANSFERS**

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

of seniority.

**ARTICLE 13 - AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 14 - DRUG AND ALCOHOL TESTING**

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

**III. MONETARY PAYMENTS**

**ARTICLE 15 - WAGES**

- 15.1** The salaries of all employees covered by this Agreement shall be in accordance with the plan shown as Appendix A. (attached)
- 15.2** Effective January 1, 2023~~18~~, wages shall be increased by ~~three zero~~ percent (~~03~~%).
- 15.3** Effective January 1, 2024~~19~~, wages shall be increased by two and three quarter percent (2.750%).
- 15.4** Effective January 1, 2025~~0~~, wages shall be increased by two and six tenths percent (2.60 %).
- 15.5** Effective January 1, 2026~~1~~, wages shall be increase by two and one half percent (2.50%).
- ~~15.5A~~ Effective January 1, 2022, wages shall be increase by two and one half percent (2.5%)
- 15.6** In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate as applicable, whichever is appropriate in determining such benefits.
- 15.7** All employees on an annual salary shall be paid the wages of their classification based on fifty-two (52) weeks.
- 15.8** The City Attorney, with the approval of the Director of Labor Relations, will have discretion to determine the starting Step for any newly hired attorney based on the candidate's skills and abilities.

- 15.9 Effective September 30, 2014, all City Attorney's will have and maintain direct deposit for payroll purposes.

**ARTICLE 16 - PAYMENT OF TUITION**

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

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**ARTICLE 17 - LONGEVITY**

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

**ARTICLE 18 - RETROACTIVE PAYMENTS**

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

**IV. BENEFITS**

**ARTICLE 19 - INSURANCE**

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

supply at retail and a ninety (90) day supply at mail order. Mandatory mail order shall be required for maintenance drugs on the list maintained by the City's pharmacy benefits manager for refills of the prescription beyond the third or the co-payments and employee payment provided above shall double at retail (the "Prescription Drug Plan").

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

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

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

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

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

for surviving spouses shall terminate upon remarriage.

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

**19.5** All members of the bargaining unit whose original date of hire is after December 31, 2014 will not be entitled to post-retirement health benefits. It is understood that all union members whose original date of hire is on or prior to December 31, 2014 shall be entitled to post-retirement health benefits if they satisfy the eligibility requirements specified in this collective bargaining agreement. The Union and City agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, and John Bohannon and Lisa Trachtenburg)*.

**19.6** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.

**19.7** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan or Insurance as



set forth in Section 19.1 or 19.1A and Section 19.2 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans or Insurance as specified in Section 19.1 or 19.1A and Section 19.2 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

- 19.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 19.1 or 19.1A of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 19.1 or 19.1A of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 19.1 or 19.1A of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 19.1 or 19.1A of this Article and substitution may be proposed for any one or more of the specified coverages.
- 19.9** The City shall provide a payment in lieu of health benefits, for employees that waive such coverage, in the amount of five hundred (\$500) dollars per year. Effective January 1, 2010 the amount will be increased to one thousand five hundred dollars (\$1,500.00). Effective January 1, 2011 the amount will be increased to two thousand dollars (\$2,000.00) and will be capped at two thousand dollars.
- 19.10** The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments.

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

**19.11** Effective July 1, 2009 all active employees shall contribute 12% of the Premium Cost as defined in this Section for the Medical Plan and Prescription Drug Plan. Effective January 1, 2010 the contribution shall increase to fifteen percent (15%) of the Premium Cost. Effective January 1, 2011 the contribution shall increase to eighteen percent (18%) of the Premium Cost. Effective January 1, 2012 all contributions shall increase to twenty-one percent (21%) of the Premium Cost. Effective January 1, 2013 all contributions shall increase to twenty-five percent (25%) of the Premium Cost. For purposes of this Section, and wherever applicable elsewhere in this Article, "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third-party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").

(a) Members of the Union who were hired on or before June 30, 2010 or who were regular full-time employees on June 30, 2010 shall have their Premium Cost Share (PCS) contribution capped at twenty five percent (25%) for their health care insurance. This shall include benefits eligible City employees who became new members of the Union by virtue of an intra-City transfer. This 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage as defined in the Collective Bargaining Agreement and elect to receive City health benefits coverage at the time of their retirement. NOTE: The Union and City have agreed to list the names of these employees as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.

(b) — New members to the Union, who were hired after June 30, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule: ~~current new members shall start at 25% PCS contribution on July 1, 2023. There will be a one (1) percent increase each year on July 1<sup>st</sup> in accordance with the chart below for the PCS up to thirty-three and one third (33 1/3) percent, fifty percent (50%).~~ ~~New members hired into the Union will begin at whatever percentage is in effect at the time the employee enters the Union. This shall be capped at fifty (50%) after twenty-five years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during this entire period of retirement.~~

|              |     |
|--------------|-----|
| July 1, 2023 | 25% |
| July 1, 2024 | 26% |

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|              |         |
|--------------|---------|
| July 1, 2025 | 27%     |
| July 1, 2026 | 28%     |
| July 1, 2027 | 29%     |
| July 1, 2028 | 30%     |
| July 1, 2029 | 31%     |
| July 1, 2030 | 32%     |
| July 1, 2031 | 33%     |
| July 1, 2032 | 33 1/3% |

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

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

Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.

**19.12 -**

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

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

**ARTICLE 20 - PENSION PLAN**

**20.1** All eligible employees in the bargaining unit shall be covered by the

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Connecticut Municipal Employees Retirement Fund B, hereinafter referred to as CMERF Fund B.

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

**ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- 21.1 The City recognizes that a wide range of problems not directly associated with ones' job function can have an undesirable effect on an employee's job performance. The City also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems. It is in the interest of the employee, the employee's family and the City to provide an employee with a service which deals with such persistent problems.
- 21.2 The EAP may establish, and therefore discontinue, and provide its services to all City employees and their immediate family members at no cost to employee or family.
- 21.3 The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.
- 21.4 Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employees problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.
- 21.5 No reference or record shall be made or stored in any Personnel, Payroll, Supervisor's, Civil Service Commission, or other file regarding an employee's need for, access to, or use of the EAP. All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission, Board or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.
- 21.6 To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

V. HOLIDAY AND LEAVES

**ARTICLE 22 - HOLIDAYS**

22.1 The following days shall be paid holidays:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| President's Day        | Veterans Day           |
| Good Friday            | Thanksgiving           |
| Memorial Day           | Day after Thanksgiving |
| <u>Juneteenth</u>      | Christmas Day          |
| Independence Day       |                        |

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

- 22.2 If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.
- 22.3 If any such holiday shall occur during the vacation of any employee, the employee shall receive an additional day's vacation in lieu thereof.
- 22.4 Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

**ARTICLE 23 - VACATIONS**

- 23.1 Vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.
- 23.2 Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed two (2) calendar weeks in the contract year such service is rendered. In each contract year, any employee with one (1) or more years of such Municipal Service, but less than five (5) years of such service shall receive three (3) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous municipal service, shall receive four (4) weeks of vacation with pay. Employees with ten (10) or more years of continuous municipal service shall receive five (5) weeks vacation

with pay.

**23.3 a)** Employees with one (1) week vacation are not eligible for either the option of carry-over or pay-out as set forth below.

**b)** Employees with three (3) weeks or more vacation may exercise the option of carrying over only one (1) week of unused vacation time from one contract year/vacation year to the next contract year/vacation year, and, in addition to the carry-over option set forth above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carry-over and pay-out options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one (1) week actual vacation.

**c)** Employees with four (4) or more weeks of vacation, in addition to the carry-over option set forth in advance, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those weeks worked. An employee eligible for both carry-over and pay-out options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.

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

#### ARTICLE 24 - SICK LEAVE

**24.1** Sick Leave Allowance - Sick Leave shall be earned by each employee of the bargaining unit, at the rate of ~~twelve ten (10)~~(12) days per year, which shall be allotted on January 1st, of each year.

**24.2** Sick Leave Accumulation - Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.

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

**24.4** Sick leave accumulated at retirement or death or other separation from City service.

- (a) Upon retirement or other separation from City service, an active employee at the ratification of this agreement shall be credited for the period of time corresponding to the amount of the sick leave accumulated. For accumulated days held on June 30, 1992, the above stated credit shall be paid on a lump sum basis of eight-five (85%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of the retirement or separation date. For days accumulated after July 1, 1992, the credit shall be paid at the rate of fifty (50%) percent of all unused sick leave up to a limit of two hundred and fifteen (215) days. Employees hired after the ratification of this agreement can accumulate sick days to be saved, but will not be paid out at their separation from City employment.
- (b) On the death of the employee, the amount of sick leave time credited to the employee who is eligible to receive a payout shall be payable to his/her spouse, and/or children, or the estate of the employee.

**24.5** Usage of accumulated sick leave shall be first from the then current year allotment, then from the days accumulated after July 1, 1992 and thereafter from the accumulated days held on June 30, 1992.

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

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

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

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

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

#### **ARTICLE 25 - PERSONAL LEAVE**

**25.1** Up to three (3) days personal leave with pay shall be granted to any employee

on request for personal business in any contract year. Such request will not be unreasonably denied. At the end of the contract year, personal days which are unused will be credited to the employee's sick leave account.

#### ARTICLE 26 - BEREAVEMENT LEAVE

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

#### ARTICLE 27 - LEAVES OF ABSENCES

- 27.1** A Department Head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period of not to exceed one (1) year. No leave without pay shall be granted without a written request of the employee and guarantee by that employee that he/she will service the City of at least one (1) year after his/her return from such leave. Whenever granted, such leave shall be approved in writing and signed by the Department Head and the Director of Labor Relations.

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

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

#### ARTICLE 28 - PREGNANCY LEAVE

- 28.1** Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the



nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.

- 28.2** Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.
- 28.3** Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.
- 28.4** Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.
- 28.5** Parental leave, shall, upon written request to the Department Head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 24. This leave shall be without pay.
- 28.6** During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this agreement at their own expense, and (b) accrue seniority for all benefits thereto provided by this agreement.

#### **ARTICLE 29 - WORKERS' COMPENSATION**

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

pursuant to Section 2 of Article 24, "Sick Leave", of this Agreement.

- 29.3** Subject to the limitation provided in Section 27.1 of Article 27, workers compensation leave shall be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical recovery.
- 29.4** Each employee so injured or disabled must choose from the list of approved medical care providers on the Bridgeport Worker' Compensation Managed Care Plan as it may be modified from time to time by the Plan Administrator with the approval of the Workers' Compensation Commission.
- 29.5** If an employee on Workers' Compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee to return to a modified duty position, such discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. The positions are intended to be temporary in nature, generally no more than three (3) months, and are designed to return the employee back to his/her regular work.
- 29.6** When there is a disagreement between the City and the employee, the determination of the number of weeks the employee was necessarily absent from work by reason of a compensable injury shall be determined by the City's Director of Health or a Medical Doctor to whom such Director delegates his/her authority to make such a determination. If not settled, the grievance procedure set out in this contract may be used.

#### **ARTICLE 30 - JURY DUTY**

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

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

**VI. MISCELLANEOUS**

**ARTICLE 31 - CIVIL SERVICE APPLICABILITY**

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

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

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

**ARTICLE 33 - NONDISCRIMINATION**

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

**ARTICLE 34 - BULLETIN BOARDS**

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

**ARTICLE 35 - COPIES OF THE CONTRACT**

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

**ARTICLE 36 - SAVINGS CLAUSE**

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

**ARTICLE 37 - MISCELLANEOUS**

- 37.1** Any employee will be given time off with pay in order to attend a seminar,

training session or the like which is in connection with his/her City position when attendance has been authorized by his/her Department Head. Should the employee use his/her own car for travel, the City will reimburse him/her at the standard City rate per mile, plus fees, hotel charges and meals. If the employee travels by other means, he/she shall be reimbursed for the cost of the fare. The Employer may not unreasonably deny a request and may require reasonable documentation prior to reimbursement.

- 37.2** The City shall reimburse each employee for any Connecticut Occupational taxes paid by the employee that are related to the practice of law.

**ARTICLE 38 - PRIOR PRACTICE**

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

**ARTICLE 39 - DURATION**

- 39.1** All provisions of this agreement shall be effective as of the first (1<sup>st</sup>) day of January 20~~23~~<sup>18</sup> and shall remain in full force and effect until the thirty-first (31<sup>st</sup>) day of December 20~~26~~<sup>22</sup>. It shall be negotiated pursuant to the terms and conditions of M.E.R.A..

**ARTICLE 40 - CITY ATTORNEY**

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

Signed this Day of \_\_\_\_\_, 2023~~0~~.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Joseph P. Ganim  
Mayor

\_\_\_\_\_  
John Mitola, Esquire

\_\_\_\_\_  
~~Eric Amado~~ Domenic Costello  
Deputy Director of Labor Relations

APPENDICES

APPENDIX A

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

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

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

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

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

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| Increase ->>       | 3.0%         | 2.75%        | 2.6%         | 2.5%         |
|--------------------|--------------|--------------|--------------|--------------|
| Effective date ->> | 1/1/2023     | 1/1/2024     | 1/1/2025     | 1/1/2026     |
| Step 1             | \$82,919.00  | \$85,199.00  | \$87,414.00  | \$89,599.00  |
| Step 2             | \$90,457.00  | \$92,945.00  | \$95,362.00  | \$97,746.00  |
| Step 3             | \$101,583.00 | \$104,377.00 | \$107,091.00 | \$109,768.00 |
| Step 4             | \$107,832.00 | \$110,797.00 | \$113,678.00 | \$116,520.00 |
| Step 5             | \$114,088.00 | \$117,225.00 | \$120,273.00 | \$123,280.00 |
| Step 6             | \$120,340.00 | \$123,649.00 | \$126,864.00 | \$130,036.00 |
| Step 7             | \$126,589.00 | \$130,070.00 | \$133,452.00 | \$136,788.00 |
| Step 8             | \$132,839.00 | \$136,492.00 | \$140,041.00 | \$143,542.00 |
| Step 9             | \$139,089.00 | \$142,914.00 | \$146,630.00 | \$150,296.00 |
| Step 10            | \$145,340.00 | \$149,337.00 | \$153,220.00 | \$157,051.00 |
| Step 11            | \$152,610.00 | \$156,807.00 | \$160,884.00 | \$164,906.00 |
| Step 12            | \$159,653.00 | \$164,043.00 | \$168,308.00 | \$172,516.00 |

# CONNECTICUT PARTNERSHIP PLAN



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## *A Great Opportunity for Very Valuable Healthcare Coverage*

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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 Expanded Access 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 or visit [osc.ct.gov/ctpartner](https://osc.ct.gov/ctpartner).



| 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<br>Family: \$350 per member (\$1,400 maximum)<br><br><b>Waived for<br/>HEP-compliant members</b> | Individual: \$300<br>Family: \$900   |
| Coinsurance (the percentage of a covered expense you pay <b>after</b> 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<br>Family: 4,000   | Individual: \$2,300 (includes deductible)<br>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 <sup>1</sup><br>** 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)                        |

<sup>1</sup> 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.

<sup>1</sup> 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<br>(based on medical necessity)   |  |   |
| Office Visit  | \$15 copay   | 20% of allowable UCR* charges   |
| Outpatient or Inpatient<br>Hospital Care  | \$0  | 20% of allowable UCR* charges   |
| **Inpatient Hospital Stay   | \$0  | 20% of allowable UCR* charges   |
| Mental Healthcare/Substance Abuse<br>Treatment  | \$0  | 20% of allowable UCR* charges<br>(you may need to get prior<br>authorization)                                 |
| **Inpatient   |  |   |
| Outpatient  | \$15 copay   | 20% of allowable UCR* charges   |
| Nutritional Counseling<br>(Maximum of 3 visits per Covered<br>Person per Calendar Year)   | \$0  | 20% of allowable UCR*<br>charges  |
| **Outpatient Surgery  | \$0  | 20% of allowable UCR* charges   |
| **Physical/Occupational Therapy   | \$0  | 20% of allowable UCR* charges,<br>up to 60 inpatient days and<br>30 outpatient days per<br>condition per year |
| Foot Orthotics  | \$0 (your doctor may need<br>to get prior authorization)   | 20% of allowable UCR* charges<br>(you may need to get prior<br>authorization)                                 |
| Speech therapy: Covered for treatment<br>resulting from autism, stroke, tumor<br>removal, injury or congenital anomalies<br>of the oropharynx | \$0  | Deductible plus Coinsurance<br>(30 visits per Calendar Year)  |
| Medically necessary treatment<br>resulting from other causes is subject to<br>Prior Authorization   | \$0 (30 visits per Covered<br>Person per Calendar<br>Year) | Deductible plus Coinsurance<br>(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.

### *When you need information about your benefits...*

**CareCompass.CT.gov** is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at **carecompass.quantum-health.com**, or by clicking Sign In on the Care Compass home page
- To view forms, visit **CareCompass.CT.gov/forms**, or click the Forms button at the bottom of the Care Compass home page.

### *When you need benefits support...*

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

### *Earn incentives*

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward!

Visit **CareCompass.CT.gov/providersofdistinction** to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

Doctors, hospitals and provider groups that meet the highest patient care standards are designated "Providers of Distinction." Providers of Distinction members will coordinate your care throughout your entire treatment process, from evaluation through recovery. The best providers within this program are identified as Centers of Excellence.

To view a full list of procedures and incentives, visit **CareCompass.CT.gov/providersofdistinction/#incentives**. Note: The amount of the reward varies by procedure and location.

### *When you need to find the best provider or to find a location for a routine lab test...*

Visit **osc.ct.gov/ctpartner** then scroll to **Find Providers**.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or **use the Find Care tool**.

### *When you're injured...*

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at **CareCompass.CT.gov/orthopedics**.

### *Help Managing and Reversing Diabetes*

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

### *Help Preventing Diabetes*

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit **CareCompass.CT.gov/diabetes**.

| <b>Prescription Drugs</b>                    | <b>Maintenance<sup>+</sup><br/>(31-to-90-day supply)</b> | <b>Non-Maintenance<br/>(up to 30-day supply)</b> | <b>HEP Chronic<br/>Conditions</b> |
|--|--|--|-----------------------------------|
| Generic (preferred/non-preferred)**          | \$5/\$10   | \$5/\$10   | \$0                               |
| Preferred/Listed Brand<br>Name Drugs         | \$25   | \$25   | \$5                               |
| Non-Preferred/Non-Listed<br>Brand Name Drugs | \$40   | \$40   | \$12.50                           |
| Annual Out-of-Pocket<br>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 [osc.ct.gov/ctpartner](http://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 [osc.ct.gov/ctpartner](http://osc.ct.gov/ctpartner)) and scroll down to Pharmacy under Benefit Summaries.)

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 2023 HEP Requirements:

| PREVENTIVE SCREENINGS                    | AGE        |                     |                     |                     |   |   |   |
|--|------------|---------------------|---------------------|---------------------|---|---|---|
|  | 0-5        | 6-17                | 18-24               | 25-29               | 30-39   | 40-49   | 50+   |
| Preventive Visit                         | 1 per year | 1 every other year  | Every 3 years       | Every 3 years       | Every 3 years   | Every 2 years   | Every year  |
| Vision Exam                              | N/A        | N/A                 | Every 7 years       | Every 7 years       | Every 7 years   | Every 4 years   | 50-64: Every 3 years<br>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 (Pap Smear)    | N/A        | N/A                 | Every 3 years (21+) | Every 3 years       | Pap smear only every 3 years or Pap and HPV combo screening every 5 years | Pap smear only every 3 years or Pap and HPV combo screening every 5 years | Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65                           |
| Colorectal Cancer Screening <sup>1</sup> | N/A        | N/A                 | N/A                 | N/A                 | N/A   | <b>UPDATED</b>  | 40-44: N/A<br>45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years |

\* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer  
 \*\* Or as recommended by your physician  
 1 NEW: colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services

For those with a chronic condition: The household must meet all preventive and chronic requirements to be compliant.

To check your Health Enhancement Program compliance status, visit [CareCompass.CT.gov](https://CareCompass.CT.gov), then sign in or register for your Quantum Health benefits portal. To view your status, click the My Health tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

*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.*

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Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at [carecompass.quantum-health.com](http://carecompass.quantum-health.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
- Send a secure message to a Care Coordinator for benefits assistance
- *Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.*

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.

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

**|** [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)  
**860-702-3560**

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*General benefit questions, Medical, and Health Enhancement Program (HEP)*

**|** Quantum Health  
[CareCompass.CT.gov](http://CareCompass.CT.gov) or login to your benefits portal from Care Compass  
**833-740-3258**

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*Prescription drug benefits*

**|** CVS Caremark  
[CareCompass.CT.gov/state/pharmacy](http://CareCompass.CT.gov/state/pharmacy) or login to your benefits portal from Care Compass  
**1-800-318-2572**

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## APPENDIX C

### 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.

**PREMIER**  
PROGRAM

#### USING YOUR BENEFIT IS EASY!

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

**Like shopping online?** Go to [eyeconic.com](http://eyeconic.com) and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

#### QUALITY VISION CARE YOU NEED.

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

#### GET YOUR PERFECT PAIR

**EXTRA \$20** +

TO SPEND ON  
FEATURED FRAME BRANDS\*

bebe CALVIN KLEIN COLE HAAN FLEXON

LACOSTE



NINE WEST

SEE MORE BRANDS AT [VSP.COM/OFFERS](http://VSP.COM/OFFERS)

UP  
TO **40%**  
SAVINGS ON LENS  
ENHANCEMENTS



**Enroll today.**

Contact us: 800.877.7195 or [vsp.com](http://vsp.com)

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

**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](http://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 D

***Cigna Dental Benefit Summary  
Bridgeport, City & Board of Education  
City Employees Only  
Plan Renewal Date: 07/01/2023***



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.**

| <b>Cigna Dental PPO</b>   |   |                         |   |                         |
|---|---|-------------------------|---|-------------------------|
| <b>Network Options</b>  | <b>In-Network:<br/>Total Cigna DPPO Network</b> |                         | <b>Non-Network:<br/>See Non-Network Reimbursement</b> |                         |
| <b>Reimbursement Levels</b>   | Based on Contracted Fees                        |                         | Maximum Reimbursable Charge                           |                         |
| <b>Calendar Year Benefits Maximum</b><br>Applies to: Class I, II & III expenses   | \$1,000   |                         | \$1,000   |                         |
| <b>Calendar Year Deductible</b><br>Individual<br>Family   | \$25<br>\$75                                    |                         | \$25<br>\$75  |                         |
| <b>Benefit Highlights</b>   | <b>Plan Pays</b>                                | <b>You Pay</b>          | <b>Plan Pays</b>                                      | <b>You Pay</b>          |
| <b>Class I: Diagnostic &amp; Preventive</b><br>Oral Evaluations<br>Prophylaxis: routine cleanings<br>X-rays: routine<br>X-rays: non-routine<br>Fluoride Application<br>Sealants: per tooth<br>Space Maintainers: non-orthodontic<br>Emergency Care to Relieve Pain (Note: This service is administrated at the in network coinsurance level.) | 100%<br>No Deductible                           | No Charge               | 100%<br>No Deductible                                 | No Charge               |
| <b>Class II: Basic Restorative</b><br>Restorative: fillings<br>Endodontics: minor and major<br>Periodontics: minor and major<br>Oral Surgery: minor and major<br>Anesthesia: general and IV sedation<br>Repairs: bridges, crowns and inlays<br>Repairs: dentures<br>Denture Relines, Rebases and Adjustments                                  | 80%<br>After Deductible                         | 20%<br>After Deductible | 80%<br>After Deductible                               | 20%<br>After Deductible |
| <b>Class III: Major Restorative</b><br>Inlays and Onlays<br>Prosthesis Over Implant<br>Crowns: prefabricated stainless steel / resin<br>Crowns: permanent cast and porcelain<br>Bridges and Dentures  | 50%<br>After Deductible                         | 50%<br>After Deductible | 50%<br>After Deductible                               | 50%<br>After Deductible |

| <b>Benefit Plan Provisions:</b>          |   |
|--|---|
| <b>In-Network Reimbursement</b>          | For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.  |
| <b>Non-Network Reimbursement</b>         | 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.   |
| <b>Cross Accumulation</b>                | 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.  |
| <b>Calendar Year Benefits Maximum</b>    | The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.  |
| <b>Calendar Year Deductible</b>          | This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.  |
| <b>Carryover Provision</b>               | 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.  |
| <b>Pretreatment Review</b>               | Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.  |
| <b>Alternate Benefit Provision</b>       | 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.   |
| <b>Oral Health Integration Program*</b>  | 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.<br>For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to <a href="http://www.mycigna.com">www.mycigna.com</a> or call customer service 24/7 at 1-800-Cigna24. |
| <b>Timely Filing</b>                     | Out of network claims submitted to Cigna after 365 days from date of service will be denied.  |
| <b>Benefit Limitations:</b>              |   |
| 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.   |
| Crowns, Bridges, Dentures and Partial    | Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.   |
| Denture and Bridge Repairs               | Reviewed if more than once.   |
| Denture Relines, Rebases and Adjustments | Covered if more than 6 months after installation.   |
| Prosthesis Over Implant                  | Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.   |

**Benefit Exclusions:**

Covered Expenses will not include, and no payment will be made for the following:

- Procedures and services not included in the list of covered dental expenses;
- Diagnostic: cone beam imaging;
- Preventive Services: instruction for plaque control, oral hygiene and diet;
- Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;
- Periodontics: bite registrations; splinting;
- Prosthodontic: precision or semi-precision attachments;
- 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.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at [Health Insurance & Medical Forms for Customers | Cigna under Dental Forms](#).

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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**AGREEMENT**

between

**THE CITY OF BRIDGEPORT**

-and-

**BRIDGEPORT CITY ATTORNEYS UNION**

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

**JANUARY 1, 2023 to DECEMBER 31, 2026**

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## **AGREEMENT**

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

### **I. THE UNION AND UNION SECURITY**

#### **ARTICLE 1 - RECOGNITION**

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

#### **ARTICLE 2 - UNION SECURITY AND DUES DEDUCTION**

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

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

- 2.2** The City agrees to deduct from the pay of all employees covered by this Agreement, who individually and voluntarily authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the union. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by the law, Union dues for such deduction period shall be a deduction in the next pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall



have claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the date such deductions were or should have been made and delivered to the Union. It is also agreed that the obligations of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union. Upon delivery of a copy of a signed voluntary authorization, all such dues shall be automatically payroll deducted and remitted to the Union.

- 2.3** Deduction Period. The remittance to the Union for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.
- 2.4** The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

### **ARTICLE 3 - SUBCONTRACTING**

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

### **ARTICLE 4 - SENIORITY**

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

### **ARTICLE 5 - PROBATIONARY PERIOD**

- 5.1** All new employees shall serve a probationary period of six (6) months, and upon successful completion of this period they shall be classified as permanent employees. The probationary period may be extended by the City

an additional six (6) months upon approval of the Director of Labor Relations with written notice to the employee and the union. During probation the department head may terminate or otherwise discipline an employee. Such action may be contested by the grievance procedure through Step 2. This process shall be the sole and exclusive remedy and such action shall not be arbitrable.

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

#### **ARTICLE 6 - LAY-OFF AND RECALL**

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

force whether by lay-off, furlough, job elimination or funding elimination.

#### **ARTICLE 7 - UNION ACTIVITIES**

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

## **II. MANAGEMENT AND THE WORKPLACE**

#### **ARTICLE 8 - MANAGEMENT RIGHTS**

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

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

#### **ARTICLE 9 - HOURS OF WORK**

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

#### **ARTICLE 10 - DISCIPLINARY PROCEDURE**

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

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

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

#### **ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

**STEP 1** - The employee and the Union Representative shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee and the Union Representative to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working days.

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

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

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

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

#### **ARTICLE 12 - TRANSFERS**

- 12.1** Employees desiring to transfer to other jobs within the City shall submit an application in writing to their Department Head. The application shall state the reason for the requested transfer.

- 12.2** Employees requesting transfer or involuntarily transferred for reasons other than the elimination of their jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job effectively without further training.
- 12.3** Employees requesting transfers or involuntarily transferred because of elimination of their jobs or elimination of funding for their jobs shall be transferred to the same or any other job of an equal classification on the basis of seniority.

**ARTICLE 13 - AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 14 - DRUG AND ALCOHOL TESTING**

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

**III. MONETARY PAYMENTS**

**ARTICLE 15 - WAGES**

- 15.1** The salaries of all employees covered by this Agreement shall be in accordance with the plan shown as Appendix A. (attached)
- 15.2** Effective January 1, 2023, wages shall be increased by three percent (3%).
- 15.3** Effective January 1, 2024, wages shall be increased by two- and three-quarter percent (2.75%).
- 15.4** Effective January 1, 2025, wages shall be increased by two and six tenths percent (2.6 %).
- 15.5** Effective January 1, 2026, wages shall be increase by two- and one- half percent (2.5%).
- 15.6** In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate as applicable, whichever is appropriate in determining such benefits.

- 15.7 All employees on an annual salary shall be paid the wages of their classification based on fifty-two (52) weeks.
- 15.8 The City Attorney, with the approval of the Director of Labor Relations, will have discretion to determine the starting Step for any newly hired attorney based on the candidate's skills and abilities.
- 15.9 Effective September 30, 2014, all City Attorney's will have and maintain direct deposit for payroll purposes.

#### **ARTICLE 16 - PAYMENT OF TUITION**

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

#### **ARTICLE 17 - LONGEVITY**

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

#### **ARTICLE 18 - RETROACTIVE PAYMENTS**

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

### **IV. BENEFITS**

#### **ARTICLE 19 - INSURANCE**

- 19.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:
- a) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport

Board of Education Medical Plan.

- b) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, eighty percent (80%) is paid by the City and twenty percent (20%) is paid by the employee. The co-payment by the employee shall be five dollars (\$5.00) for generic drugs, ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs. Prescriptions shall be limited to a thirty (30) day supply at retail and a ninety (90) day supply at mail order. Mandatory mail order shall be required for maintenance drugs on the list maintained by the City's pharmacy benefits manager for refills of the prescription beyond the third or the co-payments and employee payment provided above shall double at retail (the "Prescription Drug Plan").
- c) The twenty-five dollar (\$25.00) deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
- d) The Vision Service Plan, or its equivalent, as outlined and attached (the "Vision Plan") as Appendix C

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

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

**19.3** Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s). For members who retire on or after 1/1/2018 and meet the eligibility requirements for retiree health benefits; the



retiree and their enrolled eligible spouse at the time of retirement who are provided with a Medicare supplement plan in place of the City's insurance plan; it is agreed that the premium cost share for this insurance coverage shall be based on the premium rate cost of the supplemental plan.

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

(a) Effective July 1, 2010 for purposes of this Article "retirees" shall mean employees who: (1) have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and retirees must accept Medicare Part B coverage if eligible and pay for the premium.

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

(c) Retirees must accept Medicare Part B coverage if eligible

**19.5** All members of the bargaining unit whose original date of hire is after December 31, 2014 will not be entitled to post-retirement health benefits. It is understood that all union members whose original date of hire is on or prior to December 31, 2014 shall be entitled to post-retirement health benefits if

they satisfy the eligibility requirements specified in this collective bargaining agreement. The Union and City agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: (*Mark Anastasi, Richard Kasack, Jr., John R. Mitola, and John Bohannon*).

- 19.6** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.
- 19.7** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan or Insurance as set forth in Section 19.1 or 19.1A and Section 19.2 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans or Insurance as specified in Section 19.1 or 19.1A and Section 19.2 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.
- 19.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 19.1 or 19.1A of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 19.1 or 19.1A of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 19.1 or 19.1A of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 19.1 or 19.1A of this Article and substitution may be proposed for any one or more of the specified coverages.
- 19.9** The City shall provide a payment in lieu of health benefits, for employees that waive such coverage, in the amount of five hundred (\$500) dollars per

year. Effective January 1, 2010 the amount will be increased to one thousand five hundred dollars (\$1,500.00). Effective January 1, 2011 the amount will be increased to two thousand dollars (\$2,000.00) and will be capped at two thousand dollars.

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

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

- 19.11** Effective July 1, 2009 all active employees shall contribute 12% of the Premium Cost as defined in this Section for the Medical Plan and Prescription Drug Plan. Effective January 1, 2010 the contribution shall increase to fifteen percent (15%) of the Premium Cost. Effective January 1, 2011 the contribution shall increase to eighteen percent (18%) of the Premium Cost. Effective January 1, 2012 all contributions shall increase to twenty-one percent (21%) of the Premium Cost. Effective January 1, 2013 all contributions shall increase to twenty-five percent (25%) of the Premium Cost. For purposes of this Section, and wherever applicable elsewhere in this Article, "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third-party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").

- (a) Members of the Union who were hired on or before June 30, 2010 or who were regular full-time employees on June 30, 2010 shall have their Premium Cost Share (PCS) contribution capped at twenty five percent (25%) for their health care insurance. This shall include benefits eligible City employees who became new members of the Union by virtue of an intra-City transfer. This 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage as defined in the Collective Bargaining Agreement and elect to receive City health benefits coverage at the time of their retirement. NOTE: The Union and City have agreed to list the names of these employees as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.

Members of the Union, who were hired after June 30, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule: current members shall start at 25% PCS contribution on July 1, 2023. There will be a one (1) percent increase each year on July 1<sup>st</sup> in accordance with the chart below for the PCS up to thirty-three and one third (33 1/3) percent. New members hired into the Union will begin at whatever percentage is in effect at the time the employee enters the Union.

|              |         |
|--------------|---------|
| July 1, 2023 | 25%     |
| July 1, 2024 | 26%     |
| July 1, 2025 | 27%     |
| July 1, 2026 | 28%     |
| July 1, 2027 | 29%     |
| July 1, 2028 | 30%     |
| July 1, 2029 | 31%     |
| July 1, 2030 | 32%     |
| July 1, 2031 | 33%     |
| July 1, 2032 | 33 1/3% |

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

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

Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.

**19.12 –**

- A)** The City may implement and maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for childcare from the gross income of the employee for tax purposes.
- B)** As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to

select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.

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

#### **ARTICLE 20 - PENSION PLAN**

- 20.1** All eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement Fund B, hereinafter referred to as CMERF Fund B.
- 20.2** Employee contributions to CMERF Fund B will be on a pre-tax basis subject to meeting the CMERF requirement that all City unions which are CMERF agreeing to have this done.

#### **ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- 21.1** The City recognizes that a wide range of problems not directly associated with ones' job function can have an undesirable effect on an employee's job performance. The City also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems. It is in the interest of the employee, the employee's family and the City to provide an employee with a service which deals with such persistent problems.
- 21.2** The EAP may establish, and therefore discontinue, and provide its services to all City employees and their immediate family members at no cost to employee or family.
- 21.3** The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.
- 21.4** Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employees problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.

- 21.5** No reference or record shall be made or stored in any Personnel, Payroll, Supervisor's, Civil Service Commission, or other file regarding an employee's need for, access to, or use of the EAP. All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission, Board or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.
- 21.6** To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

## **V. HOLIDAY AND LEAVES**

### **ARTICLE 22 - HOLIDAYS**

**22.1** The following days shall be paid holidays:

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

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

- 22.2** If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.
- 22.3** If any such holiday shall occur during the vacation of any employee, the employee shall receive an additional day's vacation in lieu thereof.
- 22.4** Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

### ARTICLE 23 - VACATIONS

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

election is made.

**ARTICLE 24 - SICK LEAVE**

- 24.1** Sick Leave Allowance - Sick Leave shall be earned by each employee of the bargaining unit, at the rate of twelve (12) days per year, which shall be allotted on January 1st, of each year.
- 24.2** Sick Leave Accumulation - Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- 24.3** A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive days from City service.
- 24.4** Sick leave accumulated at retirement or death or other separation from City service.
- (a) Upon retirement or other separation from City service, an active employee at the ratification of this agreement shall be credited for the period of time corresponding to the amount of the sick leave accumulated. For accumulated days held on June 30, 1992, the above stated credit shall be paid on a lump sum basis of eight-five (85%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of the retirement or separation date. For days accumulated after July 1, 1992, the credit shall be paid at the rate of fifty (50%) percent of all unused sick leave up to a limit of two hundred and fifteen (215) days. Employees hired after the ratification of this agreement can accumulate sick days to be saved, but will not be paid out at their separation from City employment.
- (b) On the death of the employee, the amount of sick leave time credited to the employee who is eligible to receive a payout shall be payable to his/her spouse, and/or children, or the estate of the employee.
- 24.5** Usage of accumulated sick leave shall be first from the then current year allotment, then from the days accumulated after July 1, 1992 and thereafter from the accumulated days held on June 30, 1992.
- 24.6** (a) The Department Head shall be responsible for the administration of these provisions, subject to the authority of the Mayor and the Director of



Personnel, when so authorized by the Mayor.

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

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

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

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

#### **ARTICLE 25 - PERSONAL LEAVE**

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

#### **ARTICLE 26 - BEREAVEMENT LEAVE**

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

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

#### **ARTICLE 27 - LEAVES OF ABSENCES**

**27.1** A Department Head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period of not to exceed one (1) year. No leave without pay shall be granted without a written request of the employee and guarantee by that employee that he/she will

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

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

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

#### **ARTICLE 28 - PREGNANCY LEAVE**

- 28.1** Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.
- 28.2** Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.
- 28.3** Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.
- 28.4** Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.
- 28.5** Parental leave, shall, upon written request to the Department Head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written

request is required for each six (6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 24. This leave shall be without pay.

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

#### **ARTICLE 29 - WORKERS' COMPENSATION**

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

- 29.6** When there is a disagreement between the City and the employee, the determination of the number of weeks the employee was necessarily absent from work by reason of a compensable injury shall be determined by the City's Director of Health or a Medical Doctor to whom such Director delegates his/her authority to make such a determination. If not settled, the grievance procedure set out in this contract may be used.

#### **ARTICLE 30 - JURY DUTY**

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

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

### **VI. MISCELLANEOUS**

#### **ARTICLE 31 - CIVIL SERVICE APPLICABILITY**

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

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

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

#### **ARTICLE 33 - NONDISCRIMINATION**

- 33.1** The provisions of this agreement shall be applied equally to all employees in

the bargaining unit without discrimination because of age, sex, disability, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any alleged violation of this Section of the Agreement may only be processed through the step II of the grievance procedure and no further.

#### **ARTICLE 34 - BULLETIN BOARDS**

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

#### **ARTICLE 35 - COPIES OF THE CONTRACT**

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

#### **ARTICLE 36 - SAVINGS CLAUSE**

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

#### **ARTICLE 37 - MISCELLANEOUS**

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

#### **ARTICLE 38 - PRIOR PRACTICE**

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

**ARTICLE 39 - DURATION**

**39.1** All provisions of this agreement shall be effective as of the first (1<sup>st</sup>) day of January 2023 and shall remain in full force and effect until the thirty-first (31<sup>st</sup>) day of December 2026. It shall be negotiated pursuant to the terms and conditions of M.E.R.A..

**ARTICLE 40 - CITY ATTORNEY**

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

Signed this Day of \_\_\_\_\_, 2023.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Joseph P. Ganim  
Mayor

\_\_\_\_\_  
John Mitola, Esquire

\_\_\_\_\_  
Domenic Costello  
Deputy Director of Labor Relations

**APPENDICES**

**APPENDIX A**

| Increase ->>       | 3.0%         | 2.75%        | 2.6%         | 2.5%         |
|--------------------|--------------|--------------|--------------|--------------|
| Effective date ->> | 1/1/2023     | 1/1/2024     | 1/1/2025     | 1/1/2026     |
| Step 1             | \$82,919.00  | \$85,199.00  | \$87,414.00  | \$89,599.00  |
| Step 2             | \$90,457.00  | \$92,945.00  | \$95,362.00  | \$97,746.00  |
| Step 3             | \$101,583.00 | \$104,377.00 | \$107,091.00 | \$109,768.00 |
| Step 4             | \$107,832.00 | \$110,797.00 | \$113,678.00 | \$116,520.00 |
| Step 5             | \$114,088.00 | \$117,225.00 | \$120,273.00 | \$123,280.00 |
| Step 6             | \$120,340.00 | \$123,649.00 | \$126,864.00 | \$130,036.00 |
| Step 7             | \$126,589.00 | \$130,070.00 | \$133,452.00 | \$136,788.00 |
| Step 8             | \$132,839.00 | \$136,492.00 | \$140,041.00 | \$143,542.00 |
| Step 9             | \$139,089.00 | \$142,914.00 | \$146,630.00 | \$150,296.00 |
| Step 10            | \$145,340.00 | \$149,337.00 | \$153,220.00 | \$157,051.00 |
| Step 11            | \$152,610.00 | \$156,807.00 | \$160,884.00 | \$164,906.00 |
| Step 12            | \$159,653.00 | \$164,043.00 | \$168,308.00 | \$172,516.00 |

## APPENDIX B

# CONNECTICUT PARTNERSHIP PLAN



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### *A Great Opportunity for Very Valuable Healthcare Coverage*

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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 Expanded Access 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 or visit [osc.ct.gov/ctpartner](https://osc.ct.gov/ctpartner).





| 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<br>Family: \$350 per member (\$1,400 maximum)<br><br><b>Waived for HEP-compliant members</b> | Individual: \$300<br>Family: \$900   |
| Coinsurance (the percentage of a covered expense you pay <b>after</b> 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<br>Family: 4,000   | Individual: \$2,300 (includes deductible)<br>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 <sup>1</sup><br>** 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)                        |

<sup>1</sup> IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside of your carrier's immediate service area: no co-pay.

<sup>1</sup> 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<br>(based on medical necessity)<br>Office Visit   | \$15 copay   | 20% of allowable UCR* charges   |
| Outpatient or Inpatient<br>Hospital Care  | \$0  | 20% of allowable UCR* charges   |
| **Inpatient Hospital Stay   | \$0  | 20% of allowable UCR* charges   |
| Mental Healthcare/Substance Abuse<br>Treatment<br>**Inpatient   | \$0  | 20% of allowable UCR* charges<br>(you may need to get prior<br>authorization)                                 |
| Outpatient  | \$15 copay   | 20% of allowable UCR* charges   |
| Nutritional Counseling<br>(Maximum of 3 visits per Covered<br>Person per Calendar Year)   | \$0  | 20% of allowable UCR*<br>charges  |
| **Outpatient Surgery  | \$0  | 20% of allowable UCR* charges   |
| **Physical/Occupational Therapy   | \$0  | 20% of allowable UCR* charges,<br>up to 60 inpatient days and<br>30 outpatient days per<br>condition per year |
| Foot Orthotics  | \$0 (your doctor may need<br>to get prior authorization)   | 20% of allowable UCR* charges<br>(you may need to get prior<br>authorization)                                 |
| Speech therapy: Covered for treatment<br>resulting from autism, stroke, tumor<br>removal, injury or congenital anomalies<br>of the oropharynx | \$0  | Deductible plus Coinsurance<br>(30 visits per Calendar Year)  |
| Medically necessary treatment<br>resulting from other causes is subject to<br>Prior Authorization   | \$0 (30 visits per Covered<br>Person per Calendar<br>Year) | Deductible plus Coinsurance<br>(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.

### *When you need information about your benefits...*

**CareCompass.CT.gov** is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at **carecompass.quantum-health.com**, or by clicking Sign In on the Care Compass home page
- To view forms, visit **CareCompass.CT.gov/forms**, or click the Forms button at the bottom of the Care Compass home page.

### *When you need benefits support...*

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

### *Earn incentives*

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward!

Visit **CareCompass.CT.gov/providersofdistinction** to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

Doctors, hospitals and provider groups that meet the highest patient care standards are designated "Providers of Distinction." Providers of Distinction members will coordinate your care throughout your entire treatment process, from evaluation through recovery. The best providers within this program are identified as Centers of Excellence.

To view a full list of procedures and incentives, visit **CareCompass.CT.gov/providersofdistinction/#incentives**. Note: The amount of the reward varies by procedure and location.

### *When you need to find the best provider or to find a location for a routine lab test...*

Visit **osc.ct.gov/ctpartner** then scroll to **Find Providers**.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or **use the Find Care tool**.

### *When you're injured...*

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at **CareCompass.CT.gov/orthopedics**.

### *Help Managing and Reversing Diabetes*

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

### *Help Preventing Diabetes*

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit **CareCompass.CT.gov/diabetes**.

| <b>Prescription Drugs</b>                    | <b>Maintenance*<br/>(31-to-90-day supply)</b> | <b>Non-Maintenance<br/>(up to 30-day supply)</b> | <b>HEP Chronic<br/>Conditions</b> |
|--|---|--|-----------------------------------|
| Generic (preferred/non-preferred)**          | \$5/\$10                                      | \$5/\$10   | \$0                               |
| Preferred/Listed Brand<br>Name Drugs         | \$25  | \$25   | \$5                               |
| Non-Preferred/Non-Listed<br>Brand Name Drugs | \$40  | \$40   | \$12.50                           |
| Annual Out-of-Pocket<br>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 [osc.ct.gov/ctpartner](http://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 [osc.ct.gov/ctpartner](http://osc.ct.gov/ctpartner)) and scroll down to Pharmacy under Benefit Summaries.)

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 2023 HEP Requirements:

| PREVENTIVE SCREENINGS                 | AGE        |                     |                     |                     |   |   |   |
|---------------------------------------|------------|---------------------|---------------------|---------------------|---|---|---|
|                                       | 0-5        | 6-17                | 18-24               | 25-29               | 30-39   | 40-49   | 50+   |
| Preventive Visit                      | 1 per year | 1 every other year  | Every 3 years       | Every 3 years       | Every 3 years   | Every 2 years   | Every year  |
| Vision Exam                           | N/A        | N/A                 | Every 7 years       | Every 7 years       | Every 7 years   | Every 4 years   | 50-64: Every 3 years<br>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 (Pap Smear) | N/A        | N/A                 | Every 3 years (21+) | Every 3 years       | Pap smear only every 3 years or Pap and HPV combo screening every 5 years | Pap smear only every 3 years or Pap and HPV combo screening every 5 years   | Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65 |
| Colorectal Cancer Screening†          | N/A        | N/A                 | N/A                 | N/A                 | N/A   | <b>UPDATED</b><br>40-44: N/A<br>45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years |   |

\* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer  
 \*\* Or as recommended by your physician  
 † NEW: colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services

For those with a chronic condition: The household must meet all preventive and chronic requirements to be compliant.

To check your Health Enhancement Program compliance status, visit [CareCompass.CT.gov](https://CareCompass.CT.gov), then sign in or register for your Quantum Health benefits portal. To view your status, click the My Health tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

### *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.*

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Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at [carecompass.quantum-health.com](http://carecompass.quantum-health.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
- Send a secure message to a Care Coordinator for benefits assistance
- *Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.*

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.

**CONNECTICUT  
PARTNERSHIP PLAN**



**YOUR BENEFIT RESOURCES**

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

[www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)

**860-702-3560**

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*General benefit questions, Medical, and Health Enhancement Program (HEP)*

**Quantum Health**

[CareCompass.CT.gov](http://CareCompass.CT.gov) or login to your benefits portal from Care Compass

**833-740-3258**

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*Prescription drug benefits*

**CVS Caremark**

[CareCompass.CT.gov/state/pharmacy](http://CareCompass.CT.gov/state/pharmacy) or login to your benefits portal from Care Compass

**1-800-318-2572**

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[REDACTED]

[REDACTED]

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[REDACTED]

# APPENDIX C



## 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](http://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](http://vsp.com) to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

### GET YOUR PERFECT PAIR

**EXTRA \$20** +

TO SPEND ON  
FEATURED FRAME BRANDS\*

bebe CALVIN KLEIN COLE HAAN FLEXON

LACOSTE



NINE WEST

SEE MORE BRANDS AT [VSP.COM/OFFERS](http://vsp.com/offers)

UP TO **40%**  
SAVINGS ON LENS  
ENHANCEMENTS



**Enroll today.**

Contact us: 800.877.7195 or [vsp.com](http://vsp.com)

Page 35 of 39



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

**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](http://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.

## APPENDIX D

**Cigna Dental Benefit Summary**  
**Bridgeport, City & Board of Education**  
**City Employees Only**  
**Plan Renewal Date: 07/01/2023**



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.**

| <b>Cigna Dental PPO</b>   |   |                         |   |                         |
|---|---|-------------------------|---|-------------------------|
| <i>Network Options</i>  | <i>In-Network:</i><br><b>Total Cigna DPPO Network</b> |                         | <i>Non-Network:</i><br><b>See Non-Network Reimbursement</b> |                         |
| <i>Reimbursement Levels</i>   | Based on Contracted Fees                              |                         | Maximum Reimbursable Charge                                 |                         |
| <b>Calendar Year Benefits Maximum</b><br>Applies to: Class I, II & III expenses   | \$1,000   |                         | \$1,000   |                         |
| <b>Calendar Year Deductible</b><br>Individual<br>Family   | \$25<br>\$75  |                         | \$25<br>\$75  |                         |
| <i>Benefit Highlights</i>   | <i>Plan Pays</i>                                      | <i>You Pay</i>          | <i>Plan Pays</i>  | <i>You Pay</i>          |
| <b>Class I: Diagnostic &amp; Preventive</b><br>Oral Evaluations<br>Prophylaxis: routine cleanings<br>X-rays: routine<br>X-rays: non-routine<br>Fluoride Application<br>Sealants: per tooth<br>Space Maintainers: non-orthodontic<br>Emergency Care to Relieve Pain (Note: This service is administrated at the in network coinsurance level.) | 100%<br>No Deductible                                 | No Charge               | 100%<br>No Deductible                                       | No Charge               |
| <b>Class II: Basic Restorative</b><br>Restorative: fillings<br>Endodontics: minor and major<br>Periodontics: minor and major<br>Oral Surgery: minor and major<br>Anesthesia: general and IV sedation<br>Repairs: bridges, crowns and inlays<br>Repairs: dentures<br>Denture Relines, Rebases and Adjustments                                  | 80%<br>After Deductible                               | 20%<br>After Deductible | 80%<br>After Deductible                                     | 20%<br>After Deductible |
| <b>Class III: Major Restorative</b><br>Inlays and Onlays<br>Prosthesis Over Implant<br>Crowns: prefabricated stainless steel / resin<br>Crowns: permanent cast and porcelain<br>Bridges and Dentures  | 50%<br>After Deductible                               | 50%<br>After Deductible | 50%<br>After Deductible                                     | 50%<br>After Deductible |

| <b>Benefit Plan Provisions:</b>                |   |
|--|---|
| <b><i>In-Network Reimbursement</i></b>         | For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.  |
| <b><i>Non-Network Reimbursement</i></b>        | 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.   |
| <b><i>Cross Accumulation</i></b>               | 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.  |
| <b><i>Calendar Year Benefits Maximum</i></b>   | The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.  |
| <b><i>Calendar Year Deductible</i></b>         | This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.  |
| <b><i>Carryover Provision</i></b>              | 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.  |
| <b><i>Pretreatment Review</i></b>              | Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.  |
| <b><i>Alternate Benefit Provision</i></b>      | 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.   |
| <b><i>Oral Health Integration Program*</i></b> | 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.<br>For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to <a href="http://www.mycigna.com">www.mycigna.com</a> or call customer service 24/7 at 1-800-Cigna24. |
| <b><i>Timely Filing</i></b>                    | Out of network claims submitted to Cigna after 365 days from date of service will be denied.  |
| <b>Benefit Limitations:</b>                    |   |
| 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.   |
| Crowns, Bridges, Dentures and Partials         | Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.   |
| Denture and Bridge Repairs                     | Reviewed if more than once.   |
| Denture Relines, Rebases and Adjustments       | Covered if more than 6 months after installation.   |
| Prosthesis Over Implant                        | Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.   |

**Benefit Exclusions:**

Covered Expenses will not include, and no payment will be made for the following:

- Procedures and services not included in the list of covered dental expenses;
- Diagnostic: cone beam imaging;
- Preventive Services: instruction for plaque control, oral hygiene and diet;
- Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;
- Periodontics: bite registrations; splinting;
- Prosthodontic: precision or semi-precision attachments;
- 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.

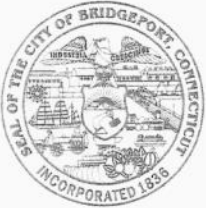
This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

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.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at [Health Insurance & Medical Forms for Customers | Cigna under Dental Forms](#).

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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OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

JOSEPH P. GANIM  
Mayor

**Comm. #92-22 Ref'd to Public Safety & Transportation Committee  
On 7/03/2023**

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim   
DATE: June 27, 2023  
RE: Boards & Commissions

---

Please place the following name on the July 3, 2023 City Council Agenda for referral to the Public Safety & Transportation Committee for the purpose of appointment to the **Fire Commission:**

Sarah Lewis (D)  
355 Remington St  
Bridgeport, CT 06610

This term shall expire on 12/31/2025.

JPG/AT



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

**Comm. #93-22 Ref'd to ECD&E Committee  
On 7/03/2023**

June 28, 2023

Office of the City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06605

Re: **Resolution to Authorize the Acquisition of Chronically Vacant & Blighted Properties per *The Hollow Neighborhood Revitalization Zone Plan***

Dear City Clerk:

Attached, please find a resolution that would authorize the City to acquire nine chronically vacant and blighted properties located on the Ostermoor Block within The Hollow, in accordance with the objectives of *The Hollow Neighborhood Revitalization Zone Plan*, as amended. This item is for referral to the Economic and Community Development and Environment Committee.

Sincerely,

Bill Coleman  
Deputy Director

c: Thomas F. Gill, Director  
Thomas Gaudett, Aide to Mayor Ganim  
Mark Anastasi, Esq. City Attorney  
Michael Jankovsky, Esq. Associate City Attorney

**A Resolution Authorizing the Acquisition of  
Chronically Vacant and Blighted Properties  
in accordance with  
The Hollow Neighborhood Revitalization Zone Plan as Amended.**

**WHEREAS**, per *Connecticut General Statute Chapter 118*, (the “**Statute**”), and as codified in the *City of Bridgeport Municipal Code of Ordinances, Chapter 8.78* (the “**Ordinance**”), *The Hollow Neighborhood Revitalization Zone* (the “**HNRZ**”) *Plan* (the “**Plan**”) first became effective May 16, 2005 and has been subsequently updated and amended, with the most recent amendment having been approved by the City Council (via Agenda Item #42-21, the “**Amended Plan**” – the excerpt of which is attached as “**Attachment A**”) on April 4, 2022;

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) of the Statute, the City’s Office of Planning and Economic Development (“**OPED**”) submitted the Amended Plan to the Secretary of Connecticut’s Office of Policy and Management for its review and then subsequently received constructive comment from the State of Connecticut’s Department of Energy and Environmental Protection and from its Department of Transportation and from its Office of Policy and Management via correspondence dated October 19, 2021;

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) and (d) of the Statute, the South End NRZ Planning Committee conducted a duly noticed public hearing on the Amended Plan at its meeting of October 25, 2021;

**WHEREAS**, the Hollow NRZ has voted to adopt the Amended Plan;

**WHEREAS**, Section 7-600 of the Statute establishes Neighborhood Revitalization Zones (“**NRZ**” or “**NRZ’s**”) in order “to revitalize neighborhoods where there is a significant number of deteriorated property and property that has been foreclosed, is abandoned, blighted, or substandard or poses a hazard to public safety”;

**WHEREAS**, Section 7-603 of the Statute provides the legislative finding that the acquisition of property because of substandard, insanitary or blighted conditions, and the removal of blighted structures and the improvements of such sites, and the subsequent disposition of such property for revitalization are public uses and purposes for which public money may be expended and the power of eminent domain may be exercised;

**WHEREAS**, the Hollow NRZ Plan has consistently stressed the need to address chronically vacant and blighted properties;

**WHEREAS**, the Hollow NRZ’s Amended Plan (see pages 31 and 37) as approved by the City Council on April 4, 2022, reaffirms the goal of addressing chronically vacant and blighted properties and establishes as an objective (toward that goal) the pursuit of the acquisition of such properties when it is the case that the property owner does not “have

the desire or the means to redevelop [the property]" in which case "eminent domain powers shall be strategically used";

**WHEREAS**, within the Hollow Neighborhood, located directly across Oak Street from Lafayette Park (aka Nanny Goat Park), and directly across Frank Street from St. Raphael's Elementary School, there exists an area of chronically vacant and blighted property which totals approximately 76,000 square feet (or 1.75 acres) in size, and which comprises almost the entirety of a city block, the vacant and blighted portion of which consists of nine contiguous parcels, which (together with ownership information) are as follows:

304 George Street (owned by Wood Oak Apartments LLC, since 2003)  
303 Center Street (owned by Wood Oak Apartments LLC, since 2003)  
307 Center Street (owned by 82 Oak Street LLC, since 2013)  
335 Frank Street; (owned by 82 Oak Street LLC, since 2013)  
329 Frank Street; (owned by 82 Oak Street LLC, since 2013)  
60 Oak Street; (owned by 82 Oak Street LLC, since 2013)  
74 Oak Street; (owned by 82 Oak Street LLC, since 2013)  
82 Oak Street; (owned by 82 Oak Street LLC, since 2013)  
92 Oak Street; (owned by 82 Oak Street LLC, since 2013);

(taken together, the "**Chronically Vacant and Blighted Properties**");

**WHEREAS** according to the Connecticut Secretary of State's records, the Chronically Vacant and Blighted Properties are under the ownership of two limited liability corporations with the same principal member, Mr. Albert Gad, and with the same principal business address at 12 East 49<sup>th</sup> Street, New York, NY, 10017 (the "**Owner**");

**WHEREAS**, the various buildings situated on the Chronically Vacant and Blighted Properties are themselves blighted, vacant and dilapidated, and have been for many years, with one (the Ostermoor Building at 304 George Street) having been vacant for close to two decades, such that it is quite reasonable to conclude that the Owner does not have the desire or the means to redevelop the Chronically Vacant and Blighted Properties;

**WHEREAS**, Section 7-601(b) of the Statute provides that an NRZ Plan "may contain an inventory of abandoned, foreclosed and deteriorated property ... located within the revitalization zone....";

**WHEREAS**, the inventory within the Amended Plan specifically includes five contiguous parcels -- (60,74,82,92 Oak Street, and 304 George Street) -- of the nine contiguous Chronically Vacant and Blighted Properties cited herein, and identifies as a strategy to remove their blighting influence and to combat their vacancy that the City shall acquire such properties in order to reposition them for redevelopment, a strategy which, given the common ownership and consistent history of indifference and inaction demonstrated by the Owner with respect to the Chronically Vacant and Blighted Properties, may only be pursued successfully via the City's acquisition of both the parcels



specifically noted within the Amended Plan as well as of those that are immediately adjacent and cited herein as the Chronically Vacant and Blighted Properties, with such contiguous and transformative acquisition clearly being the intent of the Amended Plan, consistent with the Statute;

**WHEREAS**, at its regular meeting of September 21, 2022, the City of Bridgeport's Board of Condemnation voted to condemn and to order the demolition of the Ostermoor building located at 304 George Street and similarly voted to condemn and to order the demolition of the blighted building located at 307 Center Street (the "**Demolition Order**");

**WHEREAS**, consistent with the Demolition Order approved by the Board of Condemnation and consistent with the Amended Plan previously approved by the City Council, and consistent with Section 7-603 of the Statute, the City Council hereby finds that the acquisition of the Chronically Vacant and Blighted Properties and the removal of the Ostermoor building, and the removal of the building at 307 Center Street, and the removal of other blighted buildings on the Chronically Vacant and Blighted Properties and the subsequent disposition of the Chronically Vacant and Blighted Properties for revitalization are all actions in the City's best interest and all represent public uses and purposes for which public money may be expended and the power of eminent domain exercised;

**WHEREAS**, the City Council has approved a Five-Year Capital Plan for Fiscal Years 2019-2023 that includes funding for duly authorized acquisitions of property as well as for the demolition of blighted structures;

**NOW THEREFORE BE IT RESOLVED** that as per the objectives of the Amended Plan, the City's Office of Planning and Economic Development is hereby authorized to gain development control over, and/or to acquire, the Chronically Vacant and Blighted Properties by lease, ground lease, donation, friendly acquisition, property swap, tax lien sale or tax lien swap, foreclosure of demolition liens, foreclosure of anti-blight liens, foreclosure of WPCA liens, tax foreclosure, deed in lieu of foreclosure, eminent domain, or by means of any other normal and customary real estate transaction or administrative action;

**BE IT FURTHER RESOLVED** that based upon the representations made herein, the Director of the City's Office of Planning and Economic Development is hereby authorized to execute all documents and to do any and all things necessary to negotiate and conclude the site control and/or acquisition activities herein authorized and to execute such other agreements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City, all as subject to the review and approval of the Office of the City Attorney.

ATTACHMENT A - Excerpts of Amendments of 04.04.2022

# The Hollow NRZ Plan

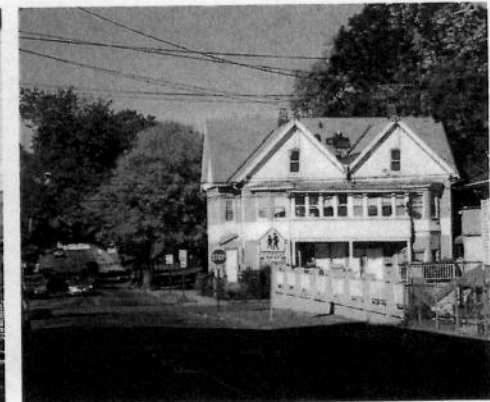
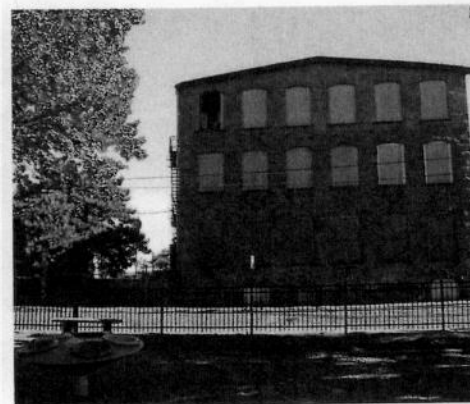
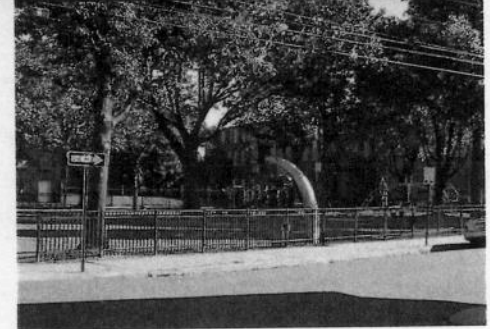
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Bridgeport, CT



*The  
Hollow*

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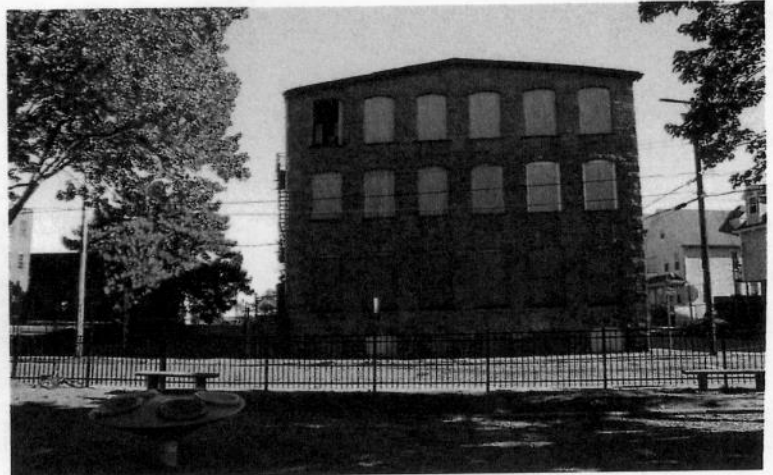


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## 5. Vacant and Underutilized Property

The consulting team conducted a survey of the neighborhood and identified 30 vacant and/or underutilized properties in the Hollow. Given the density of development, this is a large number and should be addressed as part of further planning work in the Hollow. Some can be used to alleviate part of the parking issue and others should be used to ensure vacant space is productively used.



There are a few significant underutilized buildings including the Ostermoor site across from Lafayette Park, also known as Nanny Goat Park.

All vacant and underutilized properties listed below should be performing at their highest and best use. Accomplishing this entails working with the property owners to communicate the NRZ vision; providing assistance in connecting the property owner with developers or entities which will purchase and/or develop the property in accordance with the NRZ Plan; or acquisition of properties by the City.

### Details of The Hollow's Vacant and Underutilized Properties

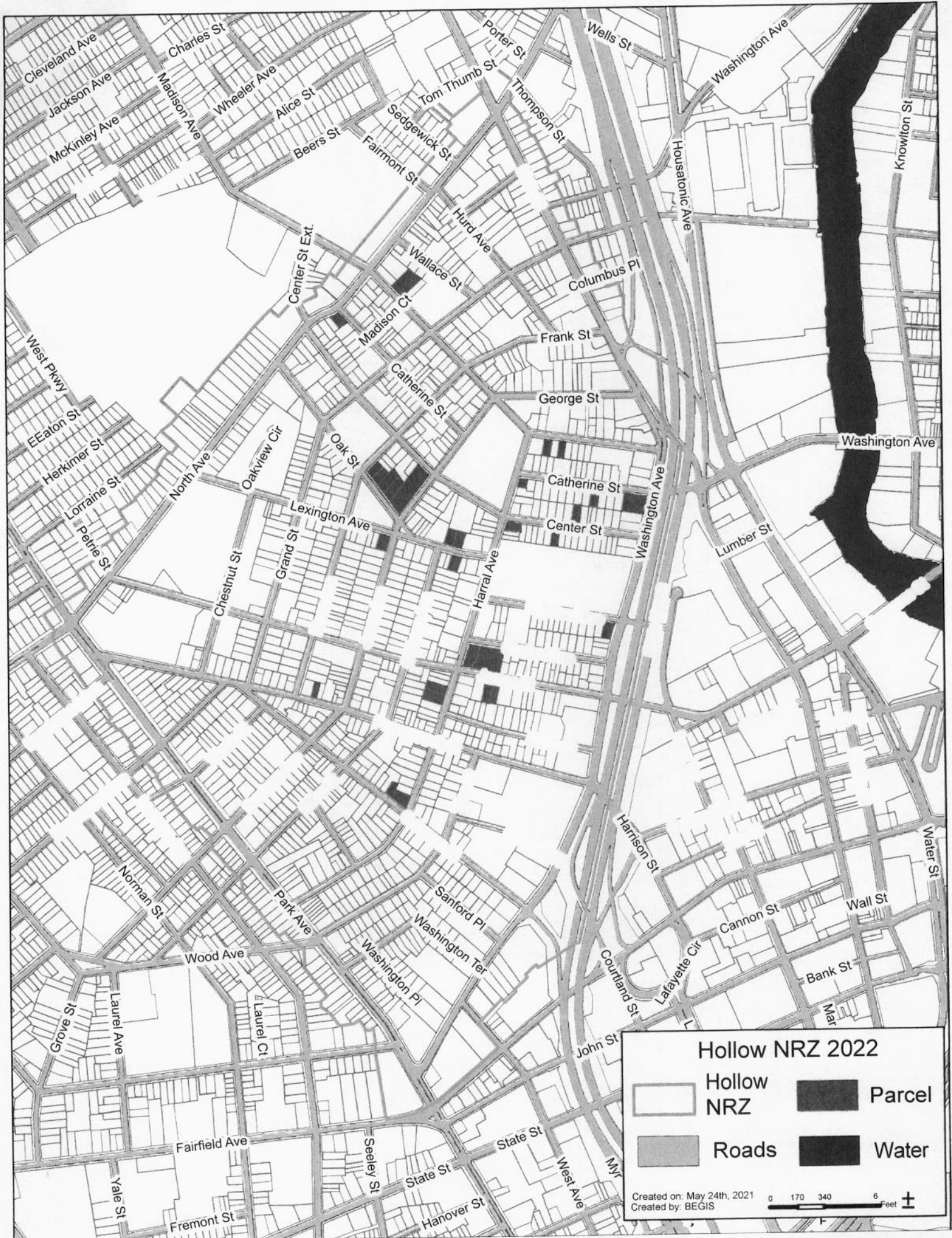
|   | ADDRESS            | UNIT  | PARCEL ID | OWNER OF RECORD                                      | OWNER'S ADDRESS                                     | COMMENTS   | SIZE (ACRES) |
|---|--------------------|-------|-----------|--|---|--|--------------|
| 1 | 394 Madison Avenue | #396  | 1003-2    | Pembroke Laundry & Cleaners                          | 396 Madison Ave,<br>Bridgeport, CT 06604            | Unoccupied commercial building                   | 0.26         |
| 2 | 1249 North Avenue  | #1255 | 1005-13A  | Pedreira Albertina                                   | 1265 North Ave,<br>Bridgeport, CT 06604             | Vacant area. Used as parking.                    | 0.14         |
| 3 | 82 Oak Street      | #86   | 1025-1    | 82 Oak Street LLC                                    | 592 Fifth Avenue,<br>New York, NY 10036             | Vacant area with vacant garage and outbuildings. | 0.11         |
| 4 | 4 Oak Street       | N/A   | 1025-2    | 82 Oak Street LLC c/o<br>CT Century Gardens LLC      | 12 East 49th Street, 39th Fl,<br>New York, NY 10017 | Unoccupied warehouse.                            | 0.2          |
| 5 | 60 Oak Street      | #64   | 1025-3    | 82 Oak Street LLC                                    | 592 Fifth Avenue,<br>New York, NY 10036             | Unoccupied outbuildings and land                 | 0.4          |
| 6 | 304 George Street  | N/A   | 1025-4    | Wood Oak Apartments LLC<br>c/o CT Century Garden LLC | 12 East 49th Street, 39th Fl,<br>New York, NY 10017 | Unoccupied warehouse                             | 0.67         |

(continued on next page)

## Details of The Hollow's Vacant and Underutilized Properties (continued)

|    | ADDRESS               | UNIT | PARCEL ID | OWNER OF RECORD                                | OWNER'S ADDRESS  | COMMENTS  | SIZE (ACRES) |
|----|-----------------------|------|-----------|--|--|---|--------------|
| 7  | 92 Oak Street         | #96  | 1025-11   | 82 Oak Street LLC                              | 592 Fifth Avenue,<br>New York, NY 10036                      | Vacant area   | 0.11         |
| 8  | 203 Jones Avenue      | #209 | 1027-27   | Esteves Maria Et Al                            | 203 Jones Ave,<br>Bridgeport, CT 06604                       | Lot area (near Lexington)<br>is underutilized and used for<br>Parking | 0.15         |
| 9  | 354 Pequonnock Street | #356 | 1028-7    | Alves Ricardo Et Al                            | 215 Country Hill Drive,<br>West Haven, CT 06516              | Vacant area used as parking lot                                       | 0.08         |
| 10 | 200 Coleman Street    | N/A  | 1034-7    | Park City Housing &<br>Development Corporation | Exempt Parcel N/A<br>Bridgeport, CT                          | Vacant area   | 0.1          |
| 11 | 191 Harral Avenue     | #197 | 1034-8    | Housing Authority of the<br>City of Bridgeport | 150 Highland Ave,<br>Bridgeport, CT 06604                    | Vacant area   | 0.16         |
| 12 | 323 Harral Avenue     | N/A  | 1037-14   | Housing Authority of the<br>City of Bridgeport | 150 Highland Ave,<br>Bridgeport, CT 06604                    | Vacant area enclosed by fence   | 0.21         |
| 13 | 339 Harral Avenue     | N/A  | 1037-15   | Pro Tech Homes LLC                             | 640 Shelton Rd,<br>Trumbull, CT 06611                        | Vacant area enclosed by fence   | 0.15         |
| 14 | 211 Lexington Avenue  | #213 | 1038-21   | Costa Antonio                                  | 189 Lexington Ave,<br>Bridgeport, CT 06604                   | Vacant area used as parking lot                                       | 0.08         |
| 15 | 217 Lexington Avenue  | #219 | 1038-22   | Costa Antonio                                  | 189 Lexington Ave,<br>Bridgeport, CT 06604                   | Vacant area used as parking lot                                       | 0.06         |
| 16 | 230 Lexington Avenue  | #236 | 1040-7    | Paniccia Maria                                 | 29 Essex Lane,<br>Trumbull, CT 06611                         | Vacant area used as contractor<br>yard                                | 0.11         |
| 17 | 222 Lexington Avenue  | N/A  | 1040-8A   | Paniccia Americo                               | 36 Essex Lane,<br>Trumbull, CT 06611                         | Garage and area used as<br>contractor yard                            | 0.16         |
| 18 | 115 Madison Avenue    | N/A  | 1045-20   | Criande Properties LLC                         | 179 William St,<br>Bridgeport, CT 06608                      | Vacant area used as contractor<br>parking                             | 0.09         |
| 19 | 135 Madison Avenue    | #141 | 1045-21B  | WCG12 LLC                                      | 97 Catherine St, 2 <sup>nd</sup> Fl,<br>Bridgeport, CT 06604 | Unoccupied 6-family building  | 0.11         |
| 20 | 207 Catherine Street  | N/A  | 1046-1    | Housing Authority of the<br>City of Bridgeport | 150 Highland Ave,<br>Bridgeport, CT 06604                    | Vacant area enclosed by fence   | 0.08         |
| 21 | 775 Washington Avenue | N/A  | 1046-14   | Oppedisano David                               | 26 Frost Hill Road,<br>Trumbull, CT 06611                    | Unoccupied warehouse building<br>with vacant area                     | 0.37         |
| 22 | 117 Catherine Street  | #119 | 1046-18   | Carrena Luis                                   | 24 Tuckahoe Road,<br>Easton, CT 06612                        | Vacant area used as parking lot                                       | 0.13         |
| 23 | 84 Center Street      | N/A  | 1046-7A   | Cabezas Washington                             | 1440 Madison Ave,<br>Bridgeport, CT 06606                    | Vacant area   | 0.13         |
| 24 | 552 Harral Avenue     | #560 | 1047-1    | Almonte Luis                                   | 1217 Iranistan Ave,<br>Bridgeport, CT 06604                  | Vacant area used as parking lot.<br>Former community garden           | 0.13         |
| 25 | 103 Center Street     | #105 | 1047-31   | Housing Authority of the<br>City of Bridgeport | 150 Highland Ave,<br>Bridgeport, CT 06604                    | Vacant area   | 0.11         |
| 26 | 621 Washington Avenue | N/A  | 1049-27   | NYCT Management LLC                            | 40 Southport Ridge,<br>Southport, CT 06890                   | Unoccupied commercial building  | 0.13         |
| 27 | 136 James Street      | N/A  | 1050-1    | Fraser II LLC                                  | 17 Twin Circle Drive,<br>Westport, CT 06880                  | Unoccupied industrial building  | 0.56         |
| 28 | 140 James Street      | N/A  | 1050-1A   | Fraser II LLC                                  | 17 Twin Circle Drive,<br>Westport, CT 06880                  | Vacant area   | 0.21         |
| 29 | 129 James Street      | N/A  | 1051-24   | Mejia Juan                                     | 43 Sherman Street,<br>Stamford, CT 06902                     | Vacant area used as parking lot                                       | 0.13         |
| 30 | 135 James Street      | #139 | 1051-25   | Mejia Juan                                     | 43 Sherman Street,<br>Stamford, CT 06902                     | Vacant area used as parking lot                                       | 0.16         |

# VACANT AND UNDERUTILIZED PROPERTY



3. **Summary of Development Issues, Constraints, and Opportunities**  
(contains info from the community workshop and walking tour)

**A. Public Safety**

Public safety is a common concern for residents, and seems to be centered around a small number of locations and groups of people.

**B. Walkability, Sidewalks and Traffic**

Many sidewalks are in states of disrepair, and there is a lack of street trees and landscaping throughout the Hollow. Damage to curbs often comes from shortages in parking, causing drivers to park on sidewalks.

**C. Sanitation**

There is a lack of trash cans throughout the neighborhood and no service to pick up litter. Litter is a consistent problem, often concentrated around businesses and restaurants, and blowing into vacant lots.

**D. Blight and Vacancies**

There are many vacant lots and buildings that present opportunities for redevelopment.

**E. Parking**

There are parking shortages in many areas of the Hollow, especially in more commercial sections.

**F. Lack of Community Identity**

Residents feel that there is a lack of community identity in the Hollow. This includes both physical geographic identity and community identity among residents. The large population of renters contributes to this, as these residents do not feel as connected to the neighborhood as home owners.

**G. Lack of Community Centers and Outdoor Space**

There are few community centers and spaces for outdoor recreation. Lafayette/Nanny Goat Park is the only public park, and is often crowded or unsuitable for activities. There is a community center just outside the Hollow, but the interstate presents a barrier to accessing it.

**H. Lack of Community Partners**

The NRZ does not have many community partners that are also invested in improving the neighborhood.

4. **Hollow NRZ Plan**

**A. Vision Statement**

The Hollow NRZ seeks to make their community a safer and more attractive place to live and raise a family.

## B. Plan Overview —Goals & Objectives

### **GOAL: Cleaner streets and neighborhood lots**

#### Objectives:

- Organize student and community clean up efforts
- Publicize the efforts and activities to cultural and community groups
- Request help from municipal services to enforce ordinances on trash
- Request police to take notice of littering and uncontained trash

### **GOAL: Improve parking within the community**

#### Objectives:

- Ask the City to confirm the conducted survey findings as part of the NRZ
- Use the parking study report to start discussion with residents and the city
- Petition the city to implement parking controls in The Hollow

### **GOAL: Improve streetscapes and gateways throughout The Hollow to build neighborhood identity**

#### Objectives:

- Establish signs and landscaping to indicate the entrances to The Hollow
- Establish “green teams” to care for public landscaping along various streets
- Seek funding from city and local businesses for streetscape improvements
- Reach out to community, religious, and city-wide non-profits for support

### **GOAL: Build Partnerships throughout the Neighborhood**

#### Objectives:

- Work more closely with police to increase safety and reduce crime
- Create partnerships with religious leaders and communities
- Create partnerships with non-profits and private businesses
- Create a communications plan to promote and educate the community

### **GOAL: Develop a program to address vacant and underutilized properties**

#### Objectives:

- Ask city to Refer below for new Goal or a consultant to inventory and analyze existing vacant and underutilized properties for potential reuse
- Coordinate NRZ meeting with City of Bridgeport, OPED to discuss what potential assistance that owners or future developers could receive in their efforts to bring a productive use to the neighborhood
- Work with building owners around Nanny Goat Park to find developers.

### **GOAL: Advocate with city for funding assistance to improve The Hollow**

#### Objectives:

- Seek housing rehabilitation assistance for existing housing stock
- Seek funding to assist in home ownership
- Seek funding assistance for facade improvements in commercial areas



## 1. Appendices

1. Community Survey
2. Parking Reference Documents

### **GOAL: Address chronically vacant or blighted properties**

#### Objectives:

- Collaborate with City in outreach to property owners, discussing the need for property (re)development.
- Connect property owners with competent developers.
- Pursue acquisition of parcels where the property owner does not have the desire or means to (re)develop. Eminent domain powers of the City shall be strategically used.



**A Resolution Authorizing the Acquisition of  
A Chronically Vacant and Blighted Property  
at 330 Myrtle Avenue in accordance with the  
South End Neighborhood Revitalization Zone Plan as Amended.**

**WHEREAS**, per *Connecticut General Statute Chapter 118*, (the “**Statute**”), and as codified in the *City of Bridgeport Municipal Code of Ordinances, Chapter 8.97* (the “**Ordinance**”), the *South End Neighborhood Revitalization Zone* (the “**SENZRZ**”) *Plan* (the “**Plan**”) was first duly adopted on June 7<sup>th</sup> of 2010 and has been subsequently updated and amended, with the most recent amendment having been approved by the City Council (via Agenda Item #43-21, the “**Amended Plan**” – see excerpt attached as **Attachment A**) on April 4, 2022;

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) of the Statute, via transmittal letter dated September 15, 2021, the City’s Office of Planning and Economic Development (“**OPED**”) submitted the Amended Plan to the Secretary of Connecticut’s Office of Policy and Management for its review and then subsequently received constructive comment from the State of Connecticut’s Department of Energy and Environmental Protection and from its Department of Transportation and from its Office of Policy and Management via correspondence dated October 20, 2021;

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) and (d) of the Statute, the South End NRZ Planning Committee conducted a duly noticed public hearing on the Amended Plan, and in accordance with its by-laws, voted to adopt the Amended Plan, at its meeting of November 11, 2021;

**WHEREAS**, Section 7-600 of the Statute establishes Neighborhood Revitalization Zones (“**NRZ**” or “**NRZ**’s”) in order “to revitalize neighborhoods where there is a significant number of deteriorated property and property that has been foreclosed, is abandoned, blighted, or substandard or poses a hazard to public safety”;

**WHEREAS**, Section 7-601(b) of the Statute provides that an NRZ Plan “may contain an inventory of abandoned, foreclosed and deteriorated property ... located within the revitalization zone....”;

**WHEREAS**, Section 7-603 of the Statute provides the legislative finding that the acquisition of property because of substandard, insanitary or blighted conditions, and the removal of blighted structures and the improvements of such sites, and the subsequent disposition of such property for revitalization are public uses and purposes for which public money may be expended and the power of eminent domain exercised;

**WHEREAS**, the South End NRZ Plan has consistently stressed the need to address chronically vacant and blighted properties;

**WHEREAS**, the South End NRZ's Amended Plan, as approved by the City Council on April 4, 2022, includes an updated inventory of chronically vacant and blighted properties and identifies such properties for acquisition by the City in order to reposition them for redevelopment;

**WHEREAS**, the approximately 2.34 acre property known as 330 Myrtle Avenue (the "**Property**"), which contains a building that is approximately 100,000 square-feet in size and 3.5 stories in height (the "**Building**"), has been identified in the Amended Plan as a chronically vacant and blighted property;

**WHEREAS**, the Building on the Property has been vacant, blighted, and boarded-up for over sixteen years, during which time the Property has been owned by the same ownership entity, *CT Century Gardens LLC* (the "**Owner**"), which according to the Connecticut Secretary of State's records lists Mr. Albert Gad as its principal member and lists its principal business address as 12 East 49<sup>th</sup> Street, New York, NY, 10017;

**WHEREAS**, at its regular meeting of October 19, 2022, the City of Bridgeport's Board of Condemnation voted to order the demolition of the Building on the Property (the "**Demolition Order**");

**WHEREAS**, consistent with the Demolition Order approved by the Board of Condemnation and consistent with the Amended Plan previously approved by the City Council, and consistent with Section 7-603 of the Statute, the City Council hereby finds that the acquisition of this blighted Property and the removal of the blighted Building and the subsequent disposition of the Property for revitalization are all actions in the City's best interest and all represent public uses and purposes for which public money may be expended and the power of eminent domain exercised;

**WHEREAS**, the City Council has approved a Five-Year Capital Plan for Fiscal Years 2019-2023 that includes funding for duly authorized acquisitions of property as well as for the demolition of blighted structures;

**NOW THEREFORE BE IT RESOLVED** that as per the objectives of the Amended Plan, the City's Office of Planning and Economic Development is hereby authorized to gain development control over, and/or to acquire, the Property by lease, ground lease, donation, friendly acquisition, property swap, tax lien sale or tax lien swap, foreclosure of demolition liens, foreclosure of anti-blight liens, foreclosure of WPCA liens, tax foreclosure, deed in lieu of foreclosure, eminent domain, or by means of any other normal and customary real estate transaction or administrative action;

**BE IT FURTHER RESOLVED** that based upon the representations made herein, the Director of the City's Office of Planning and Economic Development is hereby authorized to execute all documents and to do any and all things necessary to negotiate and conclude the site control and/or acquisition activities herein authorized and to execute such other agreements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City, all as subject to the review and approval of the Office of the City Attorney.

ATTACHMENT A

**South End  
Neighborhood Revitalization Zone  
Strategic Plan**

2014

Amendments of 04.04.2022 (EXCERPTS)



Prepared for the South End Neighborhood Revitalization Zone Committee by the City of Bridgeport, Office of Planning and Economic Development, Division of City Planning.



# Urban Village Character

## Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map**
2. **Partner with City Council Representatives, City Staff, UB Staff, private property owners and other Stakeholders to explore the feasibility of creating a rental rehabilitation program**
3. **Work with Stakeholders to establish an affordable housing policy**
4. **Work with Developers to match construction-related training and employment opportunities with area residents**
5. **Build strong, lasting relationships with corporate and institutional members in the South End, and explore ways to work together on:**
  - **Community fair/outreach events**
  - **“Adopt-a-Block” program**
  - **Neighborhood/street cleanups**
  - **Social/entertainment events**
  - **Farmers/Gardeners Market events**
  - **Other**
6. **Work with City Council Representatives, City Staff, Greater Bridgeport Transit, Bridgeport Public Library and other Stakeholders to identify a feasible community gathering space**
7. **Work with Stakeholders to identify resources to initiate a gateways and wayfinding planning and design process**
8. **Work with Stakeholders to initiate an urban**

beautification program. Key projects might include murals, sculptures and other public artworks, landscaping and community cleanup efforts

9. **Assist with Volunteer recruitment for urban beautification projects**
10. **Develop a South End property improvement award program**
11. **Work with City to address chronically vacant or blighted properties**

## Planning District Strategies

Considering existing land use characteristics, the South End NRZ can be organized into six neighborhood planning districts. These generalized areas are meant to help communicate the overall vision for the neighborhood, not to prescribe property-specific strategies or recommendations. The six districts are:

### Neighborhood Residential

These areas are almost exclusively residential, and will remain so. The primary design objective in Neighborhood Residential districts is to preserve and enhance the existing housing stock and require infill development to be of high-quality design and construction that is compatible with surrounding structures. Non-residential land uses will be limited.

### Neighborhood Center

Strategically located and comprised of a number of underutilized properties, these areas will transition into high-activity residential, commercial and civic mixed-use centers with a focus on pedestrian and bicycling facilities.

## Urban Corridor

State St. is a high-volume transportation corridor that connects the Black Rock, West Side/West End and South End neighborhoods with Downtown. This area provides an opportunity for larger mixed-uses with a focus on multi-modal transportation facilities.

## Institutional Campus

The University of Bridgeport continues to implement its Master Plan and improve its facilities, and a new Roosevelt Elementary School campus is under construction. These areas will not experience private redevelopment, but do need to be successfully incorporated into the neighborhood fabric.

## Eco-Industrial

Bridgeport’s industrial waterfront continues to evolve. These areas will adapt to become communities capable of supporting technological innovation and 21st century light manufacturing with a focus on sustainability and access.

## Regional Recreation & Entertainment

These areas welcome large amounts of visitors from throughout the City and Region, and are sources of considerable pride. They will not be redeveloped, but will become more attractive gateways into the neighborhood.

still home to abandoned factory buildings and continues to have a negative impact on the surrounding properties.

Redeveloping 330 Myrtle with market-rate residential and ground floor retail mixed-use will build upon the success of Lofts on Lafayette, facilitate population growth, and positively influence neighboring property values. Built high enough, this building or buildings would enjoy terrific views and considering the surrounding land uses—mainly surface parking lots to the north and south and medium-to high-density residential to the east and west—it likely could be with minimal impact.

Said parking lots and other underperforming uses along Myrtle Ave., Austin St., Warren St. Gregory St. and Lafayette St. should similarly be redeveloped into high-activity mixed-uses with a focus on high-quality residential units above attractive ground-floor retail/commercial uses.

## Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map which:**
  - Allow residential/commercial mixed-use development, as-of-right
  - Permit residential/artist studio/light manufacturing mixed-use development, via special permit
  - Encourage ground-floor design and uses which engage sidewalk, bike lane and street users

- Encourage and facilitate significant population and new business growth
- Minimize curb-cuts and driveways
- Prohibit off-street parking facilities within front and side setbacks
- Facilitate a range of buildings heights, with minimums and maximums
- Encourage outdoor dining in strategic locations
- Encourage and support urban agriculture in strategic locations
  - Acquire chronically vacant or blighted properties for redevelopment

## Urban Corridor

The Urban Corridor district is comprised of the properties fronting along State St., a major State-owned corridor running from the Town of Fairfield into Downtown Bridgeport. The corridor is anchored by the United Congregational Church and YMCA uses at the intersection of Park Ave., but most of the remaining uses are abandoned or in poor condition and vacant lots are prevalent. This area represents an opportunity to develop a high-activity mixed-use corridor more focused on commercial uses than others in the South End.

Development standards within the Urban Corridor should allow for medium-height (two-to six-story) mixed-use buildings, as-of-right with taller buildings allowed via special permit. Vehicular access should only be permitted from side streets. Off-street parking facilities should be permitted, but designed to not be visible from State St. Adequate buffering with screening and landscaping shall be required between these uses and adjacent residential uses.

The Street is very wide with two one-way directional traffic lanes and two parking lanes. Traffic volume and travel speeds are high and accidents are common. Although the sidewalks are wide, they are in poor condition. The streetscape is void of street trees and has inadequate lighting. State St. is unsafe for bicyclists and pedestrians, especially at night.

Bump-outs and clearly marked crosswalks will shorten crossing distances and improve pedestrian safety. Street trees and landscaping will improve the urban environment and alter the scale of the street for both drivers and pedestrians, making it more attractive and safer. State St. is a candidate to be converted to two-way directional flow and the City of Bridgeport aims to study the feasibility of doing so. Six Greater Bridgeport Transit bus routes run along State St. Improving bus stops along these routes with well-designed weather-protective facilities would serve dual purposes of distinguishing the corridor and increasing the attractiveness of bus transit.

## Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map which:**
  - Allow residential/commercial mixed-uses, as-of-right
  - Encourage and facilitate sensible population growth
  - Ensure pedestrian and bicycling safety and encourage healthy activity
  - Do not allow curb-cuts, driveways or off-street parking facilities along State St.
  - Allow off-street parking facilities, and re-



## Address Chronically Vacant or Blighted Properties

sidewalks, streets, bike-ped facilities and tree plantings. Tree plantings will have a particularly dramatic impact over time. The Iranistan Ave./Gregory St. and Broad St./University Ave. intersections are prime locations for welcoming visitors through the neighborhood and into Seaside Park.

Several properties in the South End are vacant or blighted and have been in this condition for many years. This is often the result of property owners who live elsewhere and are landbanking the sites. Efforts need to be taken to put these properties into productive use so that they enhance, rather than detract from, quality of life for area residents.

Beautification measures such as decorative landscaping, signage and lighting will emphasize their natural gateway roles. Thinking a little bigger, placing a new landmark such as a significantly scaled monument, statue or sculpture at these locations would firmly establish them as memorable gateways.

A first step would be to contact the property owner for a discussion about the NRZ goals and assess whether the owner has the desire or ability to turn the property around. If the property owner does not have the desire or means to improve the property then acquisition should be pursued.

## Key Recommendations

Property acquisition should be strategic, only pursued when a site specific redevelopment strategy has been identified. If the property owner is unwilling to sell, or demands a price which is significantly higher than appraised value, the City could use its powers of eminent domain. In such cases the City must engage the NRZ in the creation and final approval of a redevelopment strategy, and selection of a developer.

1. **Work with City of Bridgeport, Parks and Recreation and other Stakeholders to implement the Seaside Park Master Plan**
2. **Work with City of Bridgeport and Harbor Yard and Arena Stakeholders to stimulate landscaping and other urban beautification initiatives**
3. **Work with City of Bridgeport and other Stakeholders to identify signage and lighting needs in these areas**
4. **Assist with Volunteer recruitment for associated projects**

Properties which are chronically vacant or blighted include:

- 526-528 Atlantic Street (blighted)
- 914 Atlantic Street (vacant lot)
- 83 & 95 Garden Street (vacant lots)
- 434 Gregory Street (blighted)
- 181-183 Hanover Street (vacant lot)
- 109-111 Johnson Street (blighted)
- 330 Myrtle Street (blighted)
- 33 Rennell Court (blighted)
- 81 Ridge Avenue (blighted)
- 61 Lewis Street (blighted)

# Implementation Strategy

### Urban Village Character

#### Immediate (Less than 3 Years)

| Proj. No. | Project   | What is the South End NRZ's primary role in this project? | Who are the potential Partners for implementing this project?   | Where will the funding come from?          | Page No. | Priority |
|-----------|---|---|---|--|----------|----------|
| UVC-01    | Promote Use of BConnected Platform for Urban Village Improvements   | Lead neighborhood-wide promotional efforts.               | City of Bridgeport Departments, South End Stakeholders  | Local public and private sources           |          |          |
| UVC-02    | Develop Civic Partnerships  | Lead efforts.   | South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders                                 | Local public and private sources           | 67, 69   |          |
| UVC-03    | Initiate Urban Beautification Program                               | Work with City of Bridgeport to determine role            | City of Bridgeport Departments, Stakeholders  | State and local public and private sources | 67-69    |          |
| UVC-04    | Conduct Volunteer Recruitment for Urban Village Character Projects  | Lead, as necessary.                                       | City of Bridgeport Departments, Stakeholders  | N/A  | 67, 69   |          |
| UVC-05    | Develop Property Improvement Award Program                          | Lead efforts.   | City of Bridgeport Departments, South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders | Local public and private sources           | 67, 69   |          |
| UVC-06    | Participate in UB Campus Master Planning Process                    | Support and participate in planning process.              | University of Bridgeport  | N/A  | 76       |          |
| UVC-07    | Identify State St. Improvements                                     | Lobby and support.  | City of Bridgeport, CT DOT, Greater Bridgeport Regional Council   | Federal, State and local sources           | 75, 76   |          |
| UVC-08    | Conduct Comprehensive and Ongoing Zoning Ordinance & Map Amendments | Support and participate in planning process.              | City of Bridgeport, Office of Planning & Economic Development, Stakeholders   | Federal, State and local sources           | 63-78    |          |

| Proj. No. | Project   | What is the South End NRZ's primary role in this project? | Who are the potential Partners for implementing this project?   | Where will the funding come from?                   | Page No. | Priority |
|-----------|---|---|---|---|----------|----------|
| UVC-10    | Promote Roosevelt School Streetscape Improvements   | Support.  | City of Bridgeport, CT DOT, Greater Bridgeport Regional Council | Federal, State and local sources                    | 76       |          |
| UVC-11    | Assist with UB Campus – Area Improvements           | Work with University of Bridgeport to determine role.     | University of Bridgeport, City of Bridgeport Departments        | University of Bridgeport, Local and State sources   | 76       |          |
| UVC-12    | Assist with Seaside Park Master Plan Implementation | Work with Bridgeport Parks Department to determine role.  | City of Bridgeport Parks & Recreation Department, Stakeholders  | Federal, State and local public and private sources | 77, 78   |          |

UVC-14 Address vacant, blighted or underutilized properties. Identify properties and support. City of Bridgeport, targeted property owners, developers Local sources. 79

Short-term (3-6 Years)

| Proj. No. | Project                              | What is the South End NRZ's primary role in this project? | Who are the potential Partners for implementing this project?   | Where will the funding come from? | Page No. | Priority |
|-----------|--------------------------------------|---|---|-----------------------------------|----------|----------|
| UVC-13    | Develop an Affordable Housing Policy | Support and participate in planning process.              | City of Bridgeport, South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders | Federal, State and local sources  | 64, 69   |          |



CITY OF BRIDGEPORT, CONNECTICUT  
**OFFICE OF LABOR RELATIONS**

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

EROLL V. SKYERS  
Attorney

JOSEPH P. GANIM  
Mayor

June 29, 2023

RECEIVED  
CITY CLERKS OFFICE  
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ATTEST  
CITY CLERK

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

**RE: AFSCME Council 4, Bridgeport Police, Local 1159 Tentative Agreement**

Dear Honorable Council Members:

The City of Bridgeport and the Bridgeport Police Local 1159 have reached an agreement regarding their bargaining unit contract. Attached for your review is a copy of the signed tentative agreement as well as a red-lined copy of the collective bargaining agreement which shows all additions, (underlined text) and deletions (strike throughs). Also, attached is the financial impact analysis provided by the Office of Policy and Management as required by City Council Resolution: "(g) financial impact analysis – to include reasonable estimates as to all expenditure and revenue effects of the reference if approved as requested..." is not included in this packet as the Office of Policy Management is closing out the fiscal year, but we expect it will be provided to all members prior to the Contracts Committee meeting on July 11, 2023. This agreement is subject to ratification by the union membership and approval by the City Council.

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

1. [The agreement] shall be submitted by the bargaining representative of the municipality within fourteen days of the date on which such agreement is reached to the legislative body which may approve or reject as a whole ... This agreement was signed on **June 29, 2023**.
2. Such request [to approve the agreement] shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submissions to said body. Based on this language, if the City Council does not either accept or reject the agreement by **August 12, 2023**, the agreement will be considered approved by operation of law.

**Please note:** The statutory time limit for the City Council's action is rigid and cannot be altered or waived. This is brought to the Council's attention in case a special meeting or agenda modification is necessary to protect the City Council's right to approve or reject this agreement. The next scheduled meeting of the full City Council is **Monday July 3, 2023**, and the next scheduled meeting of the Contracts Committee is **Tuesday July 11, 2023**.

Sincerely,

Domenic Costello  
Deputy Director of Labor Relations

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

**TENTATIVE AGREEMENT**

**Between**

**THE CITY OF BRIDGEPORT**

**and**

**BRIDGEPORT POLICE LOCAL #1159 AND**

**COUNCIL #4 AFSCME, AFL-CIO**

**July 1, 2021 to June 30, 2026**

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## **PREAMBLE**

The following agreement, by and between the City of Bridgeport, hereinafter referred to as the "City" and Bridgeport Police Local #1159 and Council #4, AFSCME, 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 agreement, in order that more efficient and progressive public service may be rendered.

(NOTE: The words he, him, his or himself will be used throughout this agreement to refer to both males and females, thereby avoiding phrasing which might be considered "sexist". The use of such terminology is in no way intended to imply masculine gender exclusively.)

## **SECTION I – THE UNION AND UNION SECURITY**

### **ARTICLE 1**

#### **RECOGNITION**

**Section 1.1** - The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory employees, including Police Officers, Detectives, Sergeants, Lieutenants and Captains, but excluding the Chief of Police, the Assistant Chief, and Deputy Chiefs, employed by the City of Bridgeport, in the Police Department for the purposes of establishing wages, hours, and other conditions of employment. Deputy Chief Baraja, shall remain in the Union until the end of his employment. The City shall have sole and complete discretion regarding the filling/replacement of these two Deputy Chief positions and the manner utilized by the City.

**Section 1.2** – The Assistant Chief position shall be out of the Union when created by the City.

### **ARTICLE 2**

#### **PAYROLL DEDUCTION OF UNION DUES, FEES AND ASSESSMENTS**

**Section 2.1** - Upon receipt of an employee's signed authorization to deduct membership dues or voluntary fees, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the Employer is notified in writing, by the

union, that the employee is no longer a member. The Union reserves the right to modify and/or replace the deduction authorization form. The City shall weekly deduct and remit contributions to the Federal Credit Union. Deductions for the Federal Credit Union shall not be made from any employee's wages except when authorized by the employee on an appropriate form, a signed copy of which must be submitted to the City. The City agrees, upon the signing of this agreement, subject to computer availability, to deduct weekly from each employee's wages, when authorized by said employee on an appropriate form, an amount specified by said employee, and remitted to the chairmen of the Committee on Political Education (C.O.P.E.). Such contribution shall be for the life of the agreement and shall continue thereafter if an agreement exists between the City and the Union.

The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union.

**Section 2.2** - The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

### ARTICLE 3

#### **PROBATIONARY PERIOD**

**Section 3.1** - Any newly hired employee who is certified at the time of hire shall serve a probationary period of one (1) year from the date of hire. Any newly hired employee who is not certified at the time of hire shall serve a probationary period from the date of hire to four (4) months after completion of field training. If the City notifies an employee prior to the end of his probationary period that he is to be discharged/terminated, the probationary period shall be extended until a final decision of the Civil Service

Commission.

**Section 3.2** - A probationary employee's status shall not be considered so as to confer any rights or privileges covered by this Agreement, other than Salary under the Salary Plan and health benefits, until such employee has successfully completed certification as required by Statute. Until said successful certification completion, the City solely shall determine such employee's hours, conditions of employment and economic benefits other than Salary and health benefits.

**Section 3.3** - During the probationary period, the employee shall have all rights and privileges as set forth in Section 2 above, except any probationary employee may be discharged/terminated and shall have no recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall be measured from date of hire.

**Section 3.4** - During the probationary period, a probationary employee shall not work any department or outside overtime, except on an emergency basis.

#### ARTICLE 4

##### **EMPLOYEES TO RECEIVE COPIES OF THIS AGREEMENT**

**Section 4.1** - Within ninety (90) days of implementation of this agreement by the City Council, or implementation by Statute, the City shall give each employee a copy of this agreement. Newly hired employees shall receive a copy of the agreement at time of hire or within ninety (90) days thereafter.

#### ARTICLE 5

##### **BULLETIN BOARDS**

**Section 5.1** - The Union shall be granted use of the bulletin boards, located throughout the Police Department, in the different divisions, for the posting of notices concerning Union business and activities. They shall have permission to install a reasonably sized bulletin board in the Patrol Recreation Room, the Patrol Division line-up room, Communications Center and Detective Bureau and all precincts, at Union expense, for the exclusive use of the Union.

#### ARTICLE 6

## UNION BUSINESS LEAVE

**Section 6.1** - The five (5) members of the Union negotiating 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 an agreement, when such meetings take place that day during which members are scheduled to be on duty.

**Section 6.2** - The five (5) members of the Union Grievance Committee shall be granted leave from duty, with full pay, in order to attend grievance and arbitration meetings or hearings as well as hearings or meetings concerned with prohibited practice complaints when such meetings or hearings take place that day during which members are scheduled to be on duty.

**Section 6.3** - 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, educational conferences, law enforcement, or labor meetings, provided however, that the total leave permitted by this section shall not exceed forty-five (45) days in even numbered years and twenty (20) days in odd numbered years of any given year, which are covered by overtime work for each agreement year during the term of this agreement. For the purpose of this Section, the terms "AGREEMENT YEAR" shall mean the period from July 1 to June 30 of any given year.

**Section 6.4** - The President, Vice President, Secretary, Treasurer and the six (6) elected members of the Executive Board, shall be granted leave from duty, with full pay, for all regular monthly meetings of the Union and any special meetings, not to exceed three (3) hours, when such meetings are scheduled to be held and these members are on duty, provided a minimum of four (4) hours' notice is given the department prior to the start of such member's tour of duty.

## **ARTICLE 7**

### **SENIORITY**

**Section 7.1** - Departmental seniority shall mean the total length of continuous service with the City in the Police Department. Rank seniority shall mean the total length of service of an employee as a permanent appointee to a rank. No employee shall acquire rank seniority in any rank for a period that he serves in such rank in an acting capacity. During any such temporary service, he shall continue to accrue rank

seniority in his permanent rank.

In accordance with the grievance arbitration award in Case No. 8485-A-728-731, provisional appointments within the Police Department shall be made on the basis of seniority in accordance with this Article; provided, however, if there is an existing promotional list in dispute for the applicable classification, then provisional appointments shall be made from that list in rank order. It is understood that in the event there are insufficient numbers of employees from a list in dispute who are willing or available to fill the required number of vacancies, the remaining vacancies shall be filled by seniority. If an employee accepts a provisional appointment, there will be no guarantee that the employee will return to his/her prior assignment and/or shift. Upon completion of the provisional assignment, seniority shall prevail as to the employee's next shift assignment; however, there shall be no bumping. This provision shall not override any state or federal law or court order, decree or ruling.

This section shall be effective upon implementation of the arbitration award in Case No. 8788-MBA-90.

**Section 7.2** - If more than one appointment is made in any one day, the seniority of such appointee shall be in the order of their appointment from the eligibility list. Both departmental and rank seniority shall accrue during periods of authorized leave and such authorized leave time shall not be deemed a break in the continuous service of such employee with the City.

**Section 7.3** - In the event that any employee is reinstated after a resignation, his time out of the City's employ shall be deducted in computing his vacation eligibility and his seniority, provided however that such time lost shall not be considered as an interruption of his 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 he will be permitted to take a vacation.

**Section 7.4** - Every January 1, a seniority list will be posted on all Union Bulletin Boards.

**Section 7.5** -

(A) Notwithstanding any other language contained in this Agreement the Chief has the power to remove employees in any specialized unit, except the K-9 Unit, for any reason if the employee has served for three (3) or more years in said assignment, or for any just cause if the employee has not served three (3) years.

In addition, K-9 Unit employees shall be removed from said assignment for one (1) year following the life of the canine. Notwithstanding any other language contained in this Agreement current members up to and including the rank of Lieutenant in all specialized units except Department Clerk, Chief's Aide, Assistant Chief's Aide, Office of Internal Affairs, SWAT team, Scuba team, Patrol, and Detectives shall be phased out. The phase out shall occur as follows: on January 1, 2016, two-thirds (2/3) of the employees in each covered unit shall be phased out at the Chief's selection, without regard to seniority; on January 1, 2017, one-third (1/3) of the employees in each covered unit shall be phased out at the Chief's selection, without regard to seniority. Employees who have not attained three (3) years in their assignment as of the time of the movement delineated in this paragraph will not be affected by said movement until they have completed three (3) years of service in their respective assignment. Employees in the specialized units which are not excluded in this paragraph must be removed and replaced after five (5) years to be measured beginning January 1, 2016. If no qualified employees bid for said assignment, then the employee in the specialized unit is permitted to stay in such unit for one (1) year with a rebid after one (1) year. This rebid process shall be repeated annually until a qualified bid is obtained. In order to qualify for a specialized unit position, an applicant must have completed at least two (2) years of service in the Bridgeport Police Department after probation.

If specialized training is offered related to any of the specialized units covered by the phase-out terms set forth above, and in the event that three (3) or more employees are being offered said training, one (1) of the three (3) shall be selected on the basis of seniority. The ratio must be three (3) to one (1) in order for the selection to be based on seniority. Thus, if six (6) are offered said training, two (2) will be selected on the basis of seniority, provided that the individual(s) shall not be selected if they have a poor attendance or disciplinary record within the immediate prior five (5) year period.

Employees who wish to apply for a position within a specialized unit shall first submit a letter of interest to the Deputy Chief responsible for said unit. Thereafter, candidates shall be interviewed by a panel consisting of the Union President, the Commander of the Specialized Unit, and the Deputy Chief with responsibility for the Specialized Unit. The interview criteria is comprised of performance, attendance,

ability, special qualifications, discipline within the immediate prior five (5) year period, military experience, education, and training. In terms of assessing education, four (4) years of police experience is equivalent to one (1) year of college; this rule shall remain in effect until January 1, 2024. If candidates are equally qualified, seniority shall govern.

The panel shall submit the top three (3) candidates to the Chief for selection which shall be in the Chief's sole discretion. In the event that two (2) or more positions are being filled, the panel shall submit one (1) or more additional candidates beyond the top three (3). For example, if two (2) positions are being filled, the panel shall submit the top four (4) candidates and the Chief shall choose two (2) from the four (4) in his sole discretion.

Annual employee evaluations shall be conducted on the anniversary of an employee's employment beginning January 1, 2015. Five different categories shall be applied for rating level of performance (i.e., Excellent to Poor).

**(B)** The divisions for which Police Officers on active duty may bid on a seniority basis are Patrol and Detective.

**(C)** The Captains and Deputy Chiefs will be assigned by the Chief of Police subject the needs of the Department.

**(D)** The Chief of Police may assign officers to the Auxiliary Service Division and he may make other assignments he deems necessary subject to the needs of the department, however, no such assignments shall be made to circumvent the bidding procedure of this Article.

**(E)** Bids for said vacancy shall be posted on all Departmental Bulletin Boards for a minimum of five (5) working days, and will be read off to all Departmental line-ups for five (5) consecutive working days. Once the bidding vacancy is filled, the list will expire.

**(F)** Active duty is defined to exclude employees on extended sick leave, extended injury leave and/or leave of absence.

**Section 7.6** – Lay-off of Police Personnel shall first (1<sup>st</sup>) be applied to those police personnel with the least Department Seniority, (Last in, First Out).

**ARTICLE 8**

**UNION OFFICE**

**Section 8.1** - The City shall provide room #201 of Police Headquarters, currently in use by them, as the exclusive office of the Union.

**ARTICLE 9**

**EXCLUSIVE UNIFORM**

**Section 9.1** - The regular members of the Bridgeport Police Department shall have exclusive use of the entire uniform prescribed by the Board of Police Commissioners.

**Section 9.2** - The shoulder patches designated to the regular members of the Bridgeport Police Department shall be exclusively worn by said regular members.

**Section 9.3** - The uniform for all personnel shall be the uniform designated by the employee's permanent rank and shall be so worn by said employee including rank designation, except that, when an employee is appointed to a provisional capacity, pursuant to the Civil Service provisions of the City Charter, said employee shall be permitted to wear rank designations of said provisional capacity, but limited to said period of time of the City Charter.

**Section 9.4** - The Chief of Police, his designated representative and/or the Board of Police Commissioners of the City of Bridgeport shall be the parties responsible that this Article is enforced.

**ARTICLE 10**

**BILL OF RIGHTS**

**Section 10.1** - The following "Bill of Rights" between the City of Bridgeport and the employees covered by this agreement shall be as follows:

**Section 10.2 - Rights of Law Enforcement Officers Under Investigation.** Whenever a law enforcement officer of the City of Bridgeport is under investigation or subjected to interrogation by members of his agency, for any reason which would lead to suspension, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted as nearly as it is practicable under the following conditions.

(A) No complaint by a civilian against a police officer shall be entertained, nor any investigation of



such complaint be held, unless the complaint be duly sworn by the complainant before an official authorized to administer oaths. Prior to a disciplinary hearing, which follows receipt of such sworn complaints, a copy of all sworn statements will be submitted to the accused. Nothing in the foregoing language abrogates the City's right and obligation to investigate complaints of criminal activity; provided, however, that where any such investigation commences without a sworn statement, no unreasonable number of interrogations of the officer under investigation may be held and no subsequent disciplinary action may result without additional corroborating evidence as attested to in a sworn statement (which may be the statement of the investigating officer). Where a sworn statement is used, no particular form is required for purposes of this Section.

**(B)** The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation and of the interrogating officer.

**(C)** The investigation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident occurred, as designated by the investigating officer.

**(D)** The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate interrogation is required.

**(E)** Interrogating sessions shall be for reasonable periods and shall be timed to allow such personal necessities and rest periods as are reasonably necessary.

**(F)** Whenever the interrogation relates to the officer being formally charged with a criminal offense, at the written request of the law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation. At the request of the officer being interrogated, a Union representative may be present as a witness during any interrogation, which may lead to suspension, demotion or dismissal.

**(G)** If the law enforcement officer under the interrogation is under arrest, or likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(H) During any line-up which is conducted, the policeman participating in such a line-up shall have the right to have counsel present as a witness at his request.

**Section 10.3** - Complainants who make false complaints or affidavits shall be held accountable for such false complaints or affidavits.

**Section 10.4** - Under no circumstances shall immunity to criminal prosecution for charges surrounding the events leading to the complaints be granted to those who make complaints concerning the conduct of policemen.

**Section 10.5 - Civil Suits Brought by Law Enforcement Officers.** Law Enforcement Officers shall have the right to bring civil suit against any person, group of persons or any organization or corporation, or the heads of such organizations or corporations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of action legally taken in the performance of the officers' official duties.

**Section 10.6 - Representation on Investigative Board or Committee.** Whenever a Police Investigative Board or Committee is established which has or will have law enforcement officers, such Board or Committee shall include in its membership a representative of the legally constituted bargaining Union.

**Section 10.7** - Despite any other provisions hereof, rulings and decision of the Supreme Court of the United States, or the Second Circuit of the Federal Court or the Connecticut Supreme Court or the United States Supreme Court, or any statute relating to any matter dealt with herein shall govern actions which otherwise would be conducted as set forth above.

## **SECTION II – MANAGEMENT AND THE WORKPLACE**

### **ARTICLE 11**

#### **DISCIPLINARY ACTION**

**Section 11.1** - No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or otherwise disciplined except for just cause.

**Section 11.2** - The Chief or Acting Chief may impose upon any officer discipline, including suspensions,

provided that the Chief or Acting Chief shall first provide the officer with a written statement of the specific charges (rule and regulation violated) against him, and the information upon which the charges are based, and provide the officer with the opportunity to respond to said charges. The Chief or Acting Chief's decision shall be in writing and if a holiday falls within the period of suspension, shall indicate whether the holiday is to be without pay as a part of the suspension. The Chief or Acting Chief may terminate any officer provided that the Chief or Acting Chief shall first provide the officer with a written statement of the specific charges (rule and regulation violated) against him, and the information upon which the charges are based, and provide the officer with the opportunity to respond to said charges. The Chief or Acting Chief's decision shall be in writing. In the event of termination, the terminated officer shall be paid for a period of thirty (30) days after termination. The parties agree that they shall use best efforts to schedule an arbitration hearing within forty-five (45) days of termination. In addition, in accordance with the City's practice terminated employees shall retain medical coverage for ninety (90) days provided that the employee appealed or grieved the termination within the time limits set forth by this article, or until final decision on such grievance or appeal has been rendered, whichever is less. Only the three (3) officers currently on medical coverage as of June 1, 2023, after their termination will remain on health coverage until an arbitration award is issued.

**Section 11.3** - An employee in the bargaining unit who is alleged to have committed a disciplinary offense shall be charged with a specific violation of a department rule or regulation by the Chief of Police or his designee and such charge shall be the only basis for discipline. The Chief or his designee shall, prior to the commencement of a hearing, have the right to amend the statement of charges. In the event the amended charges are delivered to the Union and the employee less than five (5) working days prior to the commencement of the hearing, then at the request of the Union the hearing shall be rescheduled for a new date not less than five (5) working days from the date of delivery of the amended charges.

**Section 11.4** - Notwithstanding the above, an employee charged with a disciplinary offense under Section 2 or 3 may be suspended without pay or placed on administrative leave with pay or placed on administrative status and may be prohibited from working or may be assigned to work other than his regular duties within

his own division or in a non-biddable position, at the discretion of the Chief or his designee until such charges have been drafted and/or heard and a decision rendered. In the event the employee is placed on administrative leave with pay or placed on administrative status and assigned to inside work, he shall not be entitled to outside overtime, but shall be entitled to inside overtime in the position to which he is assigned. Any such employee assigned to inside work may still seek a make whole remedy for lost overtime.

When an employee is placed on administrative leave or administrative status, the reasons for such placement must be presented in writing to the member and copied to the union within five (5) calendar days of the action. No member shall be on administrative status for more than one hundred eighty (180) days absent agreement or legitimate business reasons. In the event the City alleges that it cannot meet the one hundred and eighty (180) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules

The Union shall not process any grievance for any other employee whose overtime opportunities are adversely affected by the employee on administrative leave with pay and/or administrative status assigned in accordance with this Section. Any such immediate suspension without pay may only be imposed and continued in cases where the officer has been arrested for felony charges, or is unavailable for duty because of incarceration; or because of institutionalization in connection with actions that would constitute a felony. If any employee is suspended without pay under this Section 4, he shall, within ten (10) work days of such suspension, have a hearing with reference to the charges against him commenced by the Chief of Police. With the mutual agreement of all parties, which may not be unreasonably denied, the ten (10) day requirement can be waived, however, a hearing on the charges shall be commenced within sixty (60) days of the date of suspension and continuance for commencement of the hearing shall only be granted beyond sixty (60) days upon request of the accused and/or his representative; however, a hearing shall be held within a reasonable period of time.

In discipline cases of suspension without pay, if a hearing has been commenced within sixty (60)

days of the date of suspension, but remains incomplete, such employee's pay shall be reinstated on the sixty-first (61st) day.

A. All disciplinary investigations referred by the Chief to the Office of Internal Affairs must be completed by Internal Affairs within one hundred and twenty (120) days of the referral. The one hundred and twenty (120) day timeline shall not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business reasons. The Chief shall have thirty (30) days from receipt of the Internal Affairs report to notice a hearing on the charges. The hearing shall commence within fourteen (14) days from said notice. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.

Any disciplinary investigation not referred to Internal Affairs must be completed with a decision issued by the Chief within one hundred and twenty (120) days of its inception. The one hundred and twenty (120) day timeline shall not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business reasons. A hearing shall be noticed by the Chief within fourteen (14) days of receipt of the investigation report. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules **Section 11.5** - At least seven (7) work days prior to the hearing with the Chief, the Union and employee shall be provided with all evidentiary information to which they are entitled pursuant to the Municipal Employee Relations Act.

**Section 11.6** – Any employee charged with a disciplinary offense may enter a plea of no contest and accept an agreed upon discipline in lieu of a hearing or an employee during the case of a disciplinary hearing may accept an agreed upon discipline in lieu of completing the hearing. In either event the employee shall sign

a written waiver of right of appeal and neither the employee nor the Union shall have any authority to appeal the discipline and the discipline shall be final and binding on all parties.

**Section 11.7** - If an officer is disciplined under Sections 2 or 3 and the employee and Union both feel that the action was without just cause, the Union may, no later than thirty (30) days after receipt by the Union of the written decision, submit said dispute to arbitration before the Connecticut Board of Mediation and Arbitration for Discipline other than terminations or the American Arbitration Association for involving termination Discipline. The arbitrator shall hear the dispute and render a decision that shall be final and binding on all parties. The arbitrator 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. The City shall pay all costs of the arbitrator and the American Arbitration Association.

**Section 11.8** - The time limits specified herein may be extended by agreement of the parties in writing.

**Section 11.9** - Working days, as used in this Article, exclude weekends and holidays.

**Section 11.10** - Notwithstanding any other rights the Chief possesses under this Article, the Chief may assign an employee to administrative status with pay where the Chief certifies in writing, stating the basis for such certification, that a condition exists which might compromise, limit, or prohibit the employee from effectively performing his or her duties or expose the City to liability. An employee placed on administrative status may be assigned to inside work with or without a department weapon at the Chief's discretion or may be placed on off duty administrative status with pay. Any employee assigned to administrative status where overtime is available, may work such overtime if consistent with his assignment, but may not work outside overtime. If an employee is placed on administrative status with pay the Union may request that the American Arbitration Association assign an arbitrator to hear the matter on an expedited basis in lieu of any other proceedings under the grievance procedure. The arbitrator shall have the power to decide whether or not the administrative status was appropriate or whether or not the administrative status should be continued and, if so, the length of time it should be continued, with the arbitrator retaining continuing jurisdiction, if necessary, and to make whole the employee if it is determined

the employee was placed improperly on administrative status. The cost of the arbitrator shall be paid for equally by the parties.

**Section 11.11** – Written warnings shall not be used to support progressive discipline if the officer at issue has exhibited good behavior, with no pending discipline against him/her, for the prior two (2) year period. Verbal warnings shall not be used to support progressive discipline if the officer at issue has exhibited good behavior, with no pending discipline against him/her, for the prior one (1) year period.

## ARTICLE 12

### **ADJUSTMENT OF GRIEVANCE PROCEDURES**

**Section 12.1** Should any employee, or the Union, feel aggrieved concerning their wages, hours or conditions of employment, which wages, hours or conditions of employment are controlled by this Agreement, adjustment shall be sought as follows:

(A) The Union shall submit such grievance in writing to the Chief of Police, at the Union President's discretion, or if voted by the majority of the Grievance Committee, which shall be comprised of the Executive Board of the Union, setting forth the nature and particulars of the grievance. Any such grievance must be submitted in writing to the Chief of Police within thirty (30) days of the date that the Union or aggrieved employee knew or reasonably should have known of the act which gave rise to the grievance, whichever date is earlier. Any grievance arising out of Article 11 must be submitted to arbitration within thirty (30) days after receipt by the Union of the written notice of discipline. Failure to submit such grievance in a timely manner as set forth above, or failure to advance said grievance within the time limits set forth below (unless said time limits are extended as set forth in subsection (E), below) shall constitute a waiver of said grievance. Within ten (10) days after said Chief, or his representative, receives such grievance, he shall arrange to and shall meet with the representatives of the Union Grievance Committee, for the purpose of adjusting or resolving such grievance.

(B) In the event said meeting with the Chief of Police is not arranged, as stated above, or the Union is not satisfied with the Chief's response within ten (10) days from the date the grievance is submitted, the Union may, at its option, present such grievance in writing within twenty (20) days thereafter to the

Connecticut State Board of Mediation and Arbitration except that the Union or City shall have the right to submit/transfer the grievance to the American Arbitration Association ("AAA"). Grievance arbitration shall be conducted in accordance with the rules and regulations of the agency where the grievance is filed/transferred. The parties agree to use Gerald Weiner, Mike Ricci or Joseph Celentano as the neutral arbitrator in any grievance that is submitted to the AAA. The aforementioned arbitrators shall rotate based on the aforementioned order for any cases they are assigned relative to this agreement. Said Board or neutral arbitrator 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. The transferring party shall pay all costs of the arbitrator and the AAA. 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.

(C) The time limits specified in the preceding sections of this Article may be extended by agreement of all parties which shall not be unreasonably denied.

(D) The Union may, at its option, present such grievance in writing directly to the Director of Labor Relations in lieu of the meeting with the Chief.

(E) The Union shall, provide the City's Labor Relations Director a copy of the grievance at the time of initial filing.

(F) The fee of the arbitrator and the administration expense of 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.

(G) Expedited arbitration at the State Board of Mediation and Arbitration shall be used for grievances involving shift assignments.

#### **ARTICLE 13 (RESERVED)**

#### **ARTICLE 14**



## OVERTIME

**Section 14.1** - Whenever any employee, works in excess of his regularly assigned work week or work schedule, in addition to any other benefits to which the employee may be entitled, the employee shall be paid one and one-half (1 1/2) times such straight time hourly rate, unless such excess work is due to the employee's participation in a shift swap as covered in Article 17, Section 4.

For the purposes of this Article an employee's hourly rate shall be computed by dividing by 1825 his yearly compensation under the compensation schedule in the applicable appendix herein.

**Section 14.2** - Departmental overtime assignments from the Chief of Police and/or his designee shall be taken from a rotating alphabetical list, by surname, within the divisions and assigned in a fair equitable manner, subject to the needs of this department.

Within ten (10) days of January 1st, and July 1st, of each year, if an employee does not desire overtime assignment, said employee, in writing, shall, so notify the Chief of Police, and/or his designee and said employee's name shall not be included in the "rotating alphabetical list(s)". Once so removed an employee's name shall be added to the list(s) after written notice to the Chief of Police, or his designee not less than thirty (30) days prior to January 1st, or July 1st, whichever is applicable.

**Section 14.3** - Overtime assignments in the Detective Bureau, Narcotics and Vice and Youth Bureau shall be equalized as nearly as possible and follow an equalized distribution system for assigning overtime, subject to the respective needs of the Detective Bureau, Narcotics and Vice and Youth Bureau. A list of such assignments shall be maintained and posted in the Division Commander's Office.

**Section 14.4** - Each employee whose name is on the list shall have the option of refusing an overtime assignment and said refusal shall be charged on the list as though the officer had worked. Nothing in this Article shall prevent the Chief or his designee from ordering all employees to work overtime providing all the names on the Department Overtime list on duty or incoming shifts have been exhausted by one (1) full turn. After exhaustion of the list the next employee may be ordered to work by the Commanding Officer and so on until all the necessary officers are assigned. No officer shall be forced to work more than half of the next shift.

**Section 14.5** - Employees who are off-duty sick on the day they are scheduled to work Departmental overtime shall be charged as though they had worked. Employees who are off-duty sick shall be required to work an eight (8) hour regular tour of duty before they can work Departmental Overtime.

**Section 14.6** - Employees who are off-duty on their regularly scheduled duty-day, when their name appears in the rotation on the Department overtime list, shall be charged as though they would have worked.

**Section 14.7** - There shall be no requirement on the part of the City to reschedule employees for make-up overtime under Sections 5 and 6, of this Article.

**Section 14.8** - The City shall maintain an accounting of all overtime hours worked per month, which shall be made available to Bridgeport Police Union authorized representatives.

**Section 14.9** - Overtime and regular pay shall be paid weekly by direct deposit which shall reflect the type of payment.

**Section 14.10** - Upon execution of this Agreement, there shall be a six (6) month Pilot Program during which time all overtime (including special assignments) count toward departmental overtime opportunities. The Pilot Program can be discontinued after six (6) months in the sole discretion of the City.

## ARTICLE 15

### **MANAGEMENT RIGHTS**

**Section 15.1** - Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote discipline, transfer, layoff, and discharge personnel; determine the number and type of positions and organizational structure required to provide police services; define the duties and responsibilities of each position and of the department; establish new units, divisions, and assignments; modify and/or eliminate units, divisions and assignments, implement performance evaluations to be used to assess qualifications, acquire and maintain essential equipment and facilities required to conduct the business of providing police services; contract for non-police services with other units of government and/or private contractors for the provision of non-police services to or by the City; establish

and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The City shall not exercise its management rights in violation of this obligations under MERA (the Connecticut Municipal Employee Relations Act. Conn. Gen. Stat. #7-467, *et seq*). In the event the City exercises a Management right under this Article it agrees that it has the legal obligation to negotiate the effects, if any, of such decision with the Union. In the event the Union and City are unable to reach agreement on the issue of effects within thirty (30) days of the City's decision then the effects issue shall be submitted to AAA to be heard by Arbitrator Gerald Weiner, Mike Ricci or Joseph Celentano. These arbitrators shall rotate in the above discussed order based upon case assignment under this Agreement. The Union covenants and agrees that it shall comply with the City's Military Leave Policy (See Attached Policy).

**Section 15.2** – The Chief of Police shall have the absolute authority/discretion in assigning of the take home vehicles in the Bridgeport Police Department.

## ARTICLE 16

### **DRUG TESTING**

**Section 16.1** - Narcotics and Vice Officers will be subject to mandatory drug testing upon original assignment for controlled substances defined in accordance with the State of Connecticut Uniform 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. This shall be in addition to any other testing requirements for other members of the Department.

**ARTICLE 17**

**WORK SCHEDULE**

**Section 17.1** - The following shall be the Work schedule:

(A) The Work Schedule for the Patrol Division shall be five (5) consecutive eight (8) hour days on duty, followed by three (3) consecutive days off-duty, and then the cycle repeated.

(B) The Work Shifts shall be:

"A" Shift - 11:00 p.m. to 7:00 a.m.  
Or 12 Midnight to 8:00 a.m.

"B" Shift - 7:00 a.m. to 3:00 p.m.  
Or 8:00 a.m. to 4:00 p.m.

"C" Shift - 3:00 p.m. to 11:00 p.m.  
Or 4:00 p.m. to 12 Midnight

"Set" Shift - 7:00 p.m. to 3:00 a.m.

The Chief shall have the discretion to add an additional shift at the time of the discussion of the allocation plan. Said right shall be exercised only once per year and only during the following work hours:

Shift 9:00 a.m. to 5:00 p.m.  
Or 10:00 a.m. to 6:00 p.m.

Shift 11:00 a.m. to 7:00 p.m.  
Or 12:00 p.m. to 8:00 p.m.

Shift 1:00 p.m. to 9:00 p.m.  
Or 2:00 p.m. to 10:00 p.m.

Shift 9:00 p.m. to 5:00 a.m.  
Or 10:00 p.m. to 6:00 a.m.

(C) The Work Schedule and work hours for all other divisions, or units, of the Department shall be either the 5-3 Schedule or the Administrative Schedule, (attached herewith). However, employees on the Administrative Schedule shall not exceed the hours per week worked than that the Patrol Division except on an overtime basis.

(D) Employees shall bid, based on rank seniority, for work shifts. However, Sergeants and Detectives shall bid based upon Departmental Seniority. Such bids shall include the employee's first, second and third

choice for shifts.

(E) The number of openings, per shift, shall be determined and posted annually by the Chief of Police by October 15th of each year. Work shift bids shall take place from November 1 through November 10th, of each year. The effective date of the shift assignment shall be the first Sunday of January, of each year. Employee work shifts shall be fixed for one (1) year duration, however, such shift bid shall not restrict an employee's bid into another division, or units, as openings occur. Any employee, who does not bid for a work shift, shall be assigned by the Chief of Police to any shift with vacancies. Employees can bid for shift openings as they occur notwithstanding the one-year limitation.

(F) Should the Chief determine that staffing has deteriorated to such an extent that safety becomes an issue the Chief shall negotiate with the union to reallocate staff and open shift bidding, which bidding shall be based upon seniority. Additionally, the need for reallocation shall be objective and documented and any decision to reallocate shall not be arbitrary or capricious.

**Section 17.2** - Each member of the department shall attend State-mandated training sessions for recertification, or other departmental training during the scheduled workday, or on an overtime basis.

**Section 17.3** - The President of the Union, for the purpose of availability to the Chief of Police and the Union Membership on matters of grievance and/or any other labor relations matters, shall work in the Union Office, in the present location of the Police Building, Monday through Friday, but shall not work a greater average per hour work week than the patrol division, except on an overtime basis.

**Section 17.4** - One member of the department may exchange a shift with another member of the department under the following conditions:

- (A) Such substitution does not impose any additional cost, by overtime or otherwise, on the department.
- (B) Such substitution is within the same rank and division.
- (C) The commanding officer for whom the work will be performed, or his/her designee, must be notified, in writing, by the member initiating the substitution, on an approved form acceptable to the department, not less than twenty-four (24) hours prior to it becoming effective.
- (D) The member of the department initiating the substitution is totally responsible for coverage of the

shift on both ends of the substitution as well as guaranteeing that subsection (A) is complied with; it being clearly understood that the department has no responsibility for enforcing any agreement made between the substituting members of the department; nor any responsibility to enforce the requirement of subsection (A); if either of the parties involved does not appear as agreed, both employees will be charged with the loss of one holiday.

(E) Only members of the department who have completed the recruit probationary period, and who are qualified to fill the position substituted for and into, shall be permitted to participate in substitutions.

(F) A member of the department may initiate a substitution a maximum of twelve (12) times in a contract year, provided that substitutions may not be taken on successive workdays.

(G) A member of the department may not work more than sixteen (16) hours straight, including overtime, without at least a break of eight (8) hours; and

(H) The Union shall indemnify and hold the City harmless for any overtime or cost incurred under State or Federal Wage and Hour Laws or Regulations, by a member involved in a swap.

**Section 17.5** - The City may require supervisors to begin a work shift one half (1/2) hour earlier or end one-half hour later than the times set in work shifts; however, no such work shift shall exceed an eight (8) hour duty without compensation according to Article 12. Sergeants will be notified not less than twenty-four (24) hours in advance of such assignments.

## ARTICLE 18

### SAFETY AND PRODUCTIVITY

#### Section 18.1

(A) The Union shall have two (2) representatives on a Committee to be known as the Committee on Safety and Productivity. The time spent by members in attending the meetings of this committee called by the City shall be charged against the Union business leave time set forth in Article 6, Section 3. It is understood that the balance of the committee will consist of two (2) members to be named by the Chief of Police and two (2) members to be named by the Mayor of the City. Meetings of the Committee shall be called by the chairperson thereof, at least quarterly, in each calendar year. The chairperson shall be named by the Mayor of the City from amongst the six (6) committee members and may vote to break ties.

(B) In addition to the two (2) representatives named above, the Union may appoint two (2) representatives to the committee who may attend all committee meetings. It is understood that these two (2) Union representatives may not vote at any meetings.

Section 18.2 - As indicated by the title of the committee, its purpose will be to recommend safety and departmental equipment for use by the department as may be practical.

Section 18.3 - Insofar as recommendations concerning increased efficiency within the department is concerned, the City and the Union adopt as the 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 constructive, modern, cost conscious methods.

Section 18.4 - Of necessity, taxpayers of this City want municipal protection at the lowest possible cost. However, "lowest possible cost" does not mean sub-standard 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 measurement of effectiveness (or productivity) for the department is difficult and may, at time, be controversial. The 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.

## **ARTICLE 19**

### **JOB-ACTION RESTRICTION**

**Section 19.1** - No employee covered by the terms of this agreement shall engage in any strike or slow-down activity or any other form of job-action against the City of Bridgeport, or any of its officials, departments or agencies.

## **ARTICLE 20**

### **CLASSIFICATION**

**Section 20.1** - The Civil Service Commission shall, in accordance with the Civil Service Provisions of the Charter, establish and maintain a classification plan and make allocations and reallocations to the classes established thereunder for all positions covered by this agreement provided, however, that such plan and allocations shall be subject to the grievance procedure provided for in Article 12, except that such grievance shall be started at Step (D) of such grievance procedure.

## **ARTICLE 21**

### **HARBOR PATROL**

**Section 21.1** - The City and the Union agree that when the City of Bridgeport institutes a Harbor Patrol, temporary assignments to such Harbor Patrol shall be made exclusively by the Chief of Police or his designee. Such temporary assignments may be made at the Chief's discretion from any rank or division within the Bridgeport Police Department.

**Section 21.2** - It is further agreed that any Police Department personnel temporarily assigned to the Harbor Patrol shall be members of the bargaining unit. It is further understood that all such assignments shall be in compliance with Section 15-154 of the General Statutes of the State of Connecticut.

## **ARTICLE 22**



## MOUNTED PATROL

**Section 22.1** - The Mounted Patrol will be a separate unit.

**Section 22.2** - Overtime assignments within the Unit shall be equalized as nearly as possible and follow an equalized distribution system for assigning overtime subject to the needs of the patrol. A list of such assignments shall be maintained and posted in the division commander's office.

**Section 22.3** - Members of the Mounted Patrol shall be selected based on qualifications, including a physical test related to skills necessary to be a member of the Mounted Patrol from applicants by a committee of three (3) members, two (2) of whom are selected by the Chief and one (1) of whom is selected by the Union. If qualifications are equal, seniority shall control selection.

**Section 22.4** - The work schedule and work hours for the Mounted Patrol shall be the administrative schedule.

## ARTICLE 23

### COMMUNICATIONS CENTER

#### **Section 23.1**

(A) All police officers and Sergeants working in the Communications Center shall work a schedule of five (5) consecutive eight (8) hour days, followed by three (3) consecutive days off-duty and then the cycle is repeated, in accordance with Article 17, Section 1 (A), thereof.

(B) The work shifts shall be:

"A" Shift - 11:00 p.m. to 7:00 a.m.

"B" Shift - 7:00 a.m. to 3:00 p.m.

"C" Shift - 3:00 p.m. to 11:00 p.m.

**Section 23.2** - There shall be one (1) Police Sergeant assigned in the Communications Center on all shifts.

**Section 23.3** - There shall be one (1) Police Officer Teleservice Operator on duty in The Communications Center on all shifts, however, on the "A" Shift, the Teleservice Police Officer may be required to do other work, other than Teleservice work, on said "A" Shift, as needed.

**Section 23.4** - Any additional Police Officer(s) assigned to the Communications Center utilized at the discretion of the Department to accomplish related functions therein.

**Section 23.5** - There shall be a Lieutenant or Captain, assigned by the Department, as the Officer-In-Charge of the Communication Center, who shall work the Administrative Schedule on the "B" Shift in accordance with Article 17, Section 1, Subsection C, thereof.

**Section 23.6** - Except for the Officer-In-Charge position, all other Police Officer and Sergeant positions shall be bid on the basis of seniority within the department in accordance with Article 7, Section 5.

**Section 23.7** - It is understood that the position of Telex Operator (44) and the Call-takers/Complaint-takers shall be staffed by civilians, except in an extreme emergency.

**Section 23.8** - It is also agreed that no civilians assigned to the Communications Center, or any other civilians, shall replace and/or relieve any Police Officer and do any assignments of said Police Officer(s) except in an extreme emergency.

**Section 23.90** - All overtime required, as per Article 14, if any, within said Communications Center, by Police Officers and/or Sergeants, shall be solely scheduled and worked by those Police Officers and/or Sergeants assigned to the Communications Center.

**Section 23.10** - The City may utilize civilians to discharge the duties of the Communications Center as follows:

(A) Notwithstanding any of the prior sections of this Article as the positions become open but no later than July 1, 1996, the City shall be entitled to civilianize all positions in the Communications Center, except that of sergeants, the front desk, and the officer in charge in the Communications Center which shall be a lieutenant or a captain.

(B) The front desk, not including the teleservice station, shall remain a part of the uniform patrol division and shall be filled by a police officer and shall be under the supervision of the patrol division.

### **SECTION III – MONETARY PAYMENTS**

#### **ARTICLE 24**

##### **WAGES**

**Section 24.1** – Effective July 1, 2021, wages shall be increased by 3.0 percent. (Exhibit A).

**Section 24.2** – Effective July 1, 2022, wages shall be increased by 3.0 percent.

**Section 24.3** – Effective July 1, 2023, wages shall be increased by 3.0 percent.

**Section 24.4** – Effective July 1, 2024, wages shall be increased by 3.0 percent.

**Section 24.5** - Effective July 1, 2025, wages shall increase by 2.0 percent.

**Section 24.6** - The Field Training Officers while working as such shall be paid an additional seven and one half percent (7.5%) of their daily wages which pay shall be included in the next pay period. Field training officers shall be selected based on qualifications from applicants by a committee of three (3) members, two (2) of whom are selected by the Chief and one of whom is selected by the Union. If qualifications are equal, seniority shall control selection.

**Section 24.7** – The City shall use its best efforts to implement by December 31, 1998 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.

**Section 24.8** - The City shall use its best efforts to make any retroactive payments for the wage increases within ninety (90) days of approval of this Tentative Agreement by the City Council provided that the union membership shall also have ratified the Tentative Agreement

**Section 24.9** – Officers who have received “certification” prior to December 31<sup>st</sup> of each contract year, pursuant to a test paid for by the City, in a language other than English, will receive a \$750.00 stipend per year paid in the first pay period of April of each contract year, Officers will need to recertify every three (3) years.

## ARTICLE 25

### **MINIMUM PAY FOR CALL BACK AND OFF-DUTY ARRESTS AND OFF-DUTY COURT**

**Section 25.1** - Whenever the Police Department requires the services of any members of the department and recalls this member to duty, after he or she has completed his or her regular tour of duty, he or she shall be paid for a minimum of four (4) hours of such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

**Section 25.2** - Each such officer recalled to duty on his or her regularly scheduled day off shall be paid a

minimum of four (4) hours pay for such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

**Section 25.3** - Should the recall be directly connected to his or her regular tour of duty he or she shall be paid for the hours worked in excess of his regular tour at the rate of time and one-half (1 1/2) the hourly rate of pay.

**Section 25.4** - Whenever any member of this department, while off-duty, makes an arrest, or a juvenile referral, and is required to come to the station house to complete the arrest and write his reports he shall be paid for such work. His superior officer will note the time of arrest and time of completion and submit his name for payment on the overtime sheet, for no less than a minimum of four (4) hours. The payment of recall pay and off-duty arrest will be pursuant to Article 14, Overtime Pay.

**Section 25.5** - The day-off is calculated from midnight to midnight. Anytime during this period, if any employee is recalled to duty, he shall be entitled to a minimum of four (4) hours pay calculated as per Article 14, Overtime Pay.

**Section 25.6** - After being recalled one day off and he is held beyond midnight, of such recall day, and the second day is also a day off, he then shall get paid for each such hour, or fraction thereof, in addition to the four (4) hours minimum for recall day, provided it is directly connected to the recall period.

**Section 25.7** - If he is sent home and is again recalled, on the second day of his scheduled day off, then he again shall be entitled to a minimum of four (4) hours pay as per Article 14, Overtime Pay.

**Section 25.8** - No member of this department shall be recalled to duty during or while he is on vacation, by any officer of this Department. Such officer may request his recall and it shall not be binding upon such member to return to duty, but may return at his own option.

**Section 25.9** - Nothing in this Article shall prevent the Chief of Police or his designee from ordering all employees back to duty in an emergency.

**Section 25.10** - Members of the Department who are subpoenaed for court appearance while off duty or for testimony while off duty by the State Liquor Control Authority, the Department of Motor Vehicles on DWI cases, the Board of Firearms and Permit Examiners on permits, and in other situations as determined by the Chief in his absolute discretion if the testimony directly relates to the officer's performance of police

duties or activities shall be paid in the following manner:

(A) All officers shall be required to have the reverse side of the subpoena time stamped and signed by the state's attorney, assistant state's attorney or inspector (or court advocate at the juvenile court or Commissioner or designee of the above referenced state agencies) and returned to their commanding officer within five (5) days from the appearance date. This procedure is mandatory in order for payment to be made.

(B) Officers shall directly receive the court time payment made by the judicial department. This payment shall be the full and only payment made to the officer for the first full hour of court time or portion thereof. In the event that this court time payment is less than time and one-half the hourly rate (when required) for any member of this bargaining unit the City should compensate the officer for the difference.

(C) All court time worked after the first hour shall be paid at time and one-half (1 1/2) as and if required by the collective bargaining agreement for each hour worked.

(D) Officers working court time shall have the option of working the full hour or eight hours tour of duty as required by the collective bargaining agreement. Officers who wish to exercise this option shall advise their commanding officer as soon as this decision is made. Patrol officers working the extended tour duty shall report for duty in the uniform of the day. All officers shall report to their commanding officer immediately upon being released from court.

**Section 25.11** - The City shall adopt a policy that members of the Department who are subpoenaed for depositions or in civil actions for testimony relating to their duties as an employee of the City should be paid by the party issuing the subpoena for all such testimony, including travel, waiting and other time at the overtime rate of pay with a minimum payment of four (4) hours. The City shall provide a copy of the policy to the Union so that the Union may issue mail a notification of this policy to the party issuing the subpoena. The City shall have no responsibility to enforce the policy or to make payment to the officer if the party issuing the subpoena does not make payment.

**Section 25.12** - Each such officer recalled to duty shall be paid a minimum of four (4) hours. The City agrees that it shall not employ this language to split an eight (8) hour shift assignment. This is applicable

for all divisions and assignments. This does not apply to section 25.3 and 25.10.

## **ARTICLE 26**

### **LONGEVITY**

#### **Section 26.1**

(A) Each employee who has completed five (5) years of service shall be paid an annual longevity, for each year of completed service, calculated by seventy-five dollars (\$75.00) with no cap. The completed years of service shall be as of the employee's anniversary date as per the practice of the City.

**Section 26.2** - An employee shall receive his annual longevity increment on the first pay date in December of each agreement year except that he shall receive such longevity increment at the time of his retirement in the event that he retires during the agreement year prior to such first pay date in December.

**Section 26.3** - If an employee who is entitled to an annual longevity increment in accordance with the provisions of Section 1 of this Article shall die during the year prior to such first pay date in December, such annual longevity increment shall be paid to his widow(er). If he is not survived by a widow(er), such longevity increment shall be paid to the beneficiary designated by him under the terms of his Life Insurance Policy provided for under Article 30, Section 2.

**Section 26.4** - Should an employee be dismissed or voluntarily leave the department, prior to such first pay date in December, such annual longevity increment shall be pro-rated, based on the amount of his service, from the first day of the agreement year through the date of termination.

## **ARTICLE 27**

### **PREMIUM PAY**

#### **Section 27.1**

(A) All employees who work on the "C" shift (3:00 pm. to 11:00 p.m. or 4:00 p.m. to 12:00 midnight) shall receive one dollar and thirty five cents (\$1.35) / per hour as premium pay.

(B) All employees who work on the "A" shift (11:00 pm. to 7:00 a.m. or 12:00 midnight to 8:00 a.m.) shall receive one dollar and fifty cents (\$1.50)/ per hour as premium pay.

(C) Said premium pay shall be paid each employee, in the weekly check which shall reflect the reason

for the payment.

## ARTICLE 28

### RETROACTIVE PAYMENT

**Section 28.1** - Retroactive payments under this agreement shall apply to all regular earnings, premium pay, and overtime which may have been worked between July 1, 2021 and the date on which this agreement is implemented, by signing or by law unless otherwise specified elsewhere in the Agreement.

## SECTION IV – BENEFITS

## ARTICLE 29

### UNIFORM ALLOWANCE

**Section 29.1** – Each new employee who is appointed to the Police Department in lieu of the uniform allowance spelled out in Section 29.2, shall receive the initial uniforms pursuant to a Quartermaster process and the following equipment to be issued and owned by the City: a handgun, an initial box of ammunition, three magazines, a cleaning kit, and a gun belt. The provided uniforms will include all garment and equipment deemed necessary for the academy and the patrol division, including road job gear pursuant to Policy 2.09.

**Section 29.2** – All employees presently employed on the first day of this Agreement shall receive a uniform allowance of one thousand dollars (1,000.00) to be paid on October 1st of each agreement year to each active member. This allowance will not be retroactive.

**Section 29.3** - Any Detective, newly permanently appointed shall receive one hundred twenty-five dollars (\$125.00) upon appointment.

**Section 29.4** - The City shall provide each uniformed employee with their own foul weather gear of good quality and condition. Such clothing shall consist of a reversible raincoat, one side of which shall be of bright or luminous color for traffic duty purposes, boots, rubbers and weatherproof hat cover.

**Section 29.5** - Request for replacement of foul-weather gear shall be submitted to the immediate Commanding Officer for approval. The Commanding Officer shall then submit the article to be replaced to the Clerk of the Department, for approval by the Board of Police Commissioners.

**Section 29.6** - All personnel shall have the option to carry a back-up weapon not to exceed the equivalent in caliber and comparable in make to their duty weapon. Said back-up weapon will be registered with and ballistically sampled by the department.

### **ARTICLE 30**

#### **HEALTH BENEFITS**

**Section 30.1** - The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

- A. Effective October 1, 2018 "Healthcare Benefits" (Medical and Prescription Drugs) will be in accordance with the State of Connecticut Partnership 2.0 Plan.
- B. All Section 1 Benefits (or if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extent needed) shall be referred to as "Health Benefits".
- C. The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent excluding orthodontia in accordance with the Dental Plan, City of Bridgeport, revised January 1, 1995.
- D. The Vision Service Plan or its equivalent in accordance with Vision Care Benefits for the City of Bridgeport a copy of which is annexed the originals to this contract (the "Vision Plan") (Exhibit C).

**Section 30.2** - 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) of the top grade Police Officer's Annual base salary; the policy shall include death and dismemberment benefits. for all employees

**Section 30.3** For employees hired prior to the February 29, 2016, and their surviving spouses, if any, who retire and who (1) have completed twenty-five (25) years of continuous service in the employ of the City in any City department prior to retiring from the police department; or (2) have been deemed eligible for a work related disability pension by CMERS, 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 or as said plans have thereafter or may hereinafter, be changed by agreement of the City and retirees.

**Section 30.4** – For employees hired prior to February 29, 2016, and their surviving spouses, if any who



retire and who (1) have completed twenty-five (25) years of continuous service in the employ of the City in any City department prior to retiring from the police department; or (2) have been deemed eligible for a work related disability pension by CMERS, the City will provide and pay for benefits under the Medical Plan or for these over sixty-five (65) years of age a supplemental Medicare Part B and plan to Medicare Part B offering benefits equal to the Medical Plan. Such retirees, and their surviving spouses, shall pay premium share in accordance with the contract between the Union and the City. Coverage for surviving spouses shall terminate upon remarriage. Benefits and contributions shall be as set forth or as said benefits and contributions may be changed by agreement of the City and the retirees. Employees hired subsequent to the execution of this Agreement shall not be eligible for retiree medical benefits from the City. In the event an employee is deemed eligible to receive a service connected disability under CMERS said employee shall receive post retirement medical benefits from the City. If an employee is disabled for a non-service connected event said employee shall not be eligible for retiree medical benefits from the City. The Union shall withdraw all grievances and MPPs associated with retiree medical benefits concerning service time with the City.

**Section 30.5** - Whenever an employee covered by this agreement is suspended, all Health Benefits and insurance shall be provided throughout the period of suspension. Whenever an employee covered by this agreement is terminated, all Health Benefits and insurance shall be provided throughout the period of termination by the City, provided that the employee has appealed or grieved the termination within the time limits set forth in the disciplinary and/or grievance procedures of this agreement, and for the sooner of that period of time until final decision on such grievance or appeal has been rendered or the period of ninety (90) days from termination whichever is less. Any termination that is sustained by the appeal or grievance process shall result in the employee incurring a debt, promptly due, for the premiums paid during such period of termination. Only the three (3) officers currently on health benefits as of June 1, 2023, after termination, shall remain on health benefit coverage until the final decision on their grievance or appeal.

**Section 30.6** - The City may offer the privilege of choosing an alternative health care carrier in lieu of the City's Plans as set forth in Section 1 of this Article. Enrollment periods shall be annually in May of each

year. For employees electing the alternative, the City shall remit monthly to the Plans or administrator an amount up to but not to exceed that which the City pays for the City's Plans as specified in Section 1 of this Article. If the premium for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

**Section 30.7** - The City shall be permitted to substitute insurance or Health Benefit arrangements from any source for the Plans provided for in Section 1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plans specified in Section 1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 1 of this Article and substitution may be proposed for any one or more of the specified coverages.

**Section 30.8** - Medicare Part B monthly payments will be reimbursed by the City annually by December 31st of each year for employees who have retired after January 1, 1993 who have such coverage.

**Section 30.9 (A)** For employees who want the health coverage provided by the City under Section 30.1(A), (B) and (C), the City shall provide a payment as set forth below to defray expenses under the alternative healthcare coverage. To participate in the Insurance Buy-Out Program, the employee must have alternative health insurance coverage. Written proof of alternative coverage is required from either the other employer or insurance carrier and must include the effective date of coverage.

(B) In the event that more than eight (8) employees as of July 1 annually waive health benefit coverage then the payment in lieu of health benefits shall be in the amount of \$2000 per year. The City shall provide notice to the Union of the current number of personnel opting out of health benefit coverage every April 1<sup>st</sup>. In the event that less than eight (8) employees waive health benefits, then the payment shall be in the amount of \$500 per year. In addition, current employees. Effective July 1, 2015, employees will not be permitted to receive the buyout in the event that they are opting out of the City's plan but are inevitably covered by another employee, i.e., their spouse, in a City plan of any kind, including the Board of Education.

(C) There will be an open enrollment period.

(D) Any employee who has dependent children living out of the State of Connecticut as a result of a divorce or legal separation, may continue their Health Benefits coverage at no cost to the employee (other than employee contributions) provided they verify such dependent's living status to the City. Such verification must be in the form of a sworn affidavit.

**Section 30.10** - The City, at its option, may change carriers for the insurance or the method of providing the Health Benefits in this Article, provided the benefits are equal to or better than in all benefits, in the manner of payments, services and procedures for payments.

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

**Section 30.11** - Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement and the last day of this Agreement) shall contribute a Premium Cost Share, . For purposes of this Section (and wherever applicable elsewhere in this Article), premium cost shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA").

A) Effective July 1, 2023, the Premium Cost Share (PCS) paid shall be reduced to 25% for all active employees. Thereafter, the PCS shall increase by 1% per year on July 1<sup>st</sup> of each year, until a cap of 33 1/3% is reached (In accordance with the

chart below), except as otherwise set forth in paragraph (B) below.

|              |         |
|--------------|---------|
| July 1, 2023 | 25%     |
| July 1, 2024 | 26%     |
| July 1, 2025 | 27%     |
| July 1, 2026 | 28%     |
| July 1, 2027 | 29%     |
| July 1, 2028 | 30%     |
| July 1, 2029 | 31%     |
| July 1, 2030 | 32%     |
| July 1, 2031 | 33%     |
| July 1, 2032 | 33 1/3% |

- B) Regular full-time employees hired before January 1, 2012 shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance. This 25% PCS cap is guaranteed to remain in effect for said members throughout their period of employment with the City and their entire period of retirement.

**Section 30.12**

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

(B) As an alternative to the current Health Benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party. Participation in the Plan shall be voluntary.

**Section 30.13**

(A) For employees who retire on or after June 30, 2001, and their surviving spouses, if any, the City shall provide and pay for the same Medical Benefits as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus 50% of any increase in such contributions as such increase may exist from time to time.

If any employee who retires on or after January 1, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for, and if eligible, obtain such Alternate Coverage, provided such Alternate Coverage shall not exceed in cost or contributions by the retiree, the cost or contribution which the retiree would have paid to the City for coverage for Medical Benefits, except as provided below. The retiree shall not take advantage of any buy-out program in lieu of such Alternative Coverage. The retiree and the retiree's spouse shall remain in the City's plan even if Alternative Coverage is obtained, but the City's coverage shall be secondary so long as such Alternate Coverage is available. In the event that the retiree's cost or contribution for such Alternate Coverage would be more than the retiree's payment for the coverage for Medical Benefits provided by the City, and the City shall not have exercised an option to reimburse the retiree or the retiree's surviving spouse, for such additional cost, the coverage for Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

**Section 30.14** –(A) All employees hired after July 1, 2005, shall be required to submit to annual physical fitness testing, which shall be based upon the “Cooper Standards” used in the Connecticut Municipal Police Academy, a copy of which is attached to this contract as Exhibit D. Refusal or failure to take the annual physical test (except for authorized leave or documented physical incapacity) shall be cause for discipline. Such physical testing shall be conducted during the employee’s regular work shift.

(B) Employees hired after July 1, 2005 will be required to maintain the Percentile of Fitness under the “Cooper Standards” required for graduation for the Connecticut Municipal Police Academy adjusted for age and gender. Any such employee who fails the physical fitness test will be retested within ninety (90)

days. The first failure on a retest will result in a one (1) day suspension without pay. The second failure will result in a five (5) day suspension without pay. Upon a third failure the Chief of Police may initiate action to terminate employment.

(C) The City shall have the right to implement a Cooper's test in accordance with the language of the collective bargaining agreement for all employees hired after July 1, 2005. Said test shall not occur before September 1, 2015.

**Section 30.15** – Divorced employees must notify the City within thirty (30) days of the divorce decree (Dissolution/Disposition Date) and complete the necessary forms to remove the ex-spouse. The ex-spouse and any covered step-children shall be ineligible for coverage at the end of the month in which the Dissolution/Disposition Date is adjudged by the court. The City payroll office will deduct any excess payment paid each month in which a spouse and/or step-child were continued in the plan regardless of claims, or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

**Section 30.16** - The City shall pay for fifty (50%) percent of yearly liability insurance for each officer employed by the City through the AFSCME/PORAC program. The City shall have no obligation to pay any monies for any officer who is not enrolled in and paying for the AFSCME/PORAC program.

## ARTICLE 31

### **EDUCATIONAL REIMBURSEMENT**

**Section 31.1** - The City shall reimburse each employee for the cost of tuition, books and fees, for courses in which the employee has enrolled within sixty (60) days of submission of those costs, to the Office of Labor Relations, upon satisfactory completion and at a grade of C or better, in each course, and/or in a degree program resulting in a degree at an accredited college or university in subjects which are designed to increase the Officer's proficiency in their present or potential future duty assignments in the Police Department and shall be related to one or more of the following fields:

- A) Police science or procedure;
- B) Police, criminal justice or public administration;

- C) Police-related investigation procedures;
- D) Forensic sciences;
- E) Psychology;
- F) Computer Science

The maximum reimbursement amount that the City will reimburse is one-hundred thousand dollars (\$100,000.00) for the bargaining unit per contract year. The disbursement of the funds will be on a first come first served basis, until the maximum is reached.

## **SECTION V – HOLIDAYS AND LEAVES**

### **ARTICLE 32**

#### **HOLIDAYS**

**Section 32.1** - Each employee who works on a legal holiday on a day during which he 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, on administrative leave with pay or administrative status with pay or off duty sick and confined to a hospital, when a legal holiday occurs, shall receive a day off for each such legal holiday.

**Section 32.2** - Each employee shall have the option of electing to receive up to a maximum of the number of legal holidays provided in sections 6 and 7 of this Article as such days off in lieu of actual legal holidays or else pay for such days. Each day of holiday pay shall be computed by multiplying the employee's regular hourly rate of pay by eight (8) hours.

**Section 32.3** - Each employee who wishes to receive holiday pay in lieu of days off, shall notify the clerk of the Police Department, in writing, prior to February 15, of each fiscal year, of the number of days of holiday pay, up to the maximum number of such days hereinbefore provided, which he/she has elected to receive for that fiscal year. On or before the third (3<sup>rd</sup>) payday in March, of each fiscal year, the City shall pay to each employee the holiday pay which he/she has so elected to receive for that fiscal year. Additionally, each employee who wishes to may take up to five (5) Banked Holidays in holiday pay provided he notifies in writing the clerk of the Police Department prior to February 15 of each fiscal year

also to be paid out on or before the third (3<sup>rd</sup>) payday in March of each fiscal year.

**Section 32.4** - If any employee has to his credit days off for unused holidays or pay not yet received for holidays at the time of his retirement, death or resignation, he or his widow(er) shall receive, at the time of such retirement, death or resignation, holiday pay for each such unused holiday off or unreceived pay. If such employee shall die and is not survived by a widow(er), such holiday pay shall be paid to his survivor as designated in his insurance policy with the City of Bridgeport, per Article 30, Section 2.

**Section 32.5** - Each employee will be given his choice of days, for holidays off, provided, it does not interfere with the normal running of the department and can be used prior to being earned, in that agreement year. Holidays, days-off may be accumulated during the year and from year to year. If, in the judgment of the Board of Police Commissioners, it is impractical to grant days off for unused holidays to certain employees, said Board shall certify this fact to the Personnel Director and such employee shall be paid for each holiday. With the exception of the Patrol Division, Detective Division, and the Union President, the Chief of Police or his designee shall have the right to determine which division shall remain open on any given holiday. The employees assigned to any division which is closed on any given Holiday in accordance with this Section shall have the right to elect to take either a vacation day, compensatory day or a holiday for that day off. The Chief of Police's decision in any given year will have no precedential effect for any future year.

**Section 32.6** - For purposes of this Article, the following days shall be considered legal holidays: New Year's Day, Martin Luther King's Birthday, President's Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

**Section 32.7** - If the Mayor officially proclaims on a non-collective bargaining basis a holiday off with pay for all other City employees (other than employees of the Board of Education), this bargaining unit shall receive the same benefit.

**Section 32.8** - Each year, each employee shall be given a copy of his/her banked holidays by the Police Department Clerk.



## ARTICLE 33

### VACATIONS

**Section 33.1** - Subject to the needs and normal operation of the department by the Chief of Police, or his designee, each employee will be given his choice of vacation days. In case of conflict, seniority shall be recognized as the determining factor, provided however, that Section 8 of this Article is complied with.

**Section 33.2** - The vacation period shall be from April 1 to March 31 following. If, due to the pressure of department business, or by reason of emergency or the requirements of public safety, health or welfare, the department finds it impossible to grant a vacation, or to grant full vacation of an employee in the department, the Chief of Police or his designee shall certify this fact to the Personnel Director, and such employee shall be paid the sums which would have been due to him while on vacation, in addition to his usual salary or wage. If any vacation carryover is unreasonably denied, such denial may be appealed to the Board of Police Commissioners.

**Section 33.3** - Vacation leave shall not be cumulative, but shall be taken during the period of April 1 to March 31 following, except if, during any agreement year, an employee, because of sick leave or injury leave is required to cancel all or part of his previously selected vacation leave, and if said employee is unable, because of the limitations provided for in this Article involving the department's necessities, to reschedule, such canceled vacation leave may be taken by said employee during the following agreement year, subject to the limitations of this Article but, additionally, any employee with ten (10) or more years of service, at the employee's option, may carry over into the next vacation year up to a maximum of two (2) vacation weeks, but if said carry-over weeks are not used in said following vacation year, the employee shall be paid for any unused portions thereof at the rate in effect when the entitlement arose and shall be paid on or about the first pay period in May of each year. If said employee dies, prior to the use of such carry-over vacation week(s), the survivor shall be paid for said vacation week(s) at the rate of pay as they were earned. The amount of vacation to be granted to each employee during any vacation year shall be computed according to the length of continuous service of such employee on March 31, of such vacation year. No employee shall be granted vacation in excess of the amount he has earned.

**Section 33.4** - Where the work week of the particular employee does not coincide with the calendar week, then, in that event, the calendar week shall be deemed to mean of period of seven (7) consecutive days commencing with the first day of the working week of the individual employee.

**Section 33.5** - Any employee who is entitled to a vacation at the time of his retirement, shall receive pay for all such unused vacation leave. In the event that any employee is entitled to vacation leave at the time of his death, his widow(er) shall receive the vacation pay on the same basis as that to which the employee is entitled for a vacation leave due at the time of retirement. If the employee does not have a widow(er), then, in that event, the vacation pay shall be distributed to the beneficiary as stipulated on the beneficiary card of the City's Life Insurance Group Policy, for such employee, per Article 30, Section 2.

**Section 33.6** - Any employee may change all or part of his vacation at any time provided that such newly selected vacation is not in conflict with the vacations previously selected, or with holiday days off previously selected and provided that such employee notified, in writing, the commanding office of his division, not less than one (1) day prior to the date when his previously selected vacation is to start, whichever comes first, giving both the original date and the new inclusive dates.

**Section 33.7** - Employees with continuous municipal service shall receive the following allotment of annual vacations, effective on the anniversary date of the employee and taken within the vacation year as specified in Section 3, of this Article. For purposes of this Article, a vacation week shall be five (5) working days.

Less than one (1) year of service...one (1) day of vacation with pay, for each month of such continuous service, but not to exceed one (1) week.

One (1) year, but less than five (5) years...two (2) weeks vacation.

Five (5) years, but less than ten (10) years...three (3) weeks vacation.

Ten (10) years, but less than fifteen (15) years...four (4) weeks vacation.

Fifteen (15) years, but less than twenty (20) years...four (4) weeks and three (3) days vacation.

Twenty (20) years and over...five (5) weeks and three (3) days vacation.

Each employee may split up two (2) weeks of vacation, five (5) working days, for each such vacation week to be taken as requested by the employee, subject to the needs and normal operations of the department.

Manpower levels will not be a basis for denying vacation requests, except in emergency situations.

**Section 33.8**

(A) No employee regardless of seniority, shall choose more than two (2) weeks of vacation during the period of June 1 to September 30, until all employees of that same division or platoon shall have chosen up to two (2) weeks vacation, providing however, that Section (C) (i) and Section (C) (ii) are complied with. Vacation selections will be granted on the basis of Departmental Seniority.

(B) Each successive week of vacation, beyond two (2) weeks, shall be chosen on the same basis of seniority. Exceptions to the above may be permitted only upon the approval of the Chief of Police or his representative.

(C) The basis for determining preference of vacation weeks shall be as follows:

(i) Each employee shall submit three (3) choices of vacation, first, second and third choice, prior to March 1, for vacations commencing on April 1 to be taken by seniority between April 1 and September 30.

(ii) Each employee shall submit three (3) choices of vacation, first, second and third choice, prior to September 15 of each vacation year, for vacations taken by seniority between October 1 and March 31.

(iii) If vacations are not submitted as stipulated in Section (C) (i) and/or Section (C) (ii) of this Article then, in that case, vacations shall be approved on a "first come/first serve" basis. Ties shall be broken by the toss of a coin in the presence of the employee's respective commanding officer or an officer as designated by the respective commanding officers.

**Section 33.9** - Should any member of this department terminate his employment with the department for reason other than dismissal, retirement or death and has not used up the vacation he has previously earned and is entitled to receive under this agreement, he shall receive such vacation pay, prorated from April 1 to the date of termination prior to such termination or at the discretion of the department, may be paid for such unused vacation time on the basis as Section 5 of this Article.

**Section 33.10** – All police personnel shall bank all unused Vacation time for the fiscal year July 2008 to

June 2009. All unused vacation days shall be converted into either holidays or compensatory days

## ARTICLE 34

### INJURY LEAVE/SICK LEAVE

**Section 34.1** - Employees who are absent from work as a result of job-related injury or illness, and who are eligible for and receiving payments for disability under the Worker's Compensation Act, shall receive payments for the difference between the Worker's Compensation benefit and their net straight time pay not to exceed eighteen (18) months. Officers must report work injuries to their superior officer as soon as he becomes aware that the injury or disability was suffered in the line of duty. For purposes of this Agreement, the term "net straight pay" shall be calculated to equal an officer's straight-time wages based on their current rank. The following items will be excluded in this order: 1) CMERS payments; 2) Medical premium share payments; 3) Tax withholding; 4) Union dues. The supplement referenced herein if due shall be paid by the City on the normal pay day. In addition, if an employee is out on Workers' Compensation and the supplement does not cover the medical premium share that employee shall be treated consistent with the City's practice with other bargaining units. Upon receiving a report that any employee has been injured or disabled in the performance of duty, the superior officer shall make an appropriate entry in the departmental records and an appropriate report of same to the clerk of the department on the form provided. Each employee so injured or disabled shall have the right to choose a physician or physicians from a list of approved health care providers on the City of Bridgeport's Workers Compensation Managed Care Plan, as such may be modified from time to time by the plan administrator and approved by the Workers Compensation Commissioner; provided that an employee may continue to treat with a physician or physicians with whom he/she has been treating where a subsequent injury is a reoccurrence of a prior injury as determined by the Commissioner.

**Section 34.2** - As a result of the Arbitration Award in Case No. 9192-MBA-41, effective December 1, 1992, the provisions of C.G.S. Section 7-433(c), as amended, pertaining to heart and hypertension benefits, shall be incorporated herein.

**Section 34.3** - The Union agrees that patrol officers shall be able to work light duty in the identification

unit at the patrol rate, in patrol or designated uniform. There shall be no reduction in the number of detectives assigned to this unit as a result of the utilization.

**Section 34.4** – Employees on Worker’s Compensation shall be granted leave until they reach maximum medical improvement.

**Section 34.5** - Sick leave may be used by any employee incurring any illness or disability, including pregnancy, which causes the employee to be unable to perform the regular duties of his/her employment, up to the limit of the employee’s accumulation. Up to five (5) days per fiscal year of sick leave may also be used in the event of sickness or disability of a member of the employee’s household, or relative for whom the employee has a major care responsibility, which requires the employee to be absent from his/her normal duties.

(A) Effective July 1, 2023, all employees shall earn 1.25 days of sick leave per month to a maximum fifteen (15) days of sick leave in each fiscal year.

(B) The maximum number of sick days that an employee may accrue is two hundred-thirty (230) days. Upon retirement, only those employees actively employed on July 1, 2023, shall be compensated for fifty (50%) percent of their accrued sick days. New employees hired after ratification of this agreement will not be compensated for any accrued sick days upon retirement or separation of employment with the City.

(C) The Union shall have the right to set up a sick leave bank to be used for serious illness. In the event the Union wishes to close and/or end the sick leave bank it shall either wind down the banked days to zero (0) or simply end the bank with no days redistributed to employees or the City. The Union shall hold the City harmless for any action of any kind taken against the City concerning the aforementioned sick leave bank. The phrase “hold harmless” shall include but shall not be limited to payment to the City for all reasonable attorney’s fees and costs incurred by the City. The Union covenants and agrees that it shall not file any MPP, grievance, or action against the City concerning the aforementioned sick leave Bank. Officers in order to be eligible to receive sick time from the sick leave bank must contribute four (4) days of sick time on or before July 1, 2015. Officers hired after July 1, 2015 in order to be eligible to receive

sick time from the sick leave bank must contribute two (2) days of sick time at the commencement of their second year of employment and two (2) days at the commencement of their third year of employment. Once officers have contributed sick days to the bank the City shall on a one time basis contribute three hundred sixty-five (365) days to the bank.

## **ARTICLE 35**

### **FUNERAL AND PERSONAL LEAVE**

**Section 35.1** - Each employee shall be granted leave with pay in the event of death in his immediate family. Such leave shall start on the day of the death and continue through and include the day of the burial, except that in no event shall such leave be less than three (3) days commencing with the day of death.

**Section 35.2** - For the purpose of this Article the term "immediate family" shall mean and include the following: Mother, Father, Mother-In-Law, Father-In-Law, Sister, Brother, Wife, Husband, Child, Grandparents, Grandchildren, Step Parents, Foster Parents, and Substitute Parents, Daughter-In-Law, and Son-In-Law. In addition, each employee shall be granted leave with pay of one (1) day to attend the funeral or wake of his Brother-In-Law, Sister-In-Law, Step Brother, Step Sister, Aunt or Uncle.

**Section 35.3** - Each employee shall be granted four (4) personal days each year for the purpose of conducting personal business, which, if unused, shall be converted into a banked holiday. Probationary employees are not eligible to use a personal day until completion of their probationary period.

**Section 35.4** - Approval of a personal day can't be unreasonably withheld except that the City will have the sole discretion to deny such request if it coincides with Thanksgiving Day, the day after Thanksgiving, Christmas or New Years

## **SECTION VI - MISCELLANEOUS**

### **ARTICLE 36**

#### **RESIDENCY**

**Section 36.1** - There shall be no residency requirement for employees of the Bridgeport Police Department covered by the collective bargaining agreement

### **ARTICLE 37**

## EXTRA POLICE

**Section 37.1** - Whenever any person or organization, profit or non-profit, is required to or shall seek the services of employees of the Police Department for extra police work, all such work shall be assigned through the Police Department on a rotation basis and is to be voluntary on the part of the employee. .

**Section 37.2 (A)** The rate of pay for Extra Police Work, will be calculated at Sergeant's pay first step for all officers performing this work and shall be paid at time and one-half (1 ½), with a guarantee of a minimum of four (4) hours pay per assignment, except that, all work performed in excess of eight (8) hours in any one day shall be at time and one half (1 ½) the outside overtime hourly rate of a Sergeant's pay First Step or rank, whichever is applicable.

**(B)** Extra Police. The City shall have the right to set and increase the surcharge rate. The current rate of seventeen dollars (\$17.00) per hour will be increased to thirty dollars (\$30.00) per hour effective July 1, 2023. Thereafter, the City will have the right to increase the surcharge by 5% per fiscal year. This increase is applicable to construction, utility and road jobs, department store work, small businesses (less than ten (10) employees) or any special events expressed or not expressed in the contract This pay shall not be retroactive.

**Section 37.3** - Whenever such person or organization, other than the City of Bridgeport or the Barnum Festival Street Parade, requires or requests such police officer for extra work, profit or non-profit organization, the police officer so assigned will be assigned pursuant to Section 1 of this Article. At all events where six (6) or more officers are assigned, one (1) Detective shall be assigned for each six (6) officers assigned. At no time shall the Police Department authorize auxiliary police or special police to areas of outside extra employment thereby reducing the employment of the regular police of the Bridgeport Police Department, pursuant to this Article, except in cases of extreme emergency. Special Police Officers appointed under Section 23-6 of the City ordinance shall be restricted to the original place of employment.

**Section 37.4** - Whenever such person or organization, whether profit or non-profit, shall require the services of such police officers for extra work on Thanksgiving Day, the day before Christmas, Christmas Day, New Year's Eve after 4:00 p.m., and New Year's Day, the rate of pay for such work shall be time and one-half

(1 1/2) the outside overtime hourly rate of pay of such officer or rank, whichever is applicable.

**Section 37.5** - To insure the proper and efficient operation of Extra Police Work, the Rules governing such work are attached hereto as Note #15. Any changes, deletions or additions to such attached Rules shall be implemented upon mutual agreement of the City and the Union.

**Section 37.6** - Should the necessity arise to cancel the police officer so hired by such person, or organization, a minimum of one (1) hour notice shall be given prior to the starting time. If such person or organization fails to give this minimum of one (1) hour notice, and the police officer has already left his house for the place of employment, such person or organization shall be required to pay the minimum of four (4) hours pay.

**Section 37.7** - The efficiency of the department shall not be impaired in order to provide extra police work for any person or organization.

**Section 37.8** - The rate of pay for outside work provided in Section 2 above may be changed with the agreement of the Union and the City, however, such rate shall not exceed that specified in Section 2.

**Section 37.9** - Whenever an Officer, assigned to the overtime office, is unable to fill an overtime job within twenty-four (24) hours of said job with a Police Officer, the job may be filled by a Detective from an alphabetical Detective list. Such Detective assignment shall be paid at the Sergeant's first step as described in 37.2(A) rate of pay and said Detective shall wear a Police Officer's uniform with the Detective Shield.

It is expressly understood that the list of Police Officers shall be exhausted before hiring a Detective. In the event a Detective is unavailable, the Sergeants shall be asked in alphabetical order if they would accept the extra duty assignment, which will be paid at the Sergeant's first step as described in 37.2(A) work rate of pay.

If no Sergeant is available, a Lieutenant, Captain or Deputy Chief, in ascending order of rank, shall be asked to work in alphabetical order and shall be paid at the Sergeant's first step as described on 37.2(A) extra police work rate of pay.

## ARTICLE 38



## OUTSIDE EMPLOYMENT

**Section 38.1** - The City hereby gives permission to the employees to obtain part-time employment other than police work.

(A) An employee shall submit to the City on October 1st, of every year, in writing, a statement as to the:

- a. Nature of employment and/or name of employer.
- b. Telephone numbers for emergency response.

**Section 38.2** - The employee shall resubmit such statement if there is any change in the above information and shall update required outside employment information every October 1st, on the standard department form.

**Section 38.3** - No employee shall accept employment which is in conflict with his position as a police officer as defined by state statute.

**Section 38.4** - No employee shall work such hours per week or engage in such physical employment as will hinder the performance of his duties in the department.

**Section 38.5** - Any employee operating a business which employs on a steady basis other department employees shall promptly report same to the department.

**Section 38.6** - An employee shall notify the City as to any injuries received in said "outside" employment.

**Section 38.7** - The conditions set forth above shall be the only criteria concerning the rights to "outside" employment.

## ARTICLE 39

### SAVINGS CLAUSES

**Section 39.1** - Should any provision of this agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, it being the intention of the parties that no portion of this agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

## ARTICLE 40

## **NONDISCRIMINATION**

**Section 40.1** - The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, handicap, marital status, race, color, creed, national origin, or any other class protected by applicable laws, political affiliation or union membership.

## **ARTICLE 41**

### **GENERAL PROVISION**

**Section 41.1** - No employee of the department shall be required to do the work of any other bargaining unit, such as shutting off of fire hydrants. The only time Police Officers will be required to turn off fire hydrants is when, without the assistance of the Police Department, an emergency could be created or a fire fighter could be in danger of physical attack.

## **ARTICLE 42**

### **CIVILIANIZATION**

**Section 42.1** - The City will civilianize the job functions and/or assignments in the following areas: Payroll Clerks (KRONOS); Assistants in Clerk's Office; MIS; Data Analysts; Traffic Engineers; Electric Maintenance Officers; Photo Technicians; Records Room (except for the Sergeant and Lieutenant); Detention (by any means except use of special officers); Outside Overtime Office (The current officer assigned to the Overtime Office, PO Rivera, will remain until his assignment is completed pursuant to Article 7.5(A) at three (3) years from his initial assignment to the position.); Animal Control; Auxiliary Services (all functions except for investigative and appeals functions); and the property room (except that the property room shall remain under the direction of a sergeant, which position shall be biddable, separate from the supervisor of the Records Room). The Chief shall assign one supervisor (Sergeant, Lieutenant or Captain) to oversee Payroll (KRONOS) and the Outside Overtime Office. The current officer in KRONOS can be removed from this assignment anytime after six (6) months from ratification.

The City may hire Parking Enforcement Assistants during B shift hours to tag parking violations in the enforcement of parking ordinances. The employment of said parking enforcement assistants shall not in any way serve as the basis for the elimination of police personnel. If the City seeks to hire more than twelve

(12) such Parking Enforcement Assistants, it shall first negotiate with the Union.

The Records Room is not a biddable position, except for the Sergeant and Lieutenant position.

#### **ARTICLE 43**

##### **LIGHT DUTY**

The job functions and assignments which will be civilianized, as reflected in Article 42, shall constitute shared work to which light duty employees may be assigned. The Chief may assign light duty employees to the civilianized functions and/or assignments anywhere in the Department, including CAD and may adjust the schedules of such light duty employees as necessary. The assignments of employees to light duty will not exceed the time necessary for the light duty employee to recover to the extent necessary to allow him to return to his regular position; or until it is determined that he will not recover to the extent necessary to allow him to return to his regular position; in which latter case continued assignment to a light duty position will be at the discretion of the Chief.

#### **ARTICLE 44**

##### **CONSECUTIVE ABSENCE POLICY**

###### **Section 44.1**

(A) The procedures of this Section shall be implemented by the City when an employee who has been absent (for either job-related or non-job-related reasons) cannot return to work but no sooner than twenty-six (26) weeks from the date of the initial absence.

(B) Upon notification from the City to the employee pursuant to Section a. above, the employee must within sixty (60) days present certification from his physician that the employee is able to perform or will be able to perform his job within eighteen (18) months of the date of initial absence. The City shall have the right to send said employee to a physician of its choosing if it so desires. In the event the City elects to send said employee to a physician of its choosing then the City shall pay any out of pocket expenses incurred by said employee for this physician appointment. The initial date of absence shall be the first day the employee was unable to report to work due to illness or injury. Successive periods of absence separated by less than three (3) calendar months are considered as the same absence when the illness or injury rendering

the employee absent remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date of absence. If an employee's physician does not certify that the employee is able to perform without limitation the duties of his position or, if in the opinion of a physician selected by the City, the employee is found to be unable to perform said duties, the City may terminate the employee.

(C) When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the City, a third medical opinion shall be obtained. For such a purpose, the employee shall select the third physician from a list of three physicians (with the appropriate medical specialty) selected by the City's insurance provider. In this conflict of opinion situation the third medical opinion shall prevail.

(D) In the event the employee does not report for the required medical evaluations, the employee may be terminated and such termination shall be deemed to be for just cause.

(E) In the event the employee returns to work within eighteen (18) months, the employee shall suffer no loss in continuous service or seniority rights.

## **ARTICLE 45**

### **DURATION**

**Section 45.1** - For purposes of this agreement, the effective time will be 00.01 hours, July 1, 2021. The duration of this agreement extend through June 30, 2026 as it applies to all issues in the agreement.

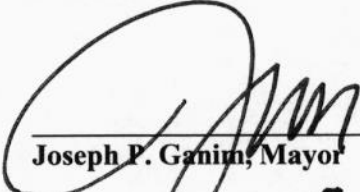
**Section 45.2** - Either party wishing to amend or modify such agreement may so notify the other party, in writing by certified mail, no earlier than November 1, 2020, nor less than one hundred twenty (120) days prior to June 30, 2026

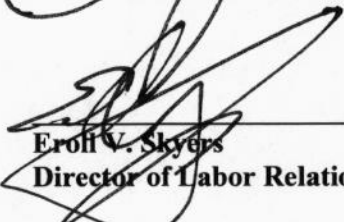
**Section 45.3** - The City may re-open this agreement concerning any proposed further civilianization of the Communications Center upon thirty (30) days notice to the Union.

**Signature Page**

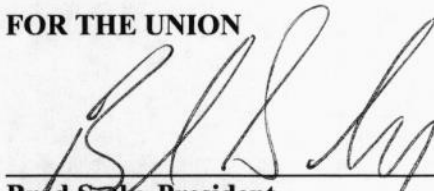
In Witness Whereof, the parties have caused their names to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

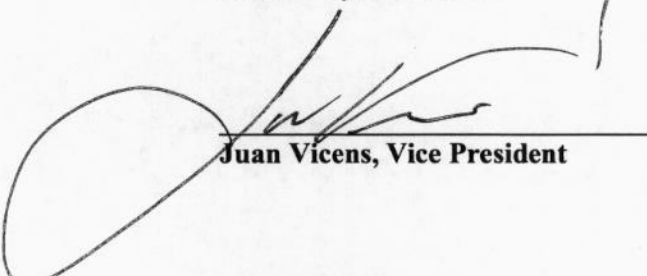
**FOR THE CITY**

  
\_\_\_\_\_  
**Joseph P. Ganim, Mayor**

  
\_\_\_\_\_  
**Erolf V. Skyers  
Director of Labor Relations**

**FOR THE UNION**

  
\_\_\_\_\_  
**Brad Seely, President**

  
\_\_\_\_\_  
**Juan Vicens, Vice President**

ADMINISTRATIVE SCHEDULEAD

Jan - 90

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Feb - 90

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Mar - 90

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Apr - 90

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May - 90

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Jun - 90

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July - 90

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Aug - 90

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 8. 8860088880008888600888800088886

Sept - 90

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Oct - 90

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Nov - 90

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Dec - 90

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12. 0088886008888000888860088880008

WORK WEEK OF 35.153 OR 35.2 HOURS PER WEEK. THE SEQUENCE IS FOUR 8 HOUR DAYS AND ONE 6 HOUR DAY FOLLOWED BY TWO DAYS OFF. FOUR 8 HOUR DAYS FOLLOWED BY THREE DAYS OFF AND SO ON.

\*ADMINISTRATIVE SCHEDULE IS SHOWN WITH FRIDAYS AS 6 HOURS OR OFF DAY ONLY FOR ILLUSTRATIVE PURPOSES. THE SIX (6) HOURS DAY OR OFF DAY MAY ALSO BE ANOTHER DAY OF THE WEEK.

THE ROTATION ESTABLISHED IN 1990 SHALL CONTINUE INTO SUBSEQUENT YEARS.

**NOTES**

(EXTRA POLICE WORK RULES)

NOTE 1 - The rates set forth in these appendices are annual rates.

NOTE 2 - The top step for the classification of Detective, shall be thirteen percent (13%) above the top step for Police Officers; the top step for the classification of Sergeant shall be fifteen percent (15%) above the top step for Police Officer; the top step for the classification of Lieutenant shall be fifteen percent (15%) above the top step for Sergeant; the top step for the classification of Captain shall be fifteen percent (15%) above the top step for Lieutenant; and, the top step for the classification of Deputy Chief shall be fifteen percent (15%) above the top step for Captain.

NOTE 3 - Any Police Officer (except as indicated in Note 11) with less than six (6) months of service, and any other employee with less than one (1) year of service, in their classification, shall be paid at Step 1 of the salary range of their classification, upon appointment or promotion.

NOTE 4 - Any Police Officer (except as indicated in Note 12) who has completed six (6) months of service shall be paid at Step 2 of their salary range. Any Detective or Sergeant, who has one or more years of service,

in their classification, and any other higher ranking employee who has completed six (6) months but less than one (1) year service, in their classification, shall be paid at Step 2 of the salary range, and shall move to the Top Step six (6) months after reaching Step 2..

NOTE 5 - Any Police Officer (except as indicated in Note 13), Lieutenant, Captain or Deputy Chief who has completed one (1) but less than two (2) years or service, in their classification, shall be paid at Step 3 of the salary range of their classification on the anniversary date of their promotion or appointment. The Top Step will be reached six (6) months after reaching Step 3.

NOTE 6 - Any Police Officer (except as indicated in Note 14) who has completed two (2) or more years of service in their classification, shall be paid at Step 4 of the salary range for their classification on their anniversary date.

NOTE 7 - With the exception of the class of Police Officer, upon the anniversary date when any employee completes the required amount of service, as provided for herein, such employee shall be advanced to the next higher Step in the salary range of their classification.

NOTE 8 - For the purpose of such salary advancement, the term "anniversary date", as used herein, shall mean the date of promotion.

NOTE 9 - No employee who is being promoted to a higher classification shall be required to take a pay cut by reason of such promotion, and if such would otherwise be the case, he shall be advanced to the next higher Step on the promotional salary plan which will pay such employee an annual salary at least equal to, or in excess of, their annual salary prior to such promotion.

NOTE 10 - The City shall provide and pay for local and state gun permits for every member in the bargaining unit.

NOTE 11 - Any Police Officer hired after January 1, 1986 with less than one and one-half (1 1/2) years of service shall be paid at the first step of the salary range.

NOTE 12 - Any Police Officer hired after January 1, 1986 who has completed one and one-half (1 1/2) years of service but less than three and one-half (3 1/2) years of service shall be paid at Step 2 of the salary range on their anniversary date.



NOTE 13 - Any Police Officer hired after January 1, 1986 who has completed three and one-half (3 1/2) years of service but less than five (5) years of services shall be paid at Step 3 of the salary range on their anniversary date.

NOTE 14 - Any Police Officer hired after January 1, 1986 who has completed five (5) years of service shall be paid at Step 4 of the salary range on their anniversary date.

NOTE 15 - EXTRA POLICE RULES

Rule 1 - Assignments will be distributed alphabetically from a rotating list. In cases where an emergency arises the Central Area Commander, or his designee, shall detail an officer to cover the request and later notify the outside overtime office so the officer's name would be adjusted on the rotation list.

Rule 2 - When an officer or detective accepts any outside overtime assignment and for any reason said officer cannot cover the assignment, said officer is to notify the outside overtime officer or the Central Area Commander two (2) hours prior to the start of the assignment so that the next officer on the rotating list can be contacted.

At no time shall an officer give his assignment to any one else on penalty of losing his place on the list. No officer will be allowed to give up an outside overtime assignment, that said officer has already accepted, in order to take a departmental overtime assignment on the same day as this would constitute a violation of this Rule.

Rule 3 - Two separate files shall be kept by the outside overtime office: one for uniformed personnel and one for all Plainclothes detectives. Assignments will be voluntary on the part of the officers. All work normally assigned to the Plainclothes shall be distributed amongst Detective personnel.

Rule 4 - The outside overtime office will leave with the Central Area Commander a list, on a rotating basis, of personnel and Plainclothes personnel that would be notified if employees were needed when the outside overtime office is closed. This list would then be taken to the Central Area Commander and the same procedure would be utilized for weekends and holidays. Employees that refused assignments will be noted on the list.

Rule 5 - Any officer who shall receive outside overtime will be paid for the number of hours worked and, if the outside overtime office is notified that the officer was late for his assigned job, the officer will be docked the

time and the employer will be billed accordingly.

Rule 6 - Whenever the Outside Overtime Office contacts an officer for outside overtime, he/she will be asked if they are available for work. The officer must then inform the Overtime Officer what his available work hours are. The Overtime Officer will then assign the officer the job consistent with the officer's availability, if able. If unable, the officer will be marked as not available and dropped to the end of the rotating List.

Rule 7 - Police personnel will not go to the outside overtime office looking for assignments as all jobs will be assigned by direct phone calls from that office or through the Central Area Commander when the Office is closed.

Rule 8 - All officers given outside overtime assignments will report for duty in the uniform of the day.

Rule 9 - All assignments will be given out from the rotation list and the list will be open for inspection by Union authorized representatives.

Rule 10 - If an officer or detective is off duty, sick or injured the last day of his shift and the officer is scheduled for an outside overtime job(s), the officer will forfeit this assignment(s) due to his condition and the officer shall not be eligible to work any outside overtime until the officer has returned to his/her regular tour of duty or would have returned had he/she not been scheduled to be off for vacation or holiday or other approved leave. The officer will not lose his place on the rotation list. Central Area Commanders will send to the outside overtime office a sick or injured list covering their shifts.

Rule 11 - When any person or organization shall require the services of officers of the Bridgeport Police Department, they will be notified and an investigation will be made and then they will be informed as to what number of officers and supervisors they will need.

Rule 12 - The maximum outside overtime of an employee, if any calendar month, shall not exceed a total of eighty (80) hours worked. Whenever it becomes necessary to use an employee who has achieved the maximum of eighty (80) hours, permission to do so must first be granted by the Deputy Chief of administrative services with notification to the Union.

Rule 13 - Any officer or detective refusing an assignment will be dropped to the end of the rotating list. Any officer or detective who violates any of the Rules governing outside overtime shall be removed from the rotation

list for up to thirty (30) days. Any officer or detective that refuses three (3) consecutive assignments shall also be removed from the rotation list for a period of up to thirty (30) days. Any officer or detective who does not show up for an assignment, after accepting same, shall be removed from the rotation list for up to thirty (30) days.

## MILITARY LEAVE POLICY

### **PURPOSE**

To enable employees to secure a leave of absence from work to satisfy military service obligations.

### **SCOPE**

This policy applies to all City of Bridgeport employees.

### **POLICY**

As provided by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), any employee who leaves for and returns from military service in the United States armed forces, including the Coast Guard, the reserves of any of the armed forces, the National Guard or Public Health Service, shall be eligible for continued health care coverage under the City of Bridgeport medical plan for themselves and their families for up to 18 months, subject to the terms and conditions described below. The employee shall also be entitled to reinstatement to their former position or an equivalent position, as described below.

#### **Eligibility**

In order to qualify for a military leave of absence, the employee's service must be in the U.S. armed forces, the reserves, the Coast Guard, the National Guard or the Public Health Service. This policy applies to employees called to active-duty by the United States Government or by proclamation of a State Governor. This policy shall also apply to reserve training leave for inactive duty.

The employee must give the City written notice prior to the leave, unless notice is not possible (i.e., advance notice prohibited because of military necessity).

#### **Continuation of Benefits**

An employee, on an approved military leave of absence, will be entitled to a continuation of their health care (medical, prescription drugs, dental, and vision care) benefits through the City subject to the following conditions:

1. If the military leave will be for a period of twelve (12) months or less, the employee must continue to make his/her regular contributions towards the cost of health care coverage for the employee and his/her dependents.
2. If the military leave exceeds twelve (12) months, the employee may choose to continue health care benefits and will be responsible for the appropriate CORBA rates.
3. For employee on active duty, coverage through military health services is the employee's primary coverage. However, if the employee seeks care not covered by the military health plan, the coverage under the City's health care plan will be primary. For the employee's spouse and dependents, the City's health care coverage shall remain their primary coverage.

### **Job Reinstatement**

Following release from military service, an employee shall have such right to reinstatement, as may be required by State and Federal law in effect at the time the employee applies for reinstatement.

A returning employee's period of military service will be counted in determining the employee's vacation, personal and sick leave. In addition, this time will also be counted as covered service for vesting purposes of retirement benefits. However, the employee must make all of the required contributions to the retirement plan for the period of military service. The contributions must be paid within a period equivalent to three times the length of military service, up to a maximum of five years.

### **Use of Paid and Unpaid Leave**

Per C.G.S. § 7-461, any reservist for any branch of the U.S. military, shall be paid the difference between their regular salary and their military salary, for up to thirty (30) days in any calendar year, while they are engaged in field training. If the military salary exceeds the regular salary, the military compensation shall prevail. All other military leave shall be unpaid. If an employee has accrued paid leave (i.e., vacation and personal day), the employee may use his/her accumulated paid leave during their military leave. If the employee does not use accrued paid leave, this time will be credited to the employee upon his/her retirement.

### **Procedures**

An employee requesting a military leave must submit a request to their Department Head and then to the Director of Labor Relations. The employee must give the City advance written notice when possible.

In order to be reinstated, employees must notify the City upon discharge from military duty or within a reasonable time thereafter if the delayed notice is due to factors beyond the employee's control.

Failure to follow these procedures will result in the employee losing their entitlement to the benefits, as provided by this policy. Any employee who does not notify the City following their discharge from military service, in accordance with State and Federal law, will be considered to have voluntarily resigned.

**EXHIBIT A**

| EFFECTIVE DATE | GROUP/BU | GRADE/RANK OR PAYBAND | DESCRIPTION    | STEP/LEVEL | HOURLY RATE | ANNUAL SALARY |
|----------------|----------|-----------------------|----------------|------------|-------------|---------------|
| 07/01/2021 P   |          | 3401                  | POLICE OFFICER | 0          | 0           | 0             |
| 07/01/2021 P   |          | 3401                  | POLICE OFFICER | 1          | 32.2775     | 58913         |
| 07/01/2021 P   |          | 3401                  | POLICE OFFICER | 2          | 35.6946     | 65150         |
| 07/01/2021 P   |          | 3401                  | POLICE OFFICER | 3          | 39.7661     | 72581         |
| 07/01/2021 P   |          | 3401                  | POLICE OFFICER | 4          | 42.4168     | 77419         |
| 07/01/2021 P   |          | 3404                  | POLICE DET     | 0          | 0           | 0             |
| 07/01/2021 P   |          | 3404                  | POLICE DET     | 1          | 45.7094     | 83429         |
| 07/01/2021 P   |          | 3404                  | POLICE DET     | 2          | 47.9311     | 87484         |
| 07/01/2021 P   |          | 3405                  | POLICE SGT     | 0          | 0           | 0             |
| 07/01/2021 P   |          | 3405                  | POLICE SGT     | 1          | 47.1997     | 86149         |
| 07/01/2021 P   |          | 3405                  | POLICE SGT     | 2          | 48.7772     | 89028         |
| 07/01/2021 P   |          | 3406                  | POLICE LT      | 0          | 0           | 0             |
| 07/01/2021 P   |          | 3406                  | POLICE LT      | 1          | 52.9618     | 96666         |
| 07/01/2021 P   |          | 3406                  | POLICE LT      | 2          | 54.5194     | 99509         |
| 07/01/2021 P   |          | 3406                  | POLICE LT      | 3          | 56.0932     | 102381        |
| 07/01/2021 P   |          | 3407                  | POLICE CAPTAIN | 0          | 0           | 0             |
| 07/01/2021 P   |          | 3407                  | POLICE CAPTAIN | 1          | 58.8906     | 107487        |
| 07/01/2021 P   |          | 3407                  | POLICE CAPTAIN | 2          | 61.6974     | 112610        |
| 07/01/2021 P   |          | 3407                  | POLICE CAPTAIN | 3          | 64.508      | 117740        |
| 07/01/2021 P   |          | 3408                  | POL DEP CHIEF  | 0          | 0           | 0             |
| 07/01/2021 P   |          | 3408                  | POL DEP CHIEF  | 1          | 67.4103     | 123037        |
| 07/01/2021 P   |          | 3408                  | POL DEP CHIEF  | 2          | 70.7194     | 129077        |
| 07/01/2021 P   |          | 3408                  | POL DEP CHIEF  | 3          | 74.1858     | 135404        |
| 07/01/2022 P   |          | 3401                  | POLICE OFFICER | 0          | 0           | 0             |
| 07/01/2022 P   |          | 3401                  | POLICE OFFICER | 1          | 33.2456     | 60680         |
| 07/01/2022 P   |          | 3401                  | POLICE OFFICER | 2          | 36.7658     | 67105         |

|              |      |                |   |         |        |
|--------------|------|----------------|---|---------|--------|
| 07/01/2022 P | 3401 | POLICE OFFICER | 3 | 40.9587 | 74758  |
| 07/01/2022 P | 3401 | POLICE OFFICER | 4 | 43.6895 | 79742  |
| 07/01/2022 P | 3404 | POLICE DET     | 0 | 0       | 0      |
| 07/01/2022 P | 3404 | POLICE DET     | 1 | 47.0809 | 85932  |
| 07/01/2022 P | 3404 | POLICE DET     | 2 | 49.3695 | 90109  |
| 07/01/2022 P | 3405 | POLICE SGT     | 0 | 0       | 0      |
| 07/01/2022 P | 3405 | POLICE SGT     | 1 | 48.6154 | 88733  |
| 07/01/2022 P | 3405 | POLICE SGT     | 2 | 50.2405 | 91699  |
| 07/01/2022 P | 3406 | POLICE LT      | 0 | 0       | 0      |
| 07/01/2022 P | 3406 | POLICE LT      | 1 | 54.5507 | 99566  |
| 07/01/2022 P | 3406 | POLICE LT      | 2 | 56.155  | 102494 |
| 07/01/2022 P | 3406 | POLICE LT      | 3 | 57.7755 | 105452 |
| 07/01/2022 P | 3407 | POLICE CAPTAIN | 0 | 0       | 0      |
| 07/01/2022 P | 3407 | POLICE CAPTAIN | 1 | 60.6575 | 110712 |
| 07/01/2022 P | 3407 | POLICE CAPTAIN | 2 | 63.5481 | 115988 |
| 07/01/2022 P | 3407 | POLICE CAPTAIN | 3 | 66.443  | 121272 |
| 07/01/2022 P | 3408 | POL DEP CHIEF  | 0 | 0       | 0      |
| 07/01/2022 P | 3408 | POL DEP CHIEF  | 1 | 69.4325 | 126728 |
| 07/01/2022 P | 3408 | POL DEP CHIEF  | 2 | 72.8407 | 132949 |
| 07/01/2022 P | 3408 | POL DEP CHIEF  | 3 | 76.4114 | 139466 |
| 07/01/2023 P | 3401 | POLICE OFFICER | 0 | 0       | 0      |
| 07/01/2023 P | 3401 | POLICE OFFICER | 1 | 37.8687 | 69118  |
| 07/01/2023 P | 3401 | POLICE OFFICER | 2 | 42.1877 | 77001  |
| 07/01/2023 P | 3401 | POLICE OFFICER | 3 | 45      | 82134  |
| 07/01/2023 P | 3401 | POLICE OFFICER | 4 | 45.4499 | 82955  |
| 07/01/2023 P | 3404 | POLICE DET     | 0 | 0       | 0      |
| 07/01/2023 P | 3404 | POLICE DET     | 1 | 48.4934 | 88510  |



|              |      |                |   |         |        |
|--------------|------|----------------|---|---------|--------|
| 07/01/2023 P | 3404 | POLICE DET     | 2 | 50.8504 | 92812  |
| 07/01/2023 P | 3404 | POLICE DET     | 3 | 51.3587 | 93740  |
| 07/01/2023 P | 3405 | POLICE SGT     | 0 | 0       | 0      |
| 07/01/2023 P | 3405 | POLICE SGT     | 1 | 50.0741 | 91395  |
| 07/01/2023 P | 3405 | POLICE SGT     | 2 | 51.7479 | 94450  |
| 07/01/2023 P | 3405 | POLICE SGT     | 3 | 52.2655 | 95395  |
| 07/01/2023 P | 3406 | POLICE LT      | 0 | 0       | 0      |
| 07/01/2023 P | 3406 | POLICE LT      | 1 | 56.1872 | 102553 |
| 07/01/2023 P | 3406 | POLICE LT      | 2 | 57.8396 | 105569 |
| 07/01/2023 P | 3406 | POLICE LT      | 3 | 59.5091 | 108616 |
| 07/01/2023 P | 3406 | POLICE LT      | 4 | 60.104  | 109702 |
| 07/01/2023 P | 3407 | POLICE CAPTAIN | 0 | 0       | 0      |
| 07/01/2023 P | 3407 | POLICE CAPTAIN | 1 | 62.4769 | 114033 |
| 07/01/2023 P | 3407 | POLICE CAPTAIN | 2 | 65.4547 | 119468 |
| 07/01/2023 P | 3407 | POLICE CAPTAIN | 3 | 68.4365 | 124910 |
| 07/01/2023 P | 3407 | POLICE CAPTAIN | 4 | 69.1205 | 126159 |
| 07/01/2023 P | 3408 | POL DEP CHIEF  | 0 | 0       | 0      |
| 07/01/2023 P | 3408 | POL DEP CHIEF  | 1 | 71.5154 | 130530 |
| 07/01/2023 P | 3408 | POL DEP CHIEF  | 2 | 75.0256 | 136937 |
| 07/01/2023 P | 3408 | POL DEP CHIEF  | 3 | 78.7037 | 143650 |
| 07/01/2023 P | 3408 | POL DEP CHIEF  | 4 | 79.4909 | 145087 |
| 07/01/2024 P | 3401 | POLICE OFFICER | 0 | 0       | 0      |
| 07/01/2024 P | 3401 | POLICE OFFICER | 1 | 39.0051 | 71192  |
| 07/01/2024 P | 3401 | POLICE OFFICER | 2 | 43.4533 | 79311  |
| 07/01/2024 P | 3401 | POLICE OFFICER | 3 | 46.3499 | 84598  |
| 07/01/2024 P | 3401 | POLICE OFFICER | 4 | 46.8134 | 85444  |
| 07/01/2024 P | 3404 | POLICE DET     | 0 | 0       | 0      |
| 07/01/2024 P | 3404 | POLICE DET     | 1 | 49.9479 | 91165  |

|              |      |                |   |         |        |
|--------------|------|----------------|---|---------|--------|
| 07/01/2024 P | 3404 | POLICE DET     | 2 | 52.3755 | 95596  |
| 07/01/2024 P | 3404 | POLICE DET     | 3 | 52.8994 | 96552  |
| 07/01/2024 P | 3405 | POLICE SGT     | 0 | 0       | 0      |
| 07/01/2024 P | 3405 | POLICE SGT     | 1 | 51.5764 | 94137  |
| 07/01/2024 P | 3405 | POLICE SGT     | 2 | 53.3006 | 97284  |
| 07/01/2024 P | 3405 | POLICE SGT     | 3 | 53.8336 | 98257  |
| 07/01/2024 P | 3406 | POLICE LT      | 0 | 0       | 0      |
| 07/01/2024 P | 3406 | POLICE LT      | 1 | 57.8732 | 105630 |
| 07/01/2024 P | 3406 | POLICE LT      | 2 | 59.5749 | 108736 |
| 07/01/2024 P | 3406 | POLICE LT      | 3 | 61.294  | 111874 |
| 07/01/2024 P | 3406 | POLICE LT      | 4 | 61.9071 | 112993 |
| 07/01/2024 P | 3407 | POLICE CAPTAIN | 0 | 0       | 0      |
| 07/01/2024 P | 3407 | POLICE CAPTAIN | 1 | 64.3513 | 117454 |
| 07/01/2024 P | 3407 | POLICE CAPTAIN | 2 | 67.4182 | 123052 |
| 07/01/2024 P | 3407 | POLICE CAPTAIN | 3 | 70.4892 | 128657 |
| 07/01/2024 P | 3407 | POLICE CAPTAIN | 4 | 71.1943 | 129944 |
| 07/01/2024 P | 3408 | POL DEP CHIEF  | 0 | 0       | 0      |
| 07/01/2024 P | 3408 | POL DEP CHIEF  | 1 | 73.661  | 134446 |
| 07/01/2024 P | 3408 | POL DEP CHIEF  | 2 | 77.2764 | 141045 |
| 07/01/2024 P | 3408 | POL DEP CHIEF  | 3 | 81.065  | 147960 |
| 07/01/2024 P | 3408 | POL DEP CHIEF  | 4 | 81.8761 | 149440 |
| 07/01/2025 P | 3401 | POLICE OFFICER | 0 | 0       | 0      |
| 07/01/2025 P | 3401 | POLICE OFFICER | 1 | 39.7852 | 72616  |
| 07/01/2025 P | 3401 | POLICE OFFICER | 2 | 44.3222 | 80897  |
| 07/01/2025 P | 3401 | POLICE OFFICER | 3 | 47.2769 | 86290  |
| 07/01/2025 P | 3401 | POLICE OFFICER | 4 | 47.7499 | 87153  |
| 07/01/2025 P | 3404 | POLICE DET     | 0 | 0       | 0      |
| 07/01/2025 P | 3404 | POLICE DET     | 1 | 50.9467 | 92988  |

|              |      |                |   |         |        |
|--------------|------|----------------|---|---------|--------|
| 07/01/2025 P | 3404 | POLICE DET     | 2 | 53.4231 | 97508  |
| 07/01/2025 P | 3404 | POLICE DET     | 3 | 53.9573 | 98483  |
| 07/01/2025 P | 3405 | POLICE SGT     | 0 | 0       | 0      |
| 07/01/2025 P | 3405 | POLICE SGT     | 1 | 52.608  | 96020  |
| 07/01/2025 P | 3405 | POLICE SGT     | 2 | 54.3667 | 99230  |
| 07/01/2025 P | 3405 | POLICE SGT     | 3 | 54.9103 | 100222 |
| 07/01/2025 P | 3406 | POLICE LT      | 0 | 0       | 0      |
| 07/01/2025 P | 3406 | POLICE LT      | 1 | 59.0308 | 107743 |
| 07/01/2025 P | 3406 | POLICE LT      | 2 | 60.7664 | 110911 |
| 07/01/2025 P | 3406 | POLICE LT      | 3 | 62.5197 | 114111 |
| 07/01/2025 P | 3406 | POLICE LT      | 4 | 63.1453 | 115253 |
| 07/01/2025 P | 3407 | POLICE CAPTAIN | 0 | 0       | 0      |
| 07/01/2025 P | 3407 | POLICE CAPTAIN | 1 | 65.6382 | 119803 |
| 07/01/2025 P | 3407 | POLICE CAPTAIN | 2 | 68.7667 | 125513 |
| 07/01/2025 P | 3407 | POLICE CAPTAIN | 3 | 71.8989 | 131230 |
| 07/01/2025 P | 3407 | POLICE CAPTAIN | 4 | 72.6182 | 132543 |
| 07/01/2025 P | 3408 | POL DEP CHIEF  | 0 | 0       | 0      |
| 07/01/2025 P | 3408 | POL DEP CHIEF  | 1 | 75.1342 | 137135 |
| 07/01/2025 P | 3408 | POL DEP CHIEF  | 2 | 78.8219 | 143866 |
| 07/01/2025 P | 3408 | POL DEP CHIEF  | 3 | 82.6863 | 150919 |
| 07/01/2025 P | 3408 | POL DEP CHIEF  | 4 | 83.5137 | 152429 |

**EXHIBIT B**

# CONNECTICUT PARTNERSHIP PLAN



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## *A Great Opportunity for Very Valuable Healthcare Coverage*

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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 Expanded Access 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 or visit [osc.ct.gov/ctpartner](https://osc.ct.gov/ctpartner).

| 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<br>Family: \$350 per member (\$1,400 maximum)<br><br><i>Waived for HEP-compliant members</i> | Individual: \$300<br>Family: \$900   |
| Coinsurance (the percentage of a covered expense you pay <b>after</b> 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<br>Family: 4,000   | Individual: \$2,300 (includes deductible)<br>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 <sup>1</sup><br>** 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)                        |

<sup>1</sup> 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.

<sup>1</sup> 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.

# CONNECTICUT PARTNERSHIP PLAN

2.0

## POS MEDICAL BENEFIT SUMMARY

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

### *When you need information about your benefits...*

**CareCompass.CT.gov** is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at **carecompass.quantum-health.com**, or by clicking Sign In on the Care Compass home page
- To view forms, visit **CareCompass.CT.gov/forms**, or click the Forms button at the bottom of the Care Compass home page.

### *When you need benefits support...*

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

### *Earn incentives*

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward!

Visit **CareCompass.CT.gov/providersofdistinction** to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

Doctors, hospitals and provider groups that meet the highest patient care standards are designated "Providers of Distinction." Providers of Distinction members will coordinate your care throughout your entire treatment process, from evaluation through recovery. The best providers within this program are identified as Centers of Excellence.

To view a full list of procedures and incentives, visit **CareCompass.CT.gov/providersofdistinction/#incentives**. Note: The amount of the reward varies by procedure and location.

### *When you need to find the best provider or to find a location for a routine lab test...*

Visit **osc.ct.gov/ctpartner** then scroll to **Find Providers**.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or **use the Find Care tool**.

### *When you're injured...*

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at **CareCompass.CT.gov/orthopedics**.

### *Help Managing and Reversing Diabetes*

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

### *Help Preventing Diabetes*

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit **CareCompass.CT.gov/diabetes**.



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

<sup>+</sup> 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.

<sup>++</sup> 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 [osc.ct.gov/ctpartner](http://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 [osc.ct.gov/ctpartner](http://osc.ct.gov/ctpartner)) and scroll down to Pharmacy under Benefit Summaries.)

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 2023 HEP Requirements:

| PREVENTIVE SCREENINGS                 | AGE        |                     |                     |                     |   |   |   |
|---------------------------------------|------------|---------------------|---------------------|---------------------|---|---|---|
|                                       | 0-5        | 6-17                | 18-24               | 25-29               | 30-39   | 40-49   | 50+   |
| Preventive Visit                      | 1 per year | 1 every other year  | Every 3 years       | Every 3 years       | Every 3 years   | Every 2 years   | Every year  |
| Vision Exam                           | N/A        | N/A                 | Every 7 years       | Every 7 years       | Every 7 years   | Every 4 years   | 50-64: Every 3 years<br>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 (Pap Smear) | N/A        | N/A                 | Every 3 years (21+) | Every 3 years       | Pap smear only every 3 years or Pap and HPV combo screening every 5 years | Pap smear only every 3 years or Pap and HPV combo screening every 5 years   | Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65 |
| Colorectal Cancer Screening†          | N/A        | N/A                 | N/A                 | N/A                 | N/A   | <b>UPDATED</b><br>45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years | 40-44: N/A  |

\* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer  
 \*\* Or as recommended by your physician  
 † NEW: colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services

For those with a chronic condition: The household must meet all preventive and chronic requirements to be compliant.

To check your Health Enhancement Program compliance status, visit [CareCompass.CT.gov](https://CareCompass.CT.gov), then sign in or register for your Quantum Health benefits portal. To view your status, click the My Health tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

### *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.*

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Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at [carecompass.quantum-health.com](http://carecompass.quantum-health.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
- Send a secure message to a Care Coordinator for benefits assistance
- *Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.*

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.



**CONNECTICUT  
PARTNERSHIP PLAN**

2.0

**YOUR BENEFIT RESOURCES**

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

**|** [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)  
**860-702-3560**

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*General benefit questions, Medical, and Health Enhancement Program (HEP)*

**|** Quantum Health  
CareCompass.CT.gov or login to your benefits portal from Care Compass  
**833-740-3258**

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*Prescription drug benefits*

**|** CVS Caremark  
CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass  
**1-800-318-2572**

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[REDACTED]

**|** [REDACTED]  
[REDACTED]  
[REDACTED]

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[REDACTED]

EXHIBIT C

## 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.

**PREMIER  
PROGRAM**

#### USING YOUR BENEFIT IS EASY!

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

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

#### QUALITY VISION CARE YOU NEED.

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

#### GET YOUR PERFECT PAIR

**EXTRA \$20** +

TO SPEND ON  
FEATURED FRAME BRANDS\*

bebe CALVIN KLEIN COLE HAAN FLEXON  
LACOSTE  NIKE  NINE WEST

SEE MORE BRANDS AT [VSP.COM/OFFERS](http://vsp.com/offers)

UP  
TO **40%**  
SAVINGS ON LENS  
ENHANCEMENTS



**Enroll today.**

Contact us: 800.877.7195 or [vsp.com](http://vsp.com)

## YOUR VSP VISION BENEFITS SUMMARY

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

### PROVIDER NETWORK:

VSP Signature

### EFFECTIVE DATE:

01/01/2020



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

### 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](http://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.

©2020 Vision Service Plan. All rights reserved.  
VSP, VSP Vision Care for Life, Eyeconic, and WellVision Exam are registered trademarks. VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners.

EXHIBIT D



**Cigna Dental Benefit Summary**  
**Bridgeport, City & Board of Education**  
**City Employees Only**  
**Plan Renewal Date: 07/01/2023**



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.**

| <b>Cigna Dental PPO</b>   |   |                         |   |                         |
|---|---|-------------------------|---|-------------------------|
| <b>Network Options</b>  | <b>In-Network:<br/>Total Cigna DPPO Network</b> |                         | <b>Non-Network:<br/>See Non-Network Reimbursement</b> |                         |
| <b>Reimbursement Levels</b>   | Based on Contracted Fees                        |                         | Maximum Reimbursable Charge                           |                         |
| <b>Calendar Year Benefits Maximum</b><br>Applies to: Class I, II & III expenses   | \$1,000   |                         | \$1,000   |                         |
| <b>Calendar Year Deductible</b><br>Individual<br>Family   | \$25<br>\$75                                    |                         | \$25<br>\$75  |                         |
| <b>Benefit Highlights</b>   | <b>Plan Pays</b>                                | <b>You Pay</b>          | <b>Plan Pays</b>                                      | <b>You Pay</b>          |
| <b>Class I: Diagnostic &amp; Preventive</b><br>Oral Evaluations<br>Prophylaxis: routine cleanings<br>X-rays: routine<br>X-rays: non-routine<br>Fluoride Application<br>Sealants: per tooth<br>Space Maintainers: non-orthodontic<br>Emergency Care to Relieve Pain (Note: This service is administrated at the in network coinsurance level.) | 100%<br>No Deductible                           | No Charge               | 100%<br>No Deductible                                 | No Charge               |
| <b>Class II: Basic Restorative</b><br>Restorative: fillings<br>Endodontics: minor and major<br>Periodontics: minor and major<br>Oral Surgery: minor and major<br>Anesthesia: general and IV sedation<br>Repairs: bridges, crowns and inlays<br>Repairs: dentures<br>Denture Relines, Rebases and Adjustments                                  | 80%<br>After Deductible                         | 20%<br>After Deductible | 80%<br>After Deductible                               | 20%<br>After Deductible |
| <b>Class III: Major Restorative</b><br>Inlays and Onlays<br>Prosthesis Over Implant<br>Crowns: prefabricated stainless steel / resin<br>Crowns: permanent cast and porcelain<br>Bridges and Dentures  | 50%<br>After Deductible                         | 50%<br>After Deductible | 50%<br>After Deductible                               | 50%<br>After Deductible |

|  |   |
|--|---|
| <b>Benefit Plan Provisions:</b>          |   |
| <b>In-Network Reimbursement</b>          | For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.  |
| <b>Non-Network Reimbursement</b>         | 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.   |
| <b>Cross Accumulation</b>                | 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.  |
| <b>Calendar Year Benefits Maximum</b>    | The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.  |
| <b>Calendar Year Deductible</b>          | This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.  |
| <b>Carryover Provision</b>               | 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.  |
| <b>Pretreatment Review</b>               | Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.  |
| <b>Alternate Benefit Provision</b>       | 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.   |
| <b>Oral Health Integration Program*</b>  | 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.<br>For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to <a href="http://www.mycigna.com">www.mycigna.com</a> or call customer service 24/7 at 1-800-Cigna24. |
| <b>Timely Filing</b>                     | Out of network claims submitted to Cigna after 365 days from date of service will be denied.  |
| <b>Benefit Limitations:</b>              |   |
| 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.   |
| Crowns, Bridges, Dentures and Partial    | Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.   |
| Denture and Bridge Repairs               | Reviewed if more than once.   |
| Denture Relines, Rebases and Adjustments | Covered if more than 6 months after installation.   |
| Prosthesis Over Implant                  | Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.   |

**Benefit Exclusions:**

Covered Expenses will not include, and no payment will be made for the following:

- Procedures and services not included in the list of covered dental expenses;
- Diagnostic: cone beam imaging;
- Preventive Services: instruction for plaque control, oral hygiene and diet;
- Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;
- Periodontics: bite registrations; splinting;
- Prosthodontic: precision or semi-precision attachments;
- 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.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at [Health Insurance & Medical Forms for Customers | Cigna under Dental Forms](#).

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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EXHIBIT E

PHYSICAL FITNESS STANDARDS

**BRIDGEPORT POLICE DEPARTMENT**

**PHYSICAL ABILITY STANDARDS**

**PHYSICAL AGILITY TEST BATTERY**

Minimum Scores for Employment as Police Officer  
(Scores Indicate fifth (50<sup>th</sup>) Percentile of Fitness)

**SIT-UP** MUSCULAR ENDURANCE - The score is the number of bent-leg sit-ups performed in one minute.

**FLEX** FLEXIBILITY - The "sit-and-reach" test measures the flexibility of the lower back and hamstrings. The test involves stretching out to touch the toes and beyond with extended arms from the sitting position. The score is in inches reached in a yardstick with the 15" mark being at the toes.

**BENCH** ABSOLUTE STRENGTH - One (1) repetition maximum bench press using Dynamic Variable Resistance (DVR) protocol. The score is a ratio of weight pressed divided by body weight.

**1.5 MI RUN** CARDIOVASCULAR CAPACITY - 1.5 mile run. The score is in minutes, seconds.

| AGE/SEX       | TEST          |             |                    |                     |
|---------------|---------------|-------------|--------------------|---------------------|
| <b>MALE</b>   | <b>SIT-UP</b> | <b>FLEX</b> | <b>BENCH PRESS</b> | <b>1 ½ MILE RUN</b> |
| 20-29         | 40            | 17.5"       | 106%               | 12:16               |
| 30-39         | 36            | 16.5"       | 93%                | 12:51               |
| 40-49         | 31            | 15.25"      | 84%                | 13:53               |
| 50-59         | 26            | 14.5"       | 75%                | 14:55               |
| <b>FEMALE</b> | <b>SIT-UP</b> | <b>FLEX</b> | <b>BENCH PRESS</b> | <b>1 ½ MILE RUN</b> |
| 20-29         | 35            | 20"         | 65%                | 14:55               |
| 30-39         | 27            | 19"         | 57%                | 15:26               |
| 40-49         | 22            | 18"         | 52%                | 16:27               |
| 50-59         | 17            | 17.75"      | 46%                | 17:24               |

EXHIBIT F



**CITY OF BRIDGEPORT  
AND  
BRIDGEPORT POLICE, LOCAL 1159 – COUNCIL 4  
Memorandum of UNDERSTANDING**

WHEREAS, the City of Bridgeport (hereinafter the "City"), and The Bridgeport Police Union, Local 1159 Council 4, AFSCME, AFLC-CIO (hereinafter the "Union"), are Parties to a Collective Bargaining Agreement ("CBA");

WHEREAS, The CBA dated July 1, 2012-June 30, 2016 provides in Article 30, Section 30.3 and Section 30.4 for health care benefits for employees who were hired prior to the "execution date of this Agreement" and their surviving spouses, if any, who retire and complete 25 years of continuous service in any City department, or who have been found eligible for a work related disability pension by CMERS;

WHEREAS, The City and the Union have been unable to agree to the date referred to as the execution date of this Agreement.

NOW THEREFORE, the City and Union agree to the following:

1. The members of Recruit Class 37 shall be eligible for health benefits pursuant to the language found in Article 30, sections 30.3 and 30.4.
2. This Agreement is entered into without precedent or prejudice to either party and shall not be used as evidence in any other matter except to enforce the terms of this Memorandum.

**FOR THE CITY:**

Date: 4/15/2021

**FOR THE UNION:**

Date: 4-15-2021

Style Definition: TOC 2: Tab stops: 6.49", Right, Leader: ...

Style Definition: TOC 1: Tab stops: 6.49", Right, Leader: ...

**TENTATIVE AGREEMENT**  
**Between**  
**THE CITY OF BRIDGEPORT**  
**and**  
**BRIDGEPORT POLICE LOCAL #1159 AND**  
**COUNCIL #4 AFSCME, AFL-CIO**

**July 1, ~~2016-2021~~ to June 30, ~~2021-2026~~**



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**PREAMBLE**

The following agreement, by and between the City of Bridgeport, hereinafter referred to as the "City" and Bridgeport Police Local #1159 and Council #4, AFSCME, 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 agreement, in order that more efficient and progressive public service may be rendered.

(NOTE: The words he, him, his or himself will be used throughout this agreement to refer to both males and females, thereby avoiding phrasing which might be considered "sexist". The use of such terminology is in no way intended to imply masculine gender exclusively.)

**SECTION I – THE UNION AND UNION SECURITY**

**ARTICLE 1**

**RECOGNITION**

**Section 1.1** - The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory employees, including Police Officers, Detectives, Sergeants, Lieutenants ~~and Captains and Deputy Chiefs~~, but excluding the Chief of Police, the Assistant Chief, and Deputy Chiefs, employed by the City of Bridgeport, in the Police Department for the purposes of establishing wages, hours, and other conditions of employment. Deputy Chiefs ~~Armeno, and Baraja~~, shall remain in the Union until the end of ~~their~~ his employment. The City shall have sole and complete discretion regarding the filling/replacement of these two Deputy Chief positions and the manner utilized by the City.

**Section 1.2** – The Assistant Chief position shall be out of the Union when created by the City.

**ARTICLE 2**

**PAYROLL DEDUCTION OF UNION DUES, FEES AND ASSESSMENTS**

**Section 2.1** - The City shall weekly deduct and remit to the Union's treasurer, Union dues, initiation fees, fines and assessments from the earned wages of each employee in such amount as determined by the Union

and such union dues shall automatically be payroll deducted from the employee's wages. Upon receipt of an employee's signed authorization to deduct membership dues or voluntary fees, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the Employer is notified in writing, by the union, that the employee is no longer a member. The Union reserves the right to modify and/or replace the deduction authorization form.

The City shall weekly deduct and remit contributions to the Federal Credit Union. Deductions for the Federal Credit Union shall not be made from any employee's wages except when authorized by the employee on an appropriate form, a signed copy of which must be submitted to the City. The City agrees, upon the signing of this agreement, subject to computer availability, to deduct weekly from each employee's wages, when authorized by said employee on an appropriate form, an amount specified by said employee, and remitted to the chairmen of the Committee on Political Education (C.O.P.E.). Such contribution shall be for the life of the agreement and shall continue thereafter if an agreement exists between the City and the Union.

The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union.

**Section 2.2** ~~All employees covered by this Agreement and those who are not members of the Union, upon the effective date of this Agreement shall either join the Union as a dues paying member or pay a service charge equal to the dues paid by such Union members, to be automatically payroll deducted and remitted to the Union Treasurer each week.~~

**Section 2.3** ~~Any newly hired employee, after the date of adoption of this Agreement, shall, either join the Union as a dues paying member or pay a service fee equal to the dues paid by the Union members, automatically payroll deducted and remitted to the Union Treasurer each week.~~

**Section 2.2** - The Union agrees to indemnify and hold the City harmless for any loss or damage arising

from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

### **ARTICLE 3**

#### **PROBATIONARY PERIOD**

**Section 3.1** - Any newly hired employee who is certified at the time of hire shall serve a probationary period of one (1) year from the date of hire. Any newly hired employee who is not certified at the time of hire shall serve a probationary period from the date of hire to four (4) months after completion of field training. If the City notifies an employee prior to the end of his probationary period that he is to be discharged/terminated, the probationary period shall be extended until a final decision of the Civil Service Commission.

**Section 3.2** - A probationary employee's status shall not be considered so as to confer any rights or privileges covered by this Agreement, other than Salary under the Salary Plan and health benefits, until such employee has successfully completed certification as required by Statute. Until said successful certification completion, the City solely shall determine such employee's hours, conditions of employment and economic benefits other than Salary and health benefits.

**Section 3.3** - During the probationary period, the employee shall have all rights and privileges as set forth in Section 2 above, except any probationary employee may be discharged/terminated and shall have no recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall be measured from date of hire.

**Section 3.4** - During the probationary period, a probationary employee shall not work any department or outside overtime, except on an emergency basis.

### **ARTICLE 4**

#### **EMPLOYEES TO RECEIVE COPIES OF THIS AGREEMENT**

**Section 4.1** - Within ninety (90) days of implementation of this agreement by the City Council, or

implementation by Statute, the City shall give each employee a copy of this agreement. Newly hired employees shall receive a copy of the agreement at time of hire or within ninety (90) days thereafter.

#### ARTICLE 5

##### **BULLETIN BOARDS**

**Section 5.1** - The Union shall be granted use of the bulletin boards, located throughout the Police Department, in the different divisions, for the posting of notices concerning Union business and activities. They shall have permission to install a reasonably sized bulletin board in the Patrol Recreation Room, the Patrol Division line-up room, Communications Center and Detective Bureau and all precincts, at Union expense, for the exclusive use of the Union.

#### ARTICLE 6

##### **UNION BUSINESS LEAVE**

**Section 6.1** - The five (5) members of the Union negotiating 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 an agreement, when such meetings take place that day during which members are scheduled to be on duty.

**Section 6.2** - The five (5) members of the Union Grievance Committee shall be granted leave from duty, with full pay, in order to attend grievance and arbitration meetings or hearings as well as hearings or meetings concerned with prohibited practice complaints when such meetings or hearings take place that day during which members are scheduled to be on duty.

**Section 6.3** - 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, educational conferences, law enforcement, or labor meetings, provided however, that the total leave permitted by this section shall not exceed forty-five (45) days in even numbered years and twenty (20) days in odd numbered years of any given year, which are covered by overtime work for each agreement year during the term of this agreement. For the purpose of this Section, the terms "AGREEMENT YEAR" shall mean the period from July 1 to June 30 of any given year.

**Section 6.4** - The President, Vice President, Secretary, Treasurer and the six (6) elected members of the



Executive Board, shall be granted leave from duty, with full pay, for all regular monthly meetings of the Union and any special meetings, not to exceed three (3) hours, when such meetings are scheduled to be held and these members are on duty, provided a minimum of four (4) hours' notice is given the department prior to the start of such member's tour of duty.

## **ARTICLE 7**

### **SENIORITY**

**Section 7.1** - Departmental seniority shall mean the total length of continuous service with the City in the Police Department. Rank seniority shall mean the total length of service of an employee as a permanent appointee to a rank. No employee shall acquire rank seniority in any rank for a period that he serves in such rank in an acting capacity. During any such temporary service, he shall continue to accrue rank seniority in his permanent rank.

In accordance with the grievance arbitration award in Case No. 8485-A-728-731, provisional appointments within the Police Department shall be made on the basis of seniority in accordance with this Article; provided, however, if there is an existing promotional list in dispute for the applicable classification, then provisional appointments shall be made from that list in rank order. It is understood that in the event there are insufficient numbers of employees from a list in dispute who are willing or available to fill the required number of vacancies, the remaining vacancies shall be filled by seniority. If an employee accepts a provisional appointment, there will be no guarantee that the employee will return to his/her prior assignment and/or shift. Upon completion of the provisional assignment, seniority shall prevail as to the employee's next shift assignment; however, there shall be no bumping. This provision shall not override any state or federal law or court order, decree or ruling.

This section shall be effective upon implementation of the arbitration award in Case No. 8788-MBA-90.

**Section 7.2** - If more than one appointment is made in any one day, the seniority of such appointee shall be in the order of their appointment from the eligibility list. Both departmental and rank seniority shall accrue during periods of authorized leave and such authorized leave time shall not be deemed a break in the continuous service of such employee with the City.

**Section 7.3** - In the event that any employee is reinstated after a resignation, his time out of the City's employ shall be deducted in computing his vacation eligibility and his seniority, provided however that such time lost shall not be considered as an interruption of his 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 he will be permitted to take a vacation.

**Section 7.4** - Every January 1, a seniority list will be posted on all Union Bulletin Boards.

**Section 7.5** -

(A) Notwithstanding any other language contained in this Agreement the Chief has the power to remove employees in any specialized unit, except the K-9 Unit, for any reason if the employee has served for three (3) or more years in said assignment, or for any just cause if the employee has not served three (3) years. In addition, K-9 Unit employees shall be removed from said assignment for one (1) year following the life of the canine. Notwithstanding any other language contained in this Agreement current members up to and including the rank of Lieutenant in all specialized units except Department Clerk, Chief's Aide, Assistant Chief's Aide, Office of Internal Affairs, SWAT team, Scuba team, Patrol, and Detectives shall be phased out. The phase out shall occur as follows: on January 1, 2016, two-thirds (2/3) of the employees in each covered unit shall be phased out at the Chief's selection, without regard to seniority; on January 1, 2017, one-third (1/3) of the employees in each covered unit shall be phased out at the Chief's selection, without regard to seniority. Employees who have not attained three (3) years in their assignment as of the time of the movement delineated in this paragraph will not be affected by said movement until they have completed three (3) years of service in their respective assignment. Employees in the specialized units which are not excluded in this paragraph must be removed and replaced after five (5) years to be measured beginning January 1, 2016. If no qualified employees bid for said assignment, then the employee in the specialized unit is permitted to stay in such unit for one (1) year with a rebid after one (1) year. This rebid process shall be repeated annually until a qualified bid is obtained. In order to qualify for a specialized unit position, an applicant must have completed at least two (2) years of service in the Bridgeport Police Department after probation.

If specialized training is offered related to any of the specialized units covered by the phase-out terms set forth above, and in the event that three (3) or more employees are being offered said training, one (1) of the three (3) shall be selected on the basis of seniority. The ratio must be three (3) to one (1) in order for the selection to be based on seniority. Thus, if six (6) are offered said training, two (2) will be selected on the basis of seniority, provided that the individual(s) shall not be selected if they have a poor attendance or disciplinary record within the immediate prior five (5) year period.

Employees who wish to apply for a position within a specialized unit shall first submit a letter of interest to the Deputy Chief responsible for said unit. Thereafter, candidates shall be interviewed by a panel consisting of the Union President, the Commander of the Specialized Unit, and the Deputy Chief with responsibility for the Specialized Unit. The interview criteria is comprised of performance, attendance, ability, special qualifications, discipline within the immediate prior five (5) year period, military experience, education, and training. In terms of assessing education, four (4) years of police experience is equivalent to one (1) year of college; this rule shall remain in effect until January 1, 2024. If candidates are equally qualified, seniority shall govern.

The panel shall submit the top three (3) candidates to the Chief for selection which shall be in the Chief's sole discretion. In the event that two (2) or more positions are being filled, the panel shall submit one (1) or more additional candidates beyond the top three (3). For example, if two (2) positions are being filled, the panel shall submit the top four (4) candidates and the Chief shall choose two (2) from the four (4) in his sole discretion.

Annual employee evaluations shall be conducted on the anniversary of an employee's employment beginning January 1, 2015. Five different categories shall be applied for rating level of performance (i.e., Excellent to Poor).

**(B)** The divisions for which Police Officers on active duty may bid on a seniority basis are Patrol and Detective.

**(C)** The Captains and Deputy Chiefs will be assigned by the Chief of Police subject the needs of the Department.

(D) The Chief of Police may assign officers to the Auxiliary Service Division and he may make other assignments he deems necessary subject to the needs of the department, however, no such assignments shall be made to circumvent the bidding procedure of this Article.

(E) Bids for said vacancy shall be posted on all Departmental Bulletin Boards for a minimum of five (5) working days, and will be read off to all Departmental line-ups for five (5) consecutive working days. Once the bidding vacancy is filled, the list will expire.

(F) Active duty is defined to exclude employees on extended sick leave, extended injury leave and/or leave of absence.

**Section 7.6** - Lay-off of Police Personnel shall first (1<sup>st</sup>) be applied to those police personnel with the least Department Seniority, (Last in, First Out).

#### **ARTICLE 8**

##### **UNION OFFICE**

**Section 8.1** - The City shall provide room #201 of Police Headquarters, currently in use by them, as the exclusive office of the Union.

#### **ARTICLE 9**

##### **EXCLUSIVE UNIFORM**

**Section 9.1** - The regular members of the Bridgeport Police Department shall have exclusive use of the entire uniform prescribed by the Board of Police Commissioners.

**Section 9.2** - The shoulder patches designated to the regular members of the Bridgeport Police Department shall be exclusively worn by said regular members.

**Section 9.3** - The uniform for all personnel shall be the uniform designated by the employee's permanent rank and shall be so worn by said employee including rank designation, except that, when an employee is appointed to a provisional capacity, pursuant to the Civil Service provisions of the City Charter, said employee shall be permitted to wear rank designations of said provisional capacity, but limited to said period of time of the City Charter.

**Section 9.4** - The Chief of Police, his designated representative and/or the Board of Police Commissioners

of the City of Bridgeport shall be the parties responsible that this Article is enforced.

## ARTICLE 10

### **BILL OF RIGHTS**

**Section 10.1** - The following "Bill of Rights" between the City of Bridgeport and the employees covered by this agreement shall be as follows:

**Section 10.2 - Rights of Law Enforcement Officers Under Investigation.** Whenever a law enforcement officer of the City of Bridgeport is under investigation or subjected to interrogation by members of his agency, for any reason which would lead to suspension, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted as nearly as it is practicable under the following conditions.

(A) No complaint by a civilian against a police officer shall be entertained, nor any investigation of such complaint be held, unless the complaint be duly sworn by the complainant before an official authorized to administer oaths. Prior to a disciplinary hearing, which follows receipt of such sworn complaints, a copy of all sworn statements will be submitted to the accused. Nothing in the foregoing language abrogates the City's right and obligation to investigate complaints of criminal activity; provided, however, that where any such investigation commences without a sworn statement, no unreasonable number of interrogations of the officer under investigation may be held and no subsequent disciplinary action may result without additional corroborating evidence as attested to in a sworn statement (which may be the statement of the investigating officer). Where a sworn statement is used, no particular form is required for purposes of this Section.

(B) The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation and of the interrogating officer.

(C) The investigation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident occurred, as designated by the investigating officer.

(D) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate interrogation is required.

(E) Interrogating sessions shall be for reasonable periods and shall be timed to allow such personal necessities and rest periods as are reasonably necessary.

(F) Whenever the interrogation relates to the officer being formally charged with a criminal offense, at the written request of the law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation. At the request of the officer being interrogated, a Union representative may be present as a witness during any interrogation, which may lead to suspension, demotion or dismissal.

(G) If the law enforcement officer under the interrogation is under arrest, or likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(H) During any line-up which is conducted, the policeman participating in such a line-up shall have the right to have counsel present as a witness at his request.

**Section 10.3** - Complainants who make false complaints or affidavits shall be held accountable for such false complaints or affidavits.

**Section 10.4** - Under no circumstances shall immunity to criminal prosecution for charges surrounding the events leading to the complaints be granted to those who make complaints concerning the conduct of policemen.

**Section 10.5 - Civil Suits Brought by Law Enforcement Officers.** Law Enforcement Officers shall have the right to bring civil suit against any person, group of persons or any organization or corporation, or the heads of such organizations or corporations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of action legally taken in the performance of the officers' official duties.

**Section 10.6 - Representation on Investigative Board or Committee.** Whenever a Police Investigative Board or Committee is established which has or will have law enforcement officers, such Board or Committee shall include in its membership a representative of the legally constituted bargaining Union.

**Section 10.7** - Despite any other provisions hereof, rulings and decision of the Supreme Court of the United

States, or the Second Circuit of the Federal Court or the Connecticut Supreme Court or the United States Supreme Court, or any statute relating to any matter dealt with herein shall govern actions which otherwise would be conducted as set forth above.

## **SECTION II – MANAGEMENT AND THE WORKPLACE**

### **ARTICLE 11**

#### **DISCIPLINARY ACTION**

**Section 11.1** - No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or otherwise disciplined except for just cause.

**Section 11.2** - The Chief or Acting Chief may impose upon any officer discipline, including suspensions, provided that the Chief or Acting Chief shall first provide the officer with a written statement of the specific charges (rule and regulation violated) against him, and the information upon which the charges are based, and provide the officer with the opportunity to respond to said charges. The Chief or Acting Chief's decision shall be in writing and if a holiday falls within the period of suspension, shall indicate whether the holiday is to be without pay as a part of the suspension. The Chief or Acting Chief may terminate any officer provided that the Chief or Acting Chief shall first provide the officer with a written statement of the specific charges (rule and regulation violated) against him, and the information upon which the charges are based, and provide the officer with the opportunity to respond to said charges. The Chief or Acting Chief's decision shall be in writing. In the event of termination, the terminated officer shall be paid for a period of thirty (30) forty-five (45) days after termination. The parties agree that they shall use best efforts to schedule an arbitration hearing within forty-five (45) days of termination. In addition, in accordance with the City's practice terminated employees shall retain medical coverage for ninety (90) days until an arbitration award is issued provided that the employee appealed or grieved the termination within the time limits set forth by this article, or until final decision on such grievance or appeal has been rendered, whichever is less. Only the three (3) officers currently on medical coverage as of June 1, 2023, after their termination will remain on health coverage until an arbitration award is issued.

**Section 11.3** - An employee in the bargaining unit who is alleged to have committed a disciplinary offense shall be charged with a specific violation of a department rule or regulation by the Chief of Police or his designee and such charge shall be the only basis for discipline. The Chief or his designee shall, prior to the commencement of a hearing, have the right to amend the statement of charges. In the event the amended charges are delivered to the Union and the employee less than five (5) working days prior to the commencement of the hearing, then at the request of the Union the hearing shall be rescheduled for a new date not less than five (5) working days from the date of delivery of the amended charges.

**Section 11.4** - Notwithstanding the above, an employee charged with a disciplinary offense under Section 2 or 3 may be suspended without pay or placed on administrative leave with pay or placed on administrative status and may be prohibited from working or may be assigned to work other than his regular duties within his own division or in a non-biddable position, at the discretion of the Chief or his designee until such charges have been drafted and/or heard and a decision rendered. In the event the employee is placed on administrative leave with pay or placed on administrative status and assigned to inside work, he shall not be entitled to outside overtime, but shall be entitled to inside overtime in the position to which he is assigned. Any such employee assigned to inside work may still seek a make whole remedy for lost overtime.

When an employee is placed on administrative leave or administrative status, the reasons for such placement must be presented in writing to the member and copied to the union within five (5) calendar days of the action. No member shall be on administrative status for more than one hundred eighty (180) days absent agreement or legitimate business reasons. In the event the City alleges that it cannot meet the one hundred and eighty (180) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.

The Union shall not process any grievance for any other employee whose overtime opportunities are adversely affected by the employee on administrative leave with pay and/or administrative status assigned in accordance with this Section. Any such immediate suspension without pay may only be



imposed and continued in cases where the officer has been arrested for felony charges, or is unavailable for duty because of incarceration; or because of institutionalization in connection with actions that would constitute a felony. If any employee is suspended without pay under this Section 4, he shall, within ten (10) work days of such suspension, have a hearing with reference to the charges against him commenced by the Chief of Police. With the mutual agreement of all parties, which may not be unreasonably denied, the ten (10) day requirement can be waived, however, a hearing on the charges shall be commenced within sixty (60) days of the date of suspension and continuance for commencement of the hearing shall only be granted beyond sixty (60) days upon request of the accused and/or his representative; however, a hearing shall be held within a reasonable period of time.

In discipline cases of suspension without pay, if a hearing has been commenced within sixty (60) days of the date of suspension, but remains incomplete, such employee's pay shall be reinstated on the sixty-first (61st) day.

A. All disciplinary investigations referred by the Chief to the Office of Internal Affairs must be completed by Internal Affairs within one hundred and twenty (120) days of the referral. The one hundred and twenty (120) day timeline shall not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business reasons. The Chief shall have thirty (30) days from receipt of the Internal Affairs report to notice a hearing on the charges. The hearing shall commence within fourteen (14) days from said notice. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.

B.—Any disciplinary investigation not referred to Internal Affairs must be completed with a decision issued by the Chief within one hundred and twenty (120) days of its inception. The one hundred and twenty (120) day timeline shall not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business reasons. A

hearing shall be noticed by the Chief within fourteen (14) days of receipt of the investigation report. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.

**Section 11.5** - At least seven (7) work days prior to the hearing with the Chief, the Union and employee shall be provided with all evidentiary information to which they are entitled pursuant to the Municipal Employee Relations Act.

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**Section 11.6** - Any employee charged with a disciplinary offense may enter a plea of no contest and accept an agreed upon discipline in lieu of a hearing or an employee during the case of a disciplinary hearing may accept an agreed upon discipline in lieu of completing the hearing. In either event the employee shall sign a written waiver of right of appeal and neither the employee nor the Union shall have any authority to appeal the discipline and the discipline shall be final and binding on all parties.

**Section 11.7** - If an officer is disciplined under Sections 2 or 3 and the employee and Union both feel that the action was without just cause, the Union may, no later than ~~ten (10)~~ thirty (30) days after receipt by the Union of the written decision, submit said dispute to arbitration before the Connecticut Board of Mediation and Arbitration for Discipline other than terminations or the American Arbitration Association for involving termination Discipline. The arbitrator shall hear the dispute and render a decision that shall be final and binding on all parties. The arbitrator 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. The City shall pay all costs of the arbitrator and the American Arbitration Association.

**Section 11.8** - The time limits specified herein may be extended by agreement of the parties in writing.

**Section 11.9** - Working days, as used in this Article, exclude weekends and holidays.

**Section 11.10** - Notwithstanding any other rights the Chief possesses under this Article, the Chief may assign an employee to administrative status with pay where the Chief certifies in writing, stating the basis

for such certification, that a condition exists which might compromise, limit, or prohibit the employee from effectively performing his or her duties or expose the City to liability. An employee placed on administrative status may be assigned to inside work with or without a department weapon at the Chief's discretion or may be placed on off duty administrative status with pay. Any employee assigned to administrative status where overtime is available, may work such overtime if consistent with his assignment, but may not work outside overtime. If an employee is placed on administrative status with pay the Union may request that the American Arbitration Association assign an arbitrator to hear the matter on an expedited basis in lieu of any other proceedings under the grievance procedure. The arbitrator shall have the power to decide whether or not the administrative status was appropriate or whether or not the administrative status should be continued and, if so, the length of time it should be continued, with the arbitrator retaining continuing jurisdiction, if necessary, and to make whole the employee if it is determined the employee was placed improperly on administrative status. The cost of the arbitrator shall be paid for equally by the parties.

**Section 11.11** – Written warnings shall not be used to support progressive discipline if the officer at issue has exhibited good behavior, with no pending discipline against him/her, for the prior two (2) year period. Verbal warnings shall not be used to support progressive discipline if the officer at issue has exhibited good behavior, with no pending discipline against him/her, for the prior one (1) year period.

## ARTICLE 12

### **ADJUSTMENT OF GRIEVANCE PROCEDURES**

**Section 12.1** Should any employee, or the Union, feel aggrieved concerning their wages, hours or conditions of employment, which wages, hours or conditions of employment are controlled by this Agreement, adjustment shall be sought as follows:

(A) The Union shall submit such grievance in writing to the Chief of Police, at the Union President's discretion, or if voted by the majority of the Grievance Committee, which shall be comprised of the Executive Board of the Union, setting forth the nature and particulars of the grievance. Any such grievance must be submitted in writing to the Chief of Police within thirty (30) days of the date that the Union or

aggrieved employee knew or reasonably should have known of the act which gave rise to the grievance, whichever date is earlier. Any grievance arising out of Article 11 must be submitted to arbitration within thirty (30) days after receipt by the Union of the written notice of discipline. Failure to submit such grievance in a timely manner as set forth above, or failure to advance said grievance within the time limits set forth below (unless said time limits are extended as set forth in subsection (E), below) shall constitute a waiver of said grievance. Within ~~seven (7)~~ten (10) days after said Chief, or his representative, receives such grievance, he shall arrange to and shall meet with the representatives of the Union Grievance Committee, for the purpose of adjusting or resolving such grievance.

**(B)** In the event said meeting with the Chief of Police is not arranged, as stated above, ~~or the Union is not satisfied with the Chief's response within ten (10) days from the date the grievance is submitted, within seven (7) days from date of submitting the grievance,~~ the Union may, at its option, present such grievance in writing directly to the Board of Police Commissioners in accordance with paragraph (C) of this Article.

**(C)** ~~If in the sole judgment of the Director of Labor Relations the grievance involves issues which could have a substantial effect on the administration of the collective bargaining agreement or involve issues which could affect the administration of other collective bargaining agreement(s), a meeting with the Director of Labor Relations for the purpose of adjusting or resolving the grievance shall be held instead of a meeting with the Board of Police Commissioners.~~

**(D)** ~~If such grievance is not resolved to the satisfaction of the Union by the Director of Labor Relations as the case may be within five (5) days after such meeting, the Union may present such grievance in writing within ten (10) days thereafter of the written decision by the Director of Labor Relations as the case may be, to the Connecticut State Board of Mediation and Arbitration as provided in Article 11 except that the Union or City shall have the right to submit/transfer the grievance to the American Arbitration Association ("AAA"). Grievance arbitration shall be conducted in accordance with the rules and regulations of the agency where the grievance is filed/transferred. The parties agree to use Gerald Weiner, Mike Ricci or Peter Blum~~Joseph Celentano as the neutral arbitrator in any grievance that is submitted to the AAA. The aforementioned arbitrators shall rotate based on the aforementioned order for any cases they are assigned

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relative to this agreement. Said Board or neutral arbitrator 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. The transferring party shall pay all costs of the arbitrator and the AAA. 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.

~~(EC)~~ The time limits specified in the preceding sections of this Article may be extended by agreement of all parties which shall not be unreasonably denied.

~~(D)~~ The Union may, at its option, present such grievance in writing directly to the Director of Labor Relations in lieu of the meeting with the Chief.

~~(FE)~~ The Union shall, at each step of this grievance procedure, provide the City's Labor Relations Director a copy of the grievance at the time of initial filing, with written notification prior to the hearing of the grievance by the Chief of Police and/or the Board of Police Commissioners. Such notice shall contain a copy of the grievance.

~~(GF)~~ The fee of the arbitrator and the administration expense of 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.

~~(HG)~~ Expedited arbitration at the State Board of Mediation and Arbitration shall be used for grievances involving shift assignments.

### **ARTICLE 13 (RESERVED)**

#### **PENALTY CLAUSE**

~~Section 13.1~~ If either the City or the Union believe that the other party has violated any provisions of this agreement and that such violation was deliberate or intentional, the aggrieved party may by-pass any or all steps in the grievance procedures, hereinbefore in the grievance procedures, hereinbefore established, and may submit a grievance directly to the Connecticut State Board of Mediation and Arbitration claiming that such violation was deliberate and intentional.

~~Section 13.2~~ Said Board shall hear and act on such dispute and render a decision which shall be final and binding on all parties.

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~~**Section 13.3** - If the Board determines, in any case before it, that either party has deliberately or intentionally violated any provision of this agreement, 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 agreement violator in an amount or in a manner which, in the Board's judgment, will discourage further attempts to deliberately or intentionally violate any provisions of this agreement.~~

~~**Section 13.4** - 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 dues check-off.~~

#### **ARTICLE 14**

##### **OVERTIME**

**Section 14.1** - Whenever any employee, works in excess of his regularly assigned work week or work schedule, in addition to any other benefits to which the employee may be entitled, the employee shall be paid one and one-half (1 1/2) times such straight time hourly rate, unless such excess work is due to the employee's participation in a shift swap as covered in Article 17, Section 4.

For the purposes of this Article an employee's hourly rate shall be computed by dividing by 1825 his yearly compensation under the compensation schedule in the applicable appendix herein.

**Section 14.2** - Departmental overtime assignments from the Chief of Police and/or his designee shall be taken from a rotating alphabetical list, by surname, within the divisions and assigned in a fair equitable manner, subject to the needs of this department.

Within ten (10) days of January 1st, and July 1st, of each year, if an employee does not desire overtime assignment, said employee, in writing, shall, so notify the Chief of Police, and/or his designee and said employee's name shall not be included in the "rotating alphabetical list(s)". Once so removed an employee's name shall be added to the list(s) after written notice to the Chief of Police, or his designee not less than thirty (30) days prior to January 1st, or July 1st, whichever is applicable.

**Section 14.3** - Overtime assignments in the Detective Bureau, Narcotics and Vice and Youth Bureau shall

be equalized as nearly as possible and follow an equalized distribution system for assigning overtime, subject to the respective needs of the Detective Bureau, Narcotics and Vice and Youth Bureau. A list of such assignments shall be maintained and posted in the Division Commander's Office.

**Section 14.4** - Each employee whose name is on the list shall have the option of refusing an overtime assignment and said refusal shall be charged on the list as though the officer had worked. Nothing in this Article shall prevent the Chief or his designee from ordering all employees to work overtime providing all the names on the Department Overtime list on duty or incoming shifts have been exhausted by one (1) full turn. After exhaustion of the list the next employee may be ordered to work by the Commanding Officer and so on until all the necessary officers are assigned. No officer shall be forced to work more than half of the next shift.

**Section 14.5** - Employees who are off-duty sick on the day they are scheduled to work Departmental overtime shall be charged as though they had worked. Employees who are off-duty sick shall be required to work an eight (8) hour regular tour of duty before they can work Departmental Overtime.

**Section 14.6** - Employees who are off-duty on their regularly scheduled duty-day, when their name appears in the rotation on the Department overtime list, shall be charged as though they would have worked.

**Section 14.7** - There shall be no requirement on the part of the City to reschedule employees for make-up overtime under Sections 5 and 6, of this Article.

**Section 14.8** - The City shall maintain an accounting of all overtime hours worked per month, which shall be made available to Bridgeport Police Union authorized representatives.

**Section 14.9** - Overtime and regular pay shall be paid weekly by direct deposit which shall reflect the type of payment.

**Section 14.10** - Upon execution of this Agreement, there shall be a six (6) month Pilot Program during which time all overtime (including special assignments) count toward departmental overtime opportunities. The Pilot Program can be discontinued after six (6) months in the sole discretion of the City.

## **ARTICLE 15**

### **MANAGEMENT RIGHTS**

**Section 15.1** - Except as expressly modified or restricted by a specific provision of this agreement, all

statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote discipline, transfer, layoff, and discharge personnel; determine the number and type of positions and organizational structure required to provide police services; define the duties and responsibilities of each position and of the department; establish new units, divisions, and assignments; modify and/or eliminate units, divisions and assignments, implement performance evaluations to be used to assess qualifications, acquire and maintain essential equipment and facilities required to conduct the business of providing police services; contract for non-police services with other units of government and/or private contractors for the provision of non-police services to or by the City; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The City shall not exercise its management rights in violation of this obligations under MERA (the Connecticut Municipal Employee Relations Act. Conn. Gen. Stat. #7-467, *et seq*). In the event the City exercises a Management right under this Article it agrees that it has the legal obligation to negotiate the effects, if any, of such decision with the Union. In the event the Union and City are unable to reach agreement on the issue of effects within thirty (30) days of the City's decision then the effects issue shall be submitted to AAA to be heard by Arbitrator Gerald Weiner, Mike Ricci or ~~Peter Blum~~ Joseph Celentano. These arbitrators shall rotate in the above discussed order based upon case assignment under this Agreement. The Union covenants and agrees that it shall comply with the City's Military Leave Policy (See Attached Policy).

**Section 15.2** – The Chief of Police shall have the absolute authority/discretion in assigning of the take home



vehicles in the Bridgeport Police Department.

## ARTICLE 16

### DRUG TESTING

**Section 16.1** - ~~The parties are in agreement that Narcotics and Vice Officers will be subject to mandatory 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 Uniform 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. This shall be in addition to any other testing requirements for other members of the Department. After the City has implemented drug testing for Narcotics and Vice Officers 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 Narcotics and Vice Officers (with any changes the City wishes to propose), will be implemented 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 submitted to the American Arbitration Association to be heard by Arbitrator Gerald Weiner, Mike Ricci or Peter Blum. These arbitrators shall rotate in the above discussed order based upon case assignment under this Agreement.~~

## ARTICLE 17

### WORK SCHEDULE

**Section 17.1** - The following shall be the Work schedule:

(A) The Work Schedule for the Patrol Division shall be five (5) consecutive eight (8) hour days on duty, followed by three (3) consecutive days off-duty, and then the cycle repeated.

(B) The Work Shifts shall be:

"A" Shift - 11:00 p.m. to 7:00 a.m.  
Or 12 Midnight to 8:00 a.m.

"B" Shift - 7:00 a.m. to 3:00 p.m.

- Or 8:00 a.m. to 4:00 p.m.
- "C" Shift - 3:00 p.m. to 11:00 p.m.
- Or 4:00 p.m. to 12 Midnight
- "Set" Shift - 7:00 p.m. to 3:00 a.m.

The Chief shall have the discretion to add an additional shift at the time of the discussion of the allocation plan. Said right shall be exercised only once per year and only during the following work hours:

Shift 9:00 a.m. to 5:00 p.m.  
Or 10:00 a.m. to 6:00 p.m.

Shift 11:00 a.m. to 7:00 p.m.  
Or 12:00 p.m. to 8:00 p.m.

Shift 1:00 p.m. to 9:00 p.m.  
Or 2:00 p.m. to 10:00 p.m.

Shift 9:00 p.m. to 5:00 a.m.  
Or 10:00 p.m. to 6:00 a.m.

(C) The Work Schedule and work hours for all other divisions, or units, of the Department shall be either the 5-3 Schedule or the Administrative Schedule, (attached herewith). However, employees on the Administrative Schedule shall not exceed the hours per week worked than that the Patrol Division except on an overtime basis.

(D) Employees shall bid, based on rank seniority, for work shifts. However, Sergeants and Detectives shall bid based upon Departmental Seniority. Such bids shall include the employee's first, second and third choice for shifts.

(E) The number of openings, per shift, shall be determined and posted annually by the Chief of Police by October 15th of each year. Work shift bids shall take place from November 1 through November 10th, of each year. The effective date of the shift assignment shall be the first Sunday of January, of each year. Employee work shifts shall be fixed for one (1) year duration, however, such shift bid shall not restrict an employee's bid into another division, or units, as openings occur. Any employee, who does not bid for a work shift, shall be assigned by the Chief of Police to any shift with vacancies. Employees can bid for shift openings as they occur notwithstanding the one-year limitation.

(F) Should the Chief determine that staffing has deteriorated to such an extent that safety becomes an issue the Chief shall negotiate with the union to reallocate staff and open shift bidding, which bidding shall be based upon seniority. Additionally, the need for reallocation shall be objective and documented and any decision to reallocate shall not be arbitrary or capricious.

**Section 17.2** - Each member of the department shall attend State-mandated training sessions for recertification, or other departmental training during the scheduled workday, or on an overtime basis.

**Section 17.3** - The President of the Union, for the purpose of availability to the Chief of Police and the Union Membership on matters of grievance and/or any other labor relations matters, shall work in the Union Office, in the present location of the Police Building, Monday through Friday, but shall not work a greater average per hour work week than the patrol division, except on an overtime basis.

**Section 17.4** - One member of the department may exchange a shift with another member of the department under the following conditions:

- (A) Such substitution does not impose any additional cost, by overtime or otherwise, on the department.
- (B) Such substitution is within the same rank and division.
- (C) The commanding officer for whom the work will be performed, or his/her designee, must be notified, in writing, by the member initiating the substitution, on an approved form acceptable to the department, not less than twenty-four (24) hours prior to it becoming effective.
- (D) The member of the department initiating the substitution is totally responsible for coverage of the shift on both ends of the substitution as well as guaranteeing that subsection (A) is complied with; it being clearly understood that the department has no responsibility for enforcing any agreement made between the substituting members of the department; nor any responsibility to enforce the requirement of subsection (A); if either of the parties involved does not appear as agreed, both employees will be charged with the loss of one holiday.
- (E) Only members of the department who have completed the recruit probationary period, and who are qualified to fill the position substituted for and into, shall be permitted to participate in substitutions.
- (F) A member of the department may initiate a substitution a maximum of twelve (12) times in a

contract year, provided that substitutions may not be taken on successive workdays.

(G) A member of the department may not work more than sixteen (16) hours straight, including overtime, without at least a break of eight (8) hours; and

(H) The Union shall indemnify and hold the City harmless for any overtime or cost incurred under State or Federal Wage and Hour Laws or Regulations, by a member involved in a swap.

**Section 17.5** - The City may require supervisors to begin a work shift one half (1/2) hour earlier or end one-half hour later than the times set in work shifts; however, no such work shift shall exceed an eight (8) hour duty without compensation according to Article 12. Sergeants will be notified not less than twenty-four (24) hours in advance of such assignments.

## ARTICLE 18

### SAFETY AND PRODUCTIVITY

#### **Section 18.1**

(A) The Union shall have two (2) representatives on a Committee to be known as the Committee on Safety and Productivity. The time spent by members in attending the meetings of this committee called by the City shall be charged against the Union business leave time set forth in Article 6, Section 3. It is understood that the balance of the committee will consist of two (2) members to be named by the Chief of Police and two (2) members to be named by the Mayor of the City. Meetings of the Committee shall be called by the chairperson thereof, at least quarterly, in each calendar year. The chairperson shall be named by the Mayor of the City from amongst the six (6) committee members and may vote to break ties.

(B) In addition to the two (2) representatives named above, the Union may appoint two (2) representatives to the committee who may attend all committee meetings. It is understood that these two (2) Union representatives may not vote at any meetings.

**Section 18.2** - As indicated by the title of the committee, its purpose will be to recommend safety and departmental equipment for use by the department as may be practical.

**Section 18.3** - Insofar as recommendations concerning increased efficiency within the department is concerned, the City and the Union adopt as the 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 constructive, modern, cost conscious methods.

**Section 18.4** - Of necessity, taxpayers of this City want municipal protection at the lowest possible cost. However, "lowest possible cost" does not mean sub-standard 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 measurement of effectiveness (or productivity) for the department is difficult and may, at time, be controversial. The 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.

#### **ARTICLE 19**

##### **JOB-ACTION RESTRICTION**

**Section 19.1** - No employee covered by the terms of this agreement shall engage in any strike or slow-down activity or any other form of job-action against the City of Bridgeport, or any of its officials, departments or agencies.

#### **ARTICLE 20**

##### **CLASSIFICATION**

**Section 20.1** - The Civil Service Commission shall, in accordance with the Civil Service Provisions of the Charter, establish and maintain a classification plan and make allocations and reallocations to the classes established thereunder for all positions covered by this agreement provided, however, that such plan and allocations shall be subject to the grievance procedure provided for in Article 12, except that such grievance shall be started at Step (D) of such grievance procedure.

#### **ARTICLE 21**

### **HARBOR PATROL**

**Section 21.1** - The City and the Union agree that when the City of Bridgeport institutes a Harbor Patrol, temporary assignments to such Harbor Patrol shall be made exclusively by the Chief of Police or his designee. Such temporary assignments may be made at the Chief's discretion from any rank or division within the Bridgeport Police Department.

**Section 21.2** - It is further agreed that any Police Department personnel temporarily assigned to the Harbor Patrol shall be members of the bargaining unit. It is further understood that all such assignments shall be in compliance with Section 15-154 of the General Statutes of the State of Connecticut.

### **ARTICLE 22**

#### **MOUNTED PATROL**

**Section 22.1** - The Mounted Patrol will be a separate unit.

**Section 22.2** - Overtime assignments within the Unit shall be equalized as nearly as possible and follow an equalized distribution system for assigning overtime subject to the needs of the patrol. A list of such assignments shall be maintained and posted in the division commander's office.

**Section 22.3** - Members of the Mounted Patrol shall be selected based on qualifications, including a physical test related to skills necessary to be a member of the Mounted Patrol from applicants by a committee of three (3) members, two (2) of whom are selected by the Chief and one (1) of whom is selected by the Union. If qualifications are equal, seniority shall control selection.

**Section 22.4** - The work schedule and work hours for the Mounted Patrol shall be the administrative schedule.

### **ARTICLE 23**

#### **COMMUNICATIONS CENTER**

##### **Section 23.1**

(A) All police officers and Sergeants working in the Communications Center shall work a schedule of five (5) consecutive eight (8) hour days, followed by three (3) consecutive days off-duty and then the cycle

is repeated, in accordance with Article 17, Section 1 (A), thereof.

(B) The work shifts shall be:

"A" Shift - 11:00 p.m. to 7:00 a.m.

"B" Shift - 7:00 a.m. to 3:00 p.m.

"C" Shift - 3:00 p.m. to 11:00 p.m.

~~Section 23.2~~ - There shall be two (2) Police Officers assigned as dispatchers and on duty in the Communications Center on all shifts.

~~Section 23.3-2~~ - There shall be one (1) Police Sergeant assigned in the Communications Center on all shifts.

~~Section 23.4-3~~ - There shall be one (1) Police Officer Teleservice Operator on duty in The Communications Center on all shifts, however, on the "A" Shift, the Teleservice Police Officer may be required to do other work, other than Teleservice work, on said "A" Shift, as needed.

~~Section 23.5-4~~ - Any additional Police Officer(s) assigned to the Communications Center utilized at the discretion of the Department to accomplish related functions therein.

~~Section 23.6-5~~ - There shall be a Lieutenant or Captain, assigned by the Department, as the Officer-In-Charge of the Communication Center, who shall work the Administrative Schedule on the "B" Shift in accordance with Article 17, Section 1, Subsection C, thereof.

~~Section 23.7-6~~ - Except for the Officer-In-Charge position, all other Police Officer and Sergeant positions shall be bid on the basis of seniority within the department in accordance with Article 7, Section 5.

~~Section 23.8-7~~ - It is understood that the position of Telex Operator (44) and the Call-takers/Complaint-takers shall be staffed by civilians, except in an extreme emergency.

~~Section 23.9-8~~ - It is also agreed that no civilians assigned to the Communications Center, or any other civilians, shall replace and/or relieve any Police Officer and do any assignments of said Police Officer(s) except in an extreme emergency.

~~Section 23.10-90~~ - All overtime required, as per Article 14, if any, within said Communications Center, by Police Officers and/or Sergeants, shall be solely scheduled and worked by those Police Officers and/or Sergeants assigned to the Communications Center.

~~Section 23.11-10~~ - The City may utilize civilians to discharge the duties of the Communications

Center as follows:

(A) Notwithstanding any of the prior sections of this Article as the positions become open but no later than July 1, 1996, the City shall be entitled to civilianize all positions in the Communications Center, except that of sergeants, the front desk, and the officer in charge in the Communications Center which shall be a lieutenant or a captain.

(B) The front desk, not including the teleservice station, shall remain a part of the uniform patrol division and shall be filled by a police officer and shall be under the supervision of the patrol division.

### SECTION III – MONETARY PAYMENTS

#### ARTICLE 24

##### WAGES

**Section 24.1** – Effective July 1, ~~2016~~2021, wages shall be increased by ~~one (1)~~ 3.0 percent. (Exhibit A).

**Section 24.2** – Effective July 1, ~~2017~~2022, wages shall be increased by ~~two and one half (2 1/2)~~ 3.0 percent.

**Section 24.3** – Effective July 1, ~~2018~~2023, wages shall be increased by ~~two (2)~~ 3.0 percent.

**Section 24.4** – Effective July 1, ~~2019~~2024, wages shall be increased by ~~two (2)~~ 3.0 percent.

**Section 24.5** – Effective July 1, ~~2020~~2025, wages shall increase by ~~two (2)~~ 2.0 percent.

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**Section 24.6** – The Field Training Officers while working as such shall be paid an additional seven and one half percent (7.5%) of their daily wages which pay shall be included in the next pay period. Field training officers shall be selected based on qualifications from applicants by a committee of three (3) members, two (2) of whom are selected by the Chief and one of whom is selected by the Union. If qualifications are equal, seniority shall control selection.

**Section 24.7** – The City shall use its best efforts to implement by December 31, 1998 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.

**Section 24.8** – The City shall use its best efforts to make any retroactive payments for the wage increases effective July 1, 2004 and July 1, 2005 within ninety (90) days of approval of this Tentative Agreement by



the City Council provided that the union membership shall also have ratified the Tentative Agreement:

Section 24.9 – Officers who have received “certification” prior to December 31<sup>st</sup> of each contract year, pursuant to a test paid for by the City, in a language other than English, will receive a \$750.00 stipend per year paid in the first pay period of April of each contract year. Officers will need to recertify every three (3) years.

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## ARTICLE 25

### MINIMUM PAY FOR CALL BACK AND OFF-DUTY ARRESTS AND OFF-DUTY COURT

Section 25.1 - Whenever the Police Department requires the services of any members of the department and recalls this member to duty, after he or she has completed his or her regular tour of duty, he or she shall be paid for a minimum of four (4) hours of such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.2 - Each such officer recalled to duty on his or her regularly scheduled day off shall be paid a minimum of four (4) hours pay for such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.3 - Should the recall be directly connected to his or her regular tour of duty he or she shall be paid for the hours worked in excess of his regular tour at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.4 - Whenever any member of this department, while off-duty, makes an arrest, or a juvenile referral, and is required to come to the station house to complete the arrest and write his reports he shall be paid for such work. His superior officer will note the time of arrest and time of completion and submit his name for payment on the overtime sheet, for no less than a minimum of four (4) hours. The payment of recall pay and off-duty arrest will be pursuant to Article 14, Overtime Pay.

Section 25.5 - The day-off is calculated from midnight to midnight. Anytime during this period, if any employee is recalled to duty, he shall be entitled to a minimum of four (4) hours pay calculated as per Article 14, Overtime Pay.

Section 25.6 - After being recalled one day off and he is held beyond midnight, of such recall day, and the second day is also a day off, he then shall get paid for each such hour, or fraction thereof, in addition to the

four (4) hours minimum for recall day, provided it is directly connected to the recall period.

**Section 25.7** - If he is sent home and is again recalled, on the second day of his scheduled day off, then he again shall be entitled to a minimum of four (4) hours pay as per Article 14, Overtime Pay.

**Section 25.8** - No member of this department shall be recalled to duty during or while he is on vacation, by any officer of this Department. Such officer may request his recall and it shall not be binding upon such member to return to duty, but may return at his own option.

**Section 25.9** - Nothing in this Article shall prevent the Chief of Police or his designee from ordering all employees back to duty in an emergency.

**Section 25.10** - Members of the Department who are subpoenaed for court appearance while off duty or for testimony while off duty by the State Liquor Control Authority, the Department of Motor Vehicles on DWI cases, the Board of Firearms and Permit Examiners on permits, and in other situations as determined by the Chief in his absolute discretion if the testimony directly relates to the officer's performance of police duties or activities shall be paid in the following manner:

(A) All officers shall be required to have the reverse side of the subpoena time stamped and signed by the state's attorney, assistant state's attorney or inspector (or court advocate at the juvenile court or Commissioner or designee of the above referenced state agencies) and returned to their commanding officer within five (5) days from the appearance date. This procedure is mandatory in order for payment to be made.

(B) Officers shall directly receive the court time payment made by the judicial department. This payment shall be the full and only payment made to the officer for the first full hour of court time or portion thereof. In the event that this court time payment is less than time and one-half the hourly rate (when required) for any member of this bargaining unit the City should compensate the officer for the difference.

(C) All court time worked after the first hour shall be paid at time and one-half (1 1/2) as and if required by the collective bargaining agreement for each hour worked.

(D) Officers working court time shall have the option of working the full hour or eight hours tour of duty as required by the collective bargaining agreement. Officers who wish to exercise this option shall

advise their commanding officer as soon as this decision is made. Patrol officers working the extended tour duty shall report for duty in the uniform of the day. All officers shall report to their commanding officer immediately upon being released from court.

**Section 25.11** - The City shall adopt a policy that members of the Department who are subpoenaed for depositions or in civil actions for testimony relating to their duties as an employee of the City should be paid by the party issuing the subpoena for all such testimony, including travel, waiting and other time at the overtime rate of pay with a minimum payment of four (4) hours. The City shall provide a copy of the policy to the Union so that the Union may issue mail a notification of this policy to the party issuing the subpoena. The City shall have no responsibility to enforce the policy or to make payment to the officer if the party issuing the subpoena does not make payment.

**Section 25.12** - Each such officer recalled to duty shall be paid a minimum of four (4) hours. The City agrees that it shall not employ this language to split an eight (8) hour shift assignment. This is applicable for all divisions and assignments. This does not apply to section 25.3 and 25.10.

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## ARTICLE 26

### LONGEVITY

#### **Section 26.1** -

(A) Each employee who has completed five (5) years of service shall be paid an annual longevity, for each year of completed service, calculated by seventy-five dollars (\$75.00) with no cap. The completed years of service shall be as of the employee's anniversary date as per the practice of the City.

**Section 26.2** - An employee shall receive his annual longevity increment on the first pay date in December of each agreement year except that he shall receive such longevity increment at the time of his retirement in the event that he retires during the agreement year prior to such first pay date in December.

**Section 26.3** - If an employee who is entitled to an annual longevity increment in accordance with the provisions of Section 1 of this Article shall die during the year prior to such first pay date in December, such annual longevity increment shall be paid to his widow(er). If he is not survived by a widow(er), such longevity increment shall be paid to the beneficiary designated by him under the terms of his Life Insurance

Policy provided for under Article 30, Section 2.

**Section 26.4** - Should an employee be dismissed or voluntarily leave the department, prior to such first pay date in December, such annual longevity increment shall be pro-rated, based on the amount of his service, from the first day of the agreement year through the date of termination.

#### ARTICLE 27

##### PREMIUM PAY

**Section 27.1** -

- (A) All employees who work on the "C" shift (3:00 pm. to 11:00 p.m. or 4:00 p.m. to 12:00 midnight) shall receive one dollar and ~~thirty~~ twenty-five cents (\$1.325) / per hour as premium pay.
- (B) All employees who work on the "A" shift (11:00 pm. to 7:00 a.m. or 12:00 midnight to 8:00 a.m.) shall receive one dollar and ~~fifty~~ forty cents (\$1.540) / per hour as premium pay.
- (C) Said premium pay shall be paid each employee, in the weekly check which shall reflect the reason for the payment.

#### ARTICLE 28

##### RETROACTIVE PAYMENT

**Section 28.1** - Retroactive payments under this agreement shall apply to all regular earnings, ~~uniform allowance~~ premium pay, and overtime which may have been worked between ~~July 1, 2021~~ July 1, 2008 and the date on which this agreement is implemented, by signing or by law unless otherwise specified elsewhere in the Agreement.

#### SECTION IV – BENEFITS

#### ARTICLE 29

##### UNIFORM ALLOWANCE

~~[H]~~**Section 29.1** – Each employee who is appointed to the Police Department shall receive the sum of five hundred (\$500.00) dollars as an initial uniform allowance and shall receive the following equipment to be issued and owned by the City: a handgun, an initial box of ammunition, three magazines, a cleaning kit, and a gun belt. Each new employee who is appointed to the Police Department in lieu of the uniform

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allowance spelled out in Section 29.2, shall receive the initial uniforms pursuant to a Quartermaster process and the following equipment to be issued and owned by the City: a handgun, an initial box of ammunition, three magazines, a cleaning kit, and a gun belt. The provided uniforms will include all garment and equipment deemed necessary for the academy and the patrol division, including road job gear pursuant to Policy 2.09.

**Section 29.2** – All employees presently employed on the first day of this Agreement shall receive a uniform allowance of ~~nine hundred and twenty-five dollars (\$925.00)~~ one thousand dollars (1,000.00) to be paid on October 1st of each agreement year to each active member. ~~This allowance will not be retroactive. Effective October 1, 2015, the uniform allowance shall increase to \$948.13. This increase shall sunset on June 30, 2016 and the uniform allowance shall return to \$925.00 on June 30, 2016.~~

**Section 29.3** - Any Detective, newly permanently appointed shall receive one hundred twenty-five dollars (\$125.00) upon appointment.

**Section 29.4** - The City shall provide each uniformed employee with their own foul weather gear of good quality and condition. Such clothing shall consist of a reversible raincoat, one side of which shall be of bright or luminous color for traffic duty purposes, boots, rubbers and weatherproof hat cover.

**Section 29.5** - Request for replacement of foul-weather gear shall be submitted to the immediate Commanding Officer for approval. The Commanding Officer shall then submit the article to be replaced to the Clerk of the Department, for approval by the Board of Police Commissioners.

**Section 29.6** - All personnel shall have the option to carry a back-up weapon not to exceed the equivalent in caliber and comparable in make to their duty weapon. Said back-up weapon will be registered with and ballistically sampled by the department.

## ARTICLE 30

### HEALTH BENEFITS

**Section 30.1** - The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

- A. Effective October 1, 2018 "Healthcare Benefits" (Medical and Prescription Drugs) will be in

accordance with the State of Connecticut Partnership 2.0 Plan.

**B.** All Section 1 Benefits (or if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extent needed) shall be referred to as "Health Benefits".

**C.** The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent excluding orthodontia in accordance with the Dental Plan, City of Bridgeport, revised January 1, 1995.

**D.** The Vision Service Plan or its equivalent in accordance with Vision Care Benefits for the City of Bridgeport a copy of which is annexed the originals to this contract (the "Vision Plan") (Exhibit C).

**Section 30.2** - The City shall provide and pay for the cost of a Group Life Insurance Policy that shall be rounded off to the nearest one thousand dollars (\$1,000) of the top grade Police Officer's Annual base salary; the policy shall include death and dismemberment benefits. ~~with accidental death and dismemberment for all employees.~~

**Section 30.3** For employees hired prior to the February 29, 2016, and their surviving spouses, if any, who retire and who (1) have completed twenty-five (25) years of continuous service in the employ of the City in any City department prior to retiring from the police department; or (2) have been deemed eligible for a work related disability pension by CMERS, 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 or as said plans have thereafter or may hereinafter, be changed by agreement of the City and retirees.

**Section 30.4** - For employees hired prior to February 29, 2016, and their surviving spouses, if any who retire and who (1) have completed twenty-five (25) years of continuous service in the employ of the City in any City department prior to retiring from the police department; or (2) have been deemed eligible for a work related disability pension by CMERS, the City will provide and pay for benefits under the Medical Plan or for these over sixty-five (65) years of age a supplemental Medicare Part B and plan to Medicare Part B offering benefits equal to the Medical Plan. Such retirees, and their surviving spouses, shall pay premium share in accordance with the contract between the Union and the City. Coverage for surviving spouses shall terminate upon remarriage. Benefits and contributions shall be as set forth or as said benefits

and contributions may be changed by agreement of the City and the retirees. Employees hired subsequent to the execution of this Agreement shall not be eligible for retiree medical benefits from the City. In the event an employee is deemed eligible to receive a service connected disability under CMERS said employee shall receive post retirement medical benefits from the City. If an employee is disabled for a non-service connected event said employee shall not be eligible for retiree medical benefits from the City. The Union shall withdraw all grievances and MPPs associated with retiree medical benefits concerning service time with the City.

**Section 30.5** - Whenever an employee covered by this agreement is suspended, all Health Benefits and insurance shall be provided throughout the period of suspension. Whenever an employee covered by this agreement is terminated, all Health Benefits and insurance shall be provided throughout the period of termination by the City, provided that the employee has appealed or grieved the termination within the time limits set forth in the disciplinary and/or grievance procedures of this agreement, and for the sooner of that period of time until final decision on such grievance or appeal has been rendered or the period of ninety (90) days ~~one (1) year~~ from termination whichever is less. Any termination that is sustained by the appeal or grievance process shall result in the employee incurring a debt, promptly due, for the premiums paid during such period of termination. Only the three (3) officers currently on health benefits as of June 1, 2023, after termination, shall remain on health benefit coverage until the final decision on their grievance or appeal.

**Section 30.6** - The City may offer the privilege of choosing an alternative health care carrier in lieu of the City's Plans as set forth in Section 1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans or administrator an amount up to but not to exceed that which the City pays for the City's Plans as specified in Section 1 of this Article. If the premium for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

**Section 30.7** - The City shall be permitted to substitute insurance or Health Benefit arrangements from any source for the Plans provided for in Section 1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plans specified in Section 1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 1 of this Article and substitution may be proposed for any one or more of the specified coverages.

**Section 30.8** - Medicare Part B monthly payments will be reimbursed by the City annually by December 31st of each year for employees who have retired after January 1, 1993 who have such coverage.

**Section 30.9 (A)** For employees who want the health coverage provided by the City under Section 30.1(A), (B) and (C), the City shall provide a payment as set forth below to defray expenses under the alternative healthcare coverage. To participate in the Insurance Buy-Out Program, the employee must have alternative health insurance coverage. Written proof of alternative coverage is required from either the other employer or insurance carrier and must include the effective date of coverage.

**(AB)** In the event that more than eight (8) employees as of July 1 annually waive health benefit coverage then the payment in lieu of health benefits shall be in the amount of \$2000 per year. The City shall provide notice to the Union of the current number of personnel opting out of health benefit coverage every April 1<sup>st</sup>. In the event that less than eight (8) employees waive health benefits, then the payment shall be in the amount of \$500 per year. In addition, current employees. Effective July 1, 2015, employees will not be permitted to receive the buyout in the event that they are opting out of the City's plan but are inevitably



covered by another employee, i.e., their spouse, in a City plan of any kind, including the Board of Education.

(BC) There will be an open enrollment period.

(ED) Any employee who has dependent children living out of the State of Connecticut as a result of a divorce or legal separation, may continue their Health Benefits coverage at no cost to the employee (other than employee contributions) provided they verify such dependent's living status to the City. Such verification must be in the form of a sworn affidavit.

**Section 30.10** - The City, at its option, may change carriers for the insurance or the method of providing the Health Benefits in this Article, provided the benefits are equal to or better than in all benefits, in the manner of payments, services and procedures for payments.

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

**Section 30.11** - Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement and the last day of this Agreement) shall contribute a Premium Cost Share, ten percent (10%) across the board effective upon approval of the contract by the City Council, but not later than 12/31/05, and eleven percent (11%) effective 7/1/06 and twelve percent effective 7/1/07. For purposes of this Section (and wherever applicable elsewhere in this Article), premium cost shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA").

A) Effective July 1, 2023, the Premium Cost Share (PCS) paid shall be reduced to 25% for all active employees. Thereafter, the PCS shall increase by 1% per year on July 1<sup>st</sup> of each year, until a cap of 33 1/3% is reached (In accordance with the chart below), except as otherwise set forth in paragraph (B) below.

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|                     |            |
|---------------------|------------|
| <u>July 1, 2023</u> | <u>25%</u> |
| <u>July 1, 2024</u> | <u>26%</u> |

|                     |                |
|---------------------|----------------|
| <u>July 1, 2025</u> | <u>27%</u>     |
| <u>July 1, 2026</u> | <u>28%</u>     |
| <u>July 1, 2027</u> | <u>29%</u>     |
| <u>July 1, 2028</u> | <u>30%</u>     |
| <u>July 1, 2029</u> | <u>31%</u>     |
| <u>July 1, 2030</u> | <u>32%</u>     |
| <u>July 1, 2031</u> | <u>33%</u>     |
| <u>July 1, 2032</u> | <u>33 1/3%</u> |

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- B) Regular full-time employees hired before January 1, 2012 shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance. This 25% PCS cap is guaranteed to remain in effect for said members throughout their period of employment with the City and their entire period of retirement.

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**Section 30.12 -**

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

(B) As an alternative to the current Health Benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party. Participation in the Plan shall be voluntary.

**Section 30.13 -**

(A) For employees who retire on or after June 30, 2001, and their surviving spouses, if any, the City shall provide and pay for the same Medical Benefits as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age,

Medicare Part B and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus 50% of any increase in such contributions as such increase may exist from time to time.

If any employee who retires on or after January 1, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for, and if eligible, obtain such Alternate Coverage, provided such Alternate Coverage shall not exceed in cost or contributions by the retiree, the cost or contribution which the retiree would have paid to the City for coverage for Medical Benefits, except as provided below. The retiree shall not take advantage of any buy-out program in lieu of such Alternative Coverage. The retiree and the retiree's spouse shall remain in the City's plan even if Alternative Coverage is obtained, but the City's coverage shall be secondary so long as such Alternate Coverage is available. In the event that the retiree's cost or contribution for such Alternate Coverage would be more than the retiree's payment for the coverage for Medical Benefits provided by the City, and the City shall not have exercised an option to reimburse the retiree or the retiree's surviving spouse, for such additional cost, the coverage for Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

**Section 30.14 –(A)** All employees hired after July 1, 2005, shall be required to submit to annual physical fitness testing, which shall be based upon the "Cooper Standards" used in the Connecticut Municipal Police Academy, a copy of which is attached to this contract as Exhibit D. Refusal or failure to take the annual physical test (except for authorized leave or documented physical incapacity) shall be cause for discipline. Such physical testing shall be conducted during the employee's regular work shift.

**(B)** Employees hired after July 1, 2005 will be required to maintain the Percentile of Fitness under the "Cooper Standards" required for graduation for the Connecticut Municipal Police Academy adjusted for age and gender. Any such employee who fails the physical fitness test will be retested within ninety (90) days. The first failure on a retest will result in a one (1) day suspension without pay. The second failure will result in a five (5) day suspension without pay. Upon a third failure the Chief of Police may initiate action to terminate employment.

(C) The City shall have the right to implement a Cooper's test in accordance with the language of the collective bargaining agreement for all employees hired after July 1, 2005. Said test shall not occur before September 1, 2015.

**Section 30.15** – Divorced employees must notify the City within thirty (30) days of the divorce decree (Dissolution/Disposition Date) and complete the necessary forms to remove the ex-spouse. The ex-spouse and any covered step-children shall be ineligible for coverage at the end of the month in which the Dissolution/Disposition Date is adjudged by the court. The City payroll office will deduct any excess payment paid each month in which a spouse and/or step-child were continued in the plan regardless of claims, or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

**Section 30.16** - The City shall pay for fifty (50%) percent of yearly liability insurance for each officer employed by the City through the AFSCME/PORAC program. The City shall have no obligation to pay any monies for any officer who is not enrolled in and paying for the AFSCME/PORAC program.

#### ARTICLE 31

##### EDUCATIONAL REIMBURSEMENT

**Section 31.1** - The City shall reimburse each employee for the cost of tuition, ~~and books and fees, for~~ courses in which the employee has enrolled necessary to enroll and/or take the course within sixty (60) days of submission of those their costs, to the Office of Labor Relations Department Clerk, upon satisfactory completion and at a grade of C or better, in each course, and/or in a degree program resulting in a degree at an accredited college or university in subjects which are designed to increase the Officer's proficiency in their present or potential future duty assignments in the Police Department and shall be related to one or more of the following fields:

- A) Police science or procedure;
- B) Police, criminal justice or public administration;
- C) Police-related investigation procedures;
- D) Forensic sciences;

- E) Psychology;
- F) Computer Science

The maximum reimbursement amount that the City will reimburse is one-hundred thousand dollars (\$100,000.00) for the bargaining unit per contract year. The disbursement of the funds will be on a first come first served basis, until the maximum is reached.

**SECTION V – HOLIDAYS AND LEAVES**

**ARTICLE 32**

**HOLIDAYS**

**Section 32.1** - Each employee who works on a legal holiday on a day during which he 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, on administrative leave with pay or administrative status with pay or off duty sick and confined to a hospital, when a legal holiday occurs, shall receive a day off for each such legal holiday.

**Section 32.2** - Each employee shall have the option of electing to receive up to a maximum of the number of legal holidays provided in sections 6 and 7 of this Article as such days off in lieu of actual legal holidays or else pay for such days. Each day of holiday pay shall be computed by multiplying the employee's regular hourly rate of pay by eight (8) hours.

**Section 32.3** - Each employee who wishes to receive holiday pay in lieu of days off, shall notify the clerk of the Police Department, in writing, prior to February 15, of each fiscal year, of the number of days of holiday pay, up to the maximum number of such days hereinbefore provided, which he/she has elected to receive for that fiscal year. On or before the third (3<sup>rd</sup>) payday in March, of each fiscal year, the City shall pay to each employee the holiday pay which he/she has so elected to receive for that fiscal year. Additionally, each employee who wishes to may take up to five (5) Banked Holidays in holiday pay provided he notifies in writing the clerk of the Police Department prior to February 15 of each fiscal year also to be paid out on or before the third (3<sup>rd</sup>) payday in March of each fiscal year.

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**Section 32.4** - If any employee has to his credit days off for unused holidays or pay not yet received for

holidays at the time of his retirement, death or resignation, he or his widow(er) shall receive, at the time of such retirement, death or resignation, holiday pay for each such unused holiday off or unreceived pay. If such employee shall die and is not survived by a widow(er), such holiday pay shall be paid to his survivor as designated in his insurance policy with the City of Bridgeport, per Article 30, Section 2.

**Section 32.5** - Each employee will be given his choice of days, for holidays off, provided, it does not interfere with the normal running of the department and can be used prior to being earned, in that agreement year. Holidays, days-off may be accumulated during the year and from year to year. If, in the judgment of the Board of Police Commissioners, it is impractical to grant days off for unused holidays to certain employees, said Board shall certify this fact to the Personnel Director and such employee shall be paid for each holiday. With the exception of the Patrol Division, Detective Division, and the Union President, the Chief of Police or his designee shall have the right to determine which division shall remain open on any given holiday. The employees assigned to any division which is closed on any given Holiday in accordance with this Section shall have the right to elect to take either a vacation day, compensatory day or a holiday for that day off. The Chief of Police's decision in any given year will have no precedential effect for any future year.

**Section 32.6** - For purposes of this Article, the following days shall be considered legal holidays: New Year's Day, Martin Luther King's Birthday, President's Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

**Section 32.7** - If the Mayor officially proclaims on a non-collective bargaining basis a holiday off with pay for all other City employees (other than employees of the Board of Education), this bargaining unit shall receive the same benefit.

**Section 32.8** ~~All police personnel shall bank all unused accumulated holidays for the fiscal year July 2008 to June 2009.~~ Each year, each employee shall be given a copy of his/her banked holidays by the Police Department Clerk.

## ARTICLE 33

### VACATIONS

**Section 33.1** - Subject to the needs and normal operation of the department by the Chief of Police, or his designee, each employee will be given his choice of vacation days. In case of conflict, seniority shall be recognized as the determining factor, provided however, that Section 8 of this Article is complied with.

**Section 33.2** - The vacation period shall be from April 1 to March 31 following. If, due to the pressure of department business, or by reason of emergency or the requirements of public safety, health or welfare, the department finds it impossible to grant a vacation, or to grant full vacation of an employee in the department, the Chief of Police or his designee shall certify this fact to the Personnel Director, and such employee shall be paid the sums which would have been due to him while on vacation, in addition to his usual salary or wage. If any vacation carryover is unreasonably denied, such denial may be appealed to the Board of Police Commissioners.

**Section 33.3** - Vacation leave shall not be cumulative, but shall be taken during the period of April 1 to March 31 following, except if, during any agreement year, an employee, because of sick leave or injury leave is required to cancel all or part of his previously selected vacation leave, and if said employee is unable, because of the limitations provided for in this Article involving the department's necessities, to reschedule, such canceled vacation leave may be taken by said employee during the following agreement year, subject to the limitations of this Article but, additionally, any employee with ten (10) or more years of service, at the employee's option, may carry over into the next vacation year up to a maximum of two (2) vacation weeks, but if said carry-over weeks are not used in said following vacation year, the employee shall be paid for any unused portions thereof at the rate in effect when the entitlement arose and shall be paid on or about the first pay period in May of each year. If said employee dies, prior to the use of such carry-over vacation week(s), the survivor shall be paid for said vacation week(s) at the rate of pay as they were earned. The amount of vacation to be granted to each employee during any vacation year shall be computed according to the length of continuous service of such employee on March 31, of such vacation year. No employee shall be granted vacation in excess of the amount he has earned.

**Section 33.4** - Where the work week of the particular employee does not coincide with the calendar week, then, in that event, the calendar week shall be deemed to mean of period of seven (7) consecutive days commencing with the first day of the working week of the individual employee.

**Section 33.5** - Any employee who is entitled to a vacation at the time of his retirement, shall receive pay for all such unused vacation leave. In the event that any employee is entitled to vacation leave at the time of his death, his widow(er) shall receive the vacation pay on the same basis as that to which the employee is entitled for a vacation leave due at the time of retirement. If the employee does not have a widow(er), then, in that event, the vacation pay shall be distributed to the beneficiary as stipulated on the beneficiary card of the City's Life Insurance Group Policy, for such employee, per Article 30, Section 2.

**Section 33.6** - Any employee may change all or part of his vacation at any time provided that such newly selected vacation is not in conflict with the vacations previously selected, or with holiday days off previously selected and provided that such employee notified, in writing, the commanding office of his division, not less than one (1) day prior to the date when his previously selected vacation is to start, whichever comes first, giving both the original date and the new inclusive dates.

**Section 33.7** - Employees with continuous municipal service shall receive the following allotment of annual vacations, effective on the anniversary date of the employee and taken within the vacation year as specified in Section 3, of this Article. For purposes of this Article, a vacation week shall be five (5) working days.

Less than one (1) year of service...one (1) day of vacation with pay, for each month of such continuous service, but not to exceed one (1) week.

One (1) year, but less than five (5) years...two (2) weeks vacation.

Five (5) years, but less than ten (10) years...three (3) weeks vacation.

Ten (10) years, but less than fifteen (15) years...four (4) weeks vacation.

Fifteen (15) years, but less than twenty (20) years...four (4) weeks and three (3) days vacation.

Twenty (20) years and over...five (5) weeks and three (3) days vacation.

Each employee may split up two (2) weeks of vacation, five (5) working days, for each such vacation week to be taken as requested by the employee, subject to the needs and normal operations of the department.



Manpower levels will not be a basis for denying vacation requests, except in emergency situations.

**Section 33.8**

(A) No employee regardless of seniority, shall choose more than two (2) weeks of vacation during the period of June 1 to September 30, until all employees of that same division or platoon shall have chosen up to two (2) weeks vacation, providing however, that Section (C) (i) and Section (C) (ii) are complied with. Vacation selections will be granted on the basis of Departmental Seniority.

(B) Each successive week of vacation, beyond two (2) weeks, shall be chosen on the same basis of seniority. Exceptions to the above may be permitted only upon the approval of the Chief of Police or his representative.

(C) The basis for determining preference of vacation weeks shall be as follows:

(i) Each employee shall submit three (3) choices of vacation, first, second and third choice, prior to March 1, for vacations commencing on April 1 to be taken by seniority between April 1 and September 30.

(ii) Each employee shall submit three (3) choices of vacation, first, second and third choice, prior to September 15 of each vacation year, for vacations taken by seniority between October 1 and March 31.

(iii) If vacations are not submitted as stipulated in Section (C) (i) and/or Section (C) (ii) of this Article then, in that case, vacations shall be approved on a "first come/first serve" basis. Ties shall be broken by the toss of a coin in the presence of the employee's respective commanding officer or an officer as designated by the respective commanding officers.

**Section 33.9** - Should any member of this department terminate his employment with the department for reason other than dismissal, retirement or death and has not used up the vacation he has previously earned and is entitled to receive under this agreement, he shall receive such vacation pay, prorated from April 1 to the date of termination prior to such termination or at the discretion of the department, may be paid for such unused vacation time on the basis as Section 5 of this Article.

**Section 33.10** - All police personnel shall bank all unused Vacation time for the fiscal year July 2008 to

June 2009. All unused vacation days shall be converted into either holidays or compensatory days

#### ARTICLE 34

##### INJURY LEAVE/SICK LEAVE

**Section 34.1** - Employees who are absent from work as a result of job-related injury or illness, and who are eligible for and receiving payments for disability under the Worker's Compensation Act, shall receive payments for the difference between the Worker's Compensation benefit and their net straight time pay not to exceed eighteen (18) months. Officers must report work injuries to their superior officer as soon as he becomes aware that the injury or disability was suffered in the line of duty. For purposes of this Agreement, the term "net straight pay" shall be calculated to equal an officer's straight-time wages based on their current rank. The following items will be excluded in this order: 1) CMERS payments; 2) Medical premium share payments; 3) Tax withholding; 4) Union dues. The supplement referenced herein if due shall be paid by the City on the normal pay day. In addition, if an employee is out on Workers' Compensation and the supplement does not cover the medical premium share that employee shall be treated consistent with the City's practice with other bargaining units. Upon receiving a report that any employee has been injured or disabled in the performance of duty, the superior officer shall make an appropriate entry in the departmental records and an appropriate report of same to the clerk of the department on the form provided. Each employee so injured or disabled shall have the right to choose a physician or physicians from a list of approved health care providers on the City of Bridgeport's Workers Compensation Managed Care Plan, as such may be modified from time to time by the plan administrator and approved by the Workers Compensation Commissioner; provided that an employee may continue to treat with a physician or physicians with whom he/she has been treating where a subsequent injury is a reoccurrence of a prior injury as determined by the Commissioner.

**Section 34.2** - As a result of the Arbitration Award in Case No. 9192-MBA-41, effective December 1, 1992, the provisions of C.G.S. Section 7-433(c), as amended, pertaining to heart and hypertension benefits, shall be incorporated herein.

**Section 34.3** - The Union agrees that patrol officers shall be able to work light duty in the identification

unit at the patrol rate, in patrol or designated uniform. There shall be no reduction in the number of detectives assigned to this unit as a result of the utilization.

**Section 34.4** – Employees on Worker’s Compensation shall be granted leave until they reach maximum medical improvement.

**Section 34.5** - Sick leave may be used by any employee incurring any illness or disability, including pregnancy, which causes the employee to be unable to perform the regular duties of his/her employment, up to the limit of the employee’s accumulation. Up to five (5) days per fiscal year of sick leave may also be used in the event of sickness or disability of a member of the employee’s household, or relative for whom the employee has a major care responsibility, which requires the employee to be absent from his/her normal duties.

(A) Effective July 1, 2023, all employees shall earn 1.25 days of sick leave per month to a maximum fifteen (15) days of sick leave in each fiscal year. Effective July 1, 2015, those employees hired prior to the execution of the Agreement, shall each month earn 1.25 days of sick leave to a maximum fifteen (15) days of sick leave in each fiscal year; employees hired after the issuance of the execution of the Agreement, shall each month earn 0.84 days of sick leave to a maximum of ten (10) days of sick leave in each fiscal year.

(B) — Effective July 1, 2015, those employees hired prior to the execution of the Agreement, shall be credited five (5) sick days multiplied by total years of service, subject to the following caps:

| <u>Service Years</u> | <u>Cap</u> |
|----------------------|------------|
| 10 years             | 50 days    |
| 15 years             | 75 days    |
| 20 years             | 100 days   |
| 25 or more years     | 120 days   |

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Employees who have four (4) or fewer service years at the time of the issuance of the execution of the Agreement shall be credited with twenty (20) days of sick leave.

**(B)(C)** The maximum number of sick days that an employee may accrue is two hundred-thirty (230) days.

Upon retirement, only those employees actively employed on July 1, 2023, shall an employee shall be compensated for fifty (50%) percent of their accrued sick days. New employees hired after ratification of this agreement will not be compensated for any accrued sick days upon retirement or separation of employment with the City.

~~(C)(D)~~ The Union shall have the right to set up a sick leave bank to be used for serious illness. In the event the Union wishes to close and/or end the sick leave bank it shall either wind down the banked days to zero (0) or simply end the bank with no days redistributed to employees or the City. The Union shall hold the City harmless for any action of any kind taken against the City concerning the aforementioned sick leave bank. The phrase "hold harmless" shall include but shall not be limited to payment to the City for all reasonable attorney's fees and costs incurred by the City. The Union covenants and agrees that it shall not file any MPP, grievance, or action against the City concerning the aforementioned sick leave

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Bank. Officers in order to be eligible to receive sick time from the sick leave bank must contribute four (4) days of sick time on or before July 1, 2015. Officers hired after July 1, 2015 in order to be eligible to receive sick time from the sick leave bank must contribute two (2) days of sick time at the commencement of their second year of employment and two (2) days at the commencement of their third year of employment. Once officers have contributed sick days to the bank the City shall on a one time basis contribute three hundred sixty-five (365) days to the bank.

## ARTICLE 35

### FUNERAL AND PERSONAL LEAVE

**Section 35.1** - Each employee shall be granted leave with pay in the event of death in his immediate family. Such leave shall start on the day of the death and continue through and include the day of the burial, except that in no event shall such leave be less than three (3) days commencing with the day of death.

**Section 35.2** - For the purpose of this Article the term "immediate family" shall mean and include the following: Mother, Father, Mother-In-Law, Father-In-Law, Sister, Brother, Wife, Husband, Child, Grandparents, Grandchildren, Step Parents, Foster Parents, and Substitute Parents, Daughter-In-Law, and Son-In-Law. In addition, each employee shall be granted leave with pay of one (1) day to attend the funeral

or wake of his Brother-In-Law, Sister-In-Law, Step Brother, Step Sister, Aunt or Uncle.

**Section 35.3** - Each employee shall be granted four (4) personal days each year for the purpose of conducting personal business, which, if unused, shall be converted into a banked holiday. Probationary employees are not eligible to use a personal day until completion of their probationary period.

**Section 35.4** - Approval of a personal day can't be unreasonably withheld except that the City will have the sole discretion to deny such request if it coincides with Thanksgiving Day, the day after Thanksgiving, Christmas or New Years.

**SECTION ~~IV~~ VI - MISCELLANEOUS**

**ARTICLE 36**

**RESIDENCY**

**Section 36.1** - There shall be no residency requirement for employees of the Bridgeport Police Department covered by the collective bargaining agreement

**ARTICLE 37**

**EXTRA POLICE**

**Section 37.1** - Whenever any person or organization, profit or non-profit, is required to or shall seek the services of employees of the Police Department for extra police work, all such work shall be assigned through the Police Department on a rotation basis and is to be voluntary on the part of the employee. An officer will be entrusted with distributing this work as fairly as possible.

**Section 37.2 - (A)** The rate of pay for Extra Police Work, will be calculated at Sergeant's pay first step for all officers performing this work and shall be paid at time and one-half (1 ½), with a guarantee of a minimum of four (4) hours pay per assignment, except that, all work performed in excess of eight (8) hours in any one day shall be at time and one half (1 ½) the outside overtime hourly rate of a Sergeant's pay First Step top grade officer or rank, whichever is applicable.

**(B)** Extra Police. The City shall have the right to set and increase the surcharge rate. The current rate of seventeen dollars (\$17.00) per hour will be increased to thirty dollars (\$30.00) per hour effective July 1, 2023. Thereafter, the City will have the right to increase the surcharge by 5% per fiscal year. This increase

is applicable to construction, utility and road jobs, department store work, small businesses (less than ten (10) employees) or any special events expressed or not expressed in the contract. This pay shall not be retroactive. The City shall increase the surcharge rate from ten dollars (\$10.00) per hour to seventeen dollars (\$17.00) per hour, with an increase to officers of one dollar (\$1.00) per hour. The increase is applicable to construction, utility and road jobs. These new rate increases are not applicable to department store work, small businesses (less than ten (10) employees) or any special events expressed or not expressed in the contract. The rate for department store work, small businesses (less than ten (10) employees) or any special events expressed or not expressed, shall be \$10.00 per hour.

**Section 37.3** - Whenever such person or organization, other than the City of Bridgeport or the Barnum Festival Street Parade, requires or requests such police officer for extra work, profit or non-profit organization, the police officer so assigned will be assigned pursuant to Section 1 of this Article. At all events where six (6) or more officers are assigned, one (1) Detective shall be assigned for each six (6) officers assigned. At no time shall the Police Department authorize auxiliary police or special police to areas of outside extra employment thereby reducing the employment of the regular police of the Bridgeport Police Department, pursuant to this Article, except in cases of extreme emergency. Special Police Officers appointed under Section 23-6 of the City ordinance shall be restricted to the original place of employment.

**Section 37.4** - Whenever such person or organization, whether profit or non-profit, shall require the services of such police officers for extra work on Thanksgiving Day, the day before Christmas, Christmas Day, New Year's Eve after 4:00 p.m., and New Year's Day, the rate of pay for such work shall be time and one-half (1 1/2) the outside overtime hourly rate of pay of such officer or rank, whichever is applicable.

**Section 37.5** - To insure the proper and efficient operation of Extra Police Work, the Rules governing such work are attached hereto as Note #15. Any changes, deletions or additions to such attached Rules shall be implemented upon mutual agreement of the City and the Union.

**Section 37.6** - Should the necessity arise to cancel the police officer so hired by such person, or organization, a minimum of one (1) hour notice shall be given prior to the starting time. If such person or organization fails to give this minimum of one (1) hour notice, and the police officer has already left his

house for the place of employment, such person or organization shall be required to pay the minimum of four (4) hours pay.

**Section 37.7** - The efficiency of the department shall not be impaired in order to provide extra police work for any person or organization.

**Section 37.8** - The rate of pay for outside work provided in Section 2 above may be changed with the agreement of the Union and the City, however, such rate shall not exceed that specified in Section 2.

**Section 37.9** - Whenever an Officer, assigned to the overtime office, is unable to fill an overtime job within twenty-four (24) hours of said job with a Police Officer, the job may be filled by a Detective from an alphabetical Detective list. Such Detective assignment shall be paid at the ~~Patrol Officer's~~ Sergeant's first step as described in 37.2(A) rate of pay and said Detective shall wear a Police Officer's uniform with the Detective Shield.

It is expressly understood that the list of Police Officers shall be exhausted before hiring a Detective. In the event a Detective is unavailable, the Sergeants shall be asked in alphabetical order if they would accept the extra duty assignment, which will be paid at the ~~Patrolman's~~ Sergeant's first step as described in 37.2(A) work rate of pay.

If no Sergeant is available, a Lieutenant, Captain or Deputy Chief, in ascending order of rank, shall be asked to work in alphabetical order and shall be paid at the ~~patrol officer's~~ Sergeant's first step as described on 37.2(A) extra police work rate of pay.

## ARTICLE 38

### OUTSIDE EMPLOYMENT

**Section 38.1** - The City hereby gives permission to the employees to obtain part-time employment other than police work.

(A) An employee shall submit to the City on October 1st, of every year, in writing, a statement as to the:

- a. Nature of employment and/or name of employer.
- b. Telephone numbers for emergency response.

**Section 38.2** - The employee shall resubmit such statement if there is any change in the above information

and shall update required outside employment information every October 1st, on the standard department form.

**Section 38.3** - No employee shall accept employment which is in conflict with his position as a police officer as defined by state statute.

**Section 38.4** - No employee shall work such hours per week or engage in such physical employment as will hinder the performance of his duties in the department.

**Section 38.5** - Any employee operating a business which employs on a steady basis other department employees shall promptly report same to the department.

**Section 38.6** - An employee shall notify the City as to any injuries received in said "outside" employment.

**Section 38.7** - The conditions set forth above shall be the only criteria concerning the rights to "outside" employment.

#### ARTICLE 39

##### SAVINGS CLAUSES

**Section 39.1** - Should any provision of this agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, it being the intention of the parties that no portion of this agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

#### ARTICLE 40

##### NONDISCRIMINATION

**Section 40.1** - The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, handicap, marital status, race, color, creed, national origin, or any other class protected by applicable laws, political affiliation or union membership.

#### ARTICLE 41

##### GENERAL PROVISION

**Section 41.1** - No employee of the department shall be required to do the work of any other bargaining unit, such as shutting off of fire hydrants. The only time Police Officers will be required to turnoff fire hydrants



is when, without the assistance of the Police Department, an emergency could be created or a fire fighter could be in danger of physical attack.

## ARTICLE 42

### CIVILIANIZATION

**Section 42.1** - The City ~~will~~ ~~may~~ civilianize the job functions and/or assignments in the following areas: Payroll Clerks (KRONOS); Assistants in Clerk's Office; MIS; Data Analysts; Traffic Engineers; Electric Maintenance Officers; Photo Technicians; Records Room (except for the Sergeant and Lieutenant); Detention (by any means except use of special officers); Outside Overtime Office (~~The current officer assigned to the Overtime Office. PO Rivera, will remain until his assignment is completed pursuant to Article 7.5(A) at three (3) years from his initial assignment to the position, except that Article 37, Section 4 will be complied with;~~ Animal Control; Auxiliary Services (all functions except for investigative and appeals functions); and the property room (except that the property room shall remain under the direction of a sergeant, which position shall be biddable, separate from the supervisor of the Records Room). ~~The Chief shall assign one supervisor (Sergeant, Lieutenant or Captain) to oversee Payroll (KRONOS) and the Outside Overtime Office. The current officer in KRONOS can be removed from this assignment anytime after six (6) months from ratification.~~

~~The City may also civilianize the Communications Center in accordance with Article 23.~~

The City may hire Parking Enforcement Assistants during B shift hours to tag parking violations in the enforcement of parking ordinances. The employment of said parking enforcement assistants shall not in any way serve as the basis for the elimination of police personnel. If the City seeks to hire more than twelve (12) such Parking Enforcement Assistants, it shall first negotiate with the Union.

The Records Room is not a biddable position, except for the Sergeant and Lieutenant position.

## ARTICLE 43

### LIGHT DUTY

The job functions and assignments which will be civilianized, as reflected in Article 42, shall constitute shared work to which light duty employees may be assigned. The Chief may assign light duty

employees to the civilianized functions and/or assignments anywhere in the Department, including CAD and may adjust the schedules of such light duty employees as necessary. The assignments of employees to light duty will not exceed the time necessary for the light duty employee to recover to the extent necessary to allow him to return to his regular position; or until it is determined that he will not recover to the extent necessary to allow him to return to his regular position; in which latter case continued assignment to a light duty position will be at the discretion of the Chief.

#### ARTICLE 44

##### CONSECUTIVE ABSENCE POLICY

###### Section 44.1 –

(A) The procedures of this Section shall be implemented by the City when an employee who has been absent (for either job-related or non-job-related reasons) cannot return to work but no sooner than twenty-six (26) weeks from the date of the initial absence.

(B) Upon notification from the City to the employee pursuant to Section a. above, the employee must within sixty (60) days present certification from his physician that the employee is able to perform or will be able to perform his job within eighteen (18) months of the date of initial absence. The City shall have the right to send said employee to a physician of its choosing if it so desires. In the event the City elects to send said employee to a physician of its choosing then the City shall pay any out of pocket expenses incurred by said employee for this physician appointment. The initial date of absence shall be the first day the employee was unable to report to work due to illness or injury. Successive periods of absence separated by less than three (3) calendar months are considered as the same absence when the illness or injury rendering the employee absent remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date of absence. If an employee's physician does not certify that the employee is able to perform without limitation the duties of his position or, if in the opinion of a physician selected by the City, the employee is found to be unable to perform said duties, the City may terminate the employee.

(C) When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the City, a third medical opinion shall be obtained. For such a purpose, the employee

shall select the third physician from a list of three physicians (with the appropriate medical specialty) selected by the City's insurance provider. In this conflict of opinion situation the third medical opinion shall prevail.

(D) In the event the employee does not report for the required medical evaluations, the employee may be terminated and such termination shall be deemed to be for just cause.

(E) In the event the employee returns to work within eighteen (18) months, the employee shall suffer no loss in continuous service or seniority rights.

**ARTICLE 45**

**DURATION**

**Section 45.1** - For purposes of this agreement, the effective time will be 00.01 hours, July 1, ~~2016~~2021. The duration of this agreement extend through June 30, ~~2021~~2026 as it applies to all issues in the agreement.

**Section 45.2** - Either party wishing to amend or modify such agreement may so notify the other party, in writing by certified mail, no earlier than November 1, 2020, nor less than one hundred twenty (120) days prior to June 30, ~~2021~~2026

**Section 45.3** - The City may re-open this agreement concerning any proposed further civilianization of the Communications Center upon thirty (30) days notice to the Union.

In Witness Whereof, the parties have caused their names to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Signature Page

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**FOR THE CITY**

**FOR THE UNION**

\_\_\_\_\_  
**Joseph P. Ganim, Mayor**

\_\_\_\_\_  
**Brad Seely, President**

\_\_\_\_\_  
**Erie Amado-Eroll V. Skyers**

\_\_\_\_\_  
**Michael Burdo, Treasurer**

**Director of Labor Relations**

ADMINISTRATIVE SCHEDULEAD

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Feb - 90

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Mar - 90

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Aug - 90

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Dec - 90

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WORK WEEK OF 35.153 OR 35.2 HOURS PER WEEK. THE SEQUENCE IS FOUR 8 HOUR DAYS AND ONE 6 HOUR DAY FOLLOWED BY TWO DAYS OFF. FOUR 8 HOUR DAYS FOLLOWED BY THREE DAYS OFF AND SO ON.

\*ADMINISTRATIVE SCHEDULE IS SHOWN WITH FRIDAYS AS 6 HOURS OR OFF DAY ONLY FOR ILLUSTRATIVE PURPOSES. THE SIX (6) HOURS DAY OR OFF DAY MAY ALSO BE ANOTHER DAY OF THE WEEK.

THE ROTATION ESTABLISHED IN 1990 SHALL CONTINUE INTO SUBSEQUENT YEARS.

**NOTES**

(EXTRA POLICE WORK RULES)

NOTE 1 - The rates set forth in these appendices are annual rates.

NOTE 2 - The top step for the classification of Detective, shall be thirteen percent (13%) above the top step for Police Officers; the top step for the classification of Sergeant shall be fifteen percent (15%) above the top step for Police Officer; the top step for the classification of Lieutenant shall be fifteen percent (15%) above the top step for Sergeant; the top step for the classification of Captain shall be fifteen percent (15%) above the top step for Lieutenant; and, the top step for the classification of Deputy Chief shall be fifteen percent (15%) above the top step for Captain.

NOTE 3 - Any Police Officer (except as indicated in Note 11) with less than six (6) months of service, and any other employee with less than one (1) year of service, in their classification, shall be paid at Step 1 of the salary range of their classification, upon appointment or promotion.

NOTE 4 - Any Police Officer (except as indicated in Note 12) who has completed six (6) months of service shall be paid at Step 2 of their salary range. Any Detective or Sergeant, who has one or more years of service,

in their classification, and any other higher ranking employee who has completed six (6) months but less than one (1) year service, in their classification, shall be paid at Step 2 of the salary range, and shall move to the Top Step six (6) months after reaching Step 2.

NOTE 5 - Any Police Officer (except as indicated in Note 13), Lieutenant, Captain or Deputy Chief who has completed one (1) but less than two (2) years or service, in their classification, shall be paid at Step 3 of the salary range of their classification on the anniversary date of their promotion or appointment. The Top Step will be reached six (6) months after reaching Step 3.

NOTE 6 - Any Police Officer (except as indicated in Note 14) who has completed two (2) or more years of service in their classification, shall be paid at Step 4 of the salary range for their classification on their anniversary date.

NOTE 7 - With the exception of the class of Police Officer, upon the anniversary date when any employee completes the required amount of service, as provided for herein, such employee shall be advanced to the next higher Step in the salary range of their classification.

NOTE 8 - For the purpose of such salary advancement, the term "anniversary date", as used herein, shall mean the date of promotion.

NOTE 9 - No employee who is being promoted to a higher classification shall be required to take a pay cut by reason of such promotion, and if such would otherwise be the case, he shall be advanced to the next higher Step on the promotional salary plan which will pay such employee an annual salary at least equal to, or in excess of, their annual salary prior to such promotion.

NOTE 10 - The City shall provide and pay for local and state gun permits for every member in the bargaining unit.

NOTE 11 - Any Police Officer hired after January 1, 1986 with less than one and one-half (1 1/2) years of service shall be paid at the first step of the salary range.

NOTE 12 - Any Police Officer hired after January 1, 1986 who has completed one and one-half (1 1/2) years of service but less than three and one-half (3 1/2) years of service shall be paid at Step 2 of the salary range on their anniversary date.

NOTE 13 - Any Police Officer hired after January 1, 1986 who has completed three and one-half (3 1/2) years of service but less than five (5) years of services shall be paid at Step 3 of the salary range on their anniversary date.

NOTE 14 - Any Police Officer hired after January 1, 1986 who has completed five (5) years of service shall be paid at Step 4 of the salary range on their anniversary date.

NOTE 15 - EXTRA POLICE RULES

Rule 1 - Assignments will be distributed alphabetically from a rotating list. In cases where an emergency arises the Central Area Commander, or his designee, shall detail an officer to cover the request and later notify the outside overtime office so the officer's name would be adjusted on the rotation list.

Rule 2 - When an officer or detective accepts any outside overtime assignment and for any reason said officer cannot cover the assignment, said officer is to notify the outside overtime officer or the Central Area Commander two (2) hours prior to the start of the assignment so that the next officer on the rotating list can be contacted.

At no time shall an officer give his assignment to any one else on penalty of losing his place on the list. No officer will be allowed to give up an outside overtime assignment, that said officer has already accepted, in order to take a departmental overtime assignment on the same day as this would constitute a violation of this Rule.

Rule 3 - Two separate files shall be kept by the outside overtime office: one for uniformed personnel and one for all Plainclothes detectives. Assignments will be voluntary on the part of the officers. All work normally assigned to the Plainclothes shall be distributed amongst Detective personnel.

Rule 4 - The outside overtime office will leave with the Central Area Commander a list, on a rotating basis, of personnel and Plainclothes personnel that would be notified if employees were needed when the outside overtime office is closed. This list would then be taken to the Central Area Commander and the same procedure would be utilized for weekends and holidays. Employees that refused assignments will be noted on the list.

Rule 5 - Any officer who shall receive outside overtime will be paid for the number of hours worked and, if the outside overtime office is notified that the officer was late for his assigned job, the officer will be docked the



time and the employer will be billed accordingly.

Rule 6 - Whenever the Outside Overtime Office contacts an officer for outside overtime, he/she will be asked if they are available for work. The officer must then inform the Overtime Officer what his available work hours are. The Overtime Officer will then assign the officer the job consistent with the officer's availability, if able. If unable, the officer will be marked as not available and dropped to the end of the rotating List.

Rule 7 - Police personnel will not go to the outside overtime office looking for assignments as all jobs will be assigned by direct phone calls from that office or through the Central Area Commander when the Office is closed.

Rule 8 - All officers given outside overtime assignments will report for duty in the uniform of the day.

Rule 9 - All assignments will be given out from the rotation list and the list will be open for inspection by Union authorized representatives.

Rule 10 - If an officer or detective is off duty, sick or injured the last day of his shift and the officer is scheduled for an outside overtime job(s), the officer will forfeit this assignment(s) due to his condition and the officer shall not be eligible to work any outside overtime until the officer has returned to his/her regular tour of duty or would have returned had he/she not been scheduled to be off for vacation or holiday or other approved leave. The officer will not lose his place on the rotation list. Central Area Commanders will send to the outside overtime office a sick or injured list covering their shifts.

Rule 11 - When any person or organization shall require the services of officers of the Bridgeport Police Department, they will be notified and an investigation will be made and then they will be informed as to what number of officers and supervisors they will need.

Rule 12 - The maximum outside overtime of an employee, if any calendar month, shall not exceed a total of eighty (80) hours worked. Whenever it becomes necessary to use an employee who has achieved the maximum of eighty (80) hours, permission to do so must first be granted by the Deputy Chief of administrative services with notification to the Union.

Rule 13 - Any officer or detective refusing an assignment will be dropped to the end of the rotating list. Any officer or detective who violates any of the Rules governing outside overtime shall be removed from the rotation

list for up to thirty (30) days. Any officer or detective that refuses three (3) consecutive assignments shall also be removed from the rotation list for a period of up to thirty (30) days. Any officer or detective who does not show up for an assignment, after accepting same, shall be removed from the rotation list for up to thirty (30) days.

## MILITARY LEAVE POLICY

### **PURPOSE**

To enable employees to secure a leave of absence from work to satisfy military service obligations.

### **SCOPE**

This policy applies to all City of Bridgeport employees.

### **POLICY**

As provided by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), any employee who leaves for and returns from military service in the United States armed forces, including the Coast Guard, the reserves of any of the armed forces, the National Guard or Public Health Service, shall be eligible for continued health care coverage under the City of Bridgeport medical plan for themselves and their families for up to 18 months, subject to the terms and conditions described below. The employee shall also be entitled to reinstatement to their former position or an equivalent position, as described below.

#### **Eligibility**

In order to qualify for a military leave of absence, the employee's service must be in the U.S. armed forces, the reserves, the Coast Guard, the National Guard or the Public Health Service. This policy applies to employees called to active-duty by the United States Government or by proclamation of a State Governor. This policy shall also apply to reserve training leave for inactive duty.

The employee must give the City written notice prior to the leave, unless notice is not possible (i.e., advance notice prohibited because of military necessity).

#### **Continuation of Benefits**

An employee, on an approved military leave of absence, will be entitled to a continuation of their health care (medical, prescription drugs, dental, and vision care) benefits through the City subject to the following conditions:

1. If the military leave will be for a period of twelve (12) months or less, the employee must continue to make his/her regular contributions towards the cost of health care coverage for the employee and his/her dependents.
2. If the military leave exceeds twelve (12) months, the employee may choose to continue health care benefits and will be responsible for the appropriate CORBA rates.
3. For employee on active duty, coverage through military health services is the employee's primary coverage. However, if the employee seeks care not covered by the military health plan, the coverage under the City's health care plan will be primary. For the employee's spouse and dependents, the City's health care coverage shall remain their primary coverage.

**Job Reinstatement**

Following release from military service, an employee shall have such right to reinstatement, as may be required by State and Federal law in effect at the time the employee applies for reinstatement.

A returning employee's period of military service will be counted in determining the employee's vacation, personal and sick leave. In addition, this time will also be counted as covered service for vesting purposes of retirement benefits. However, the employee must make all of the required contributions to the retirement plan for the period of military service. The contributions must be paid within a period equivalent to three times the length of military service, up to a maximum of five years.

**Use of Paid and Unpaid Leave**

Per C.G.S. § 7-461, any reservist for any branch of the U.S. military, shall be paid the difference between their regular salary and their military salary, for up to thirty (30) days in any calendar year, while they are engaged in field training. If the military salary exceeds the regular salary, the military compensation shall prevail. All other military leave shall be unpaid. If an employee has accrued paid leave (i.e., vacation and personal day), the employee may use his/her accumulated paid leave during their military leave. If the employee does not use accrued paid leave, this time will be credited to the employee upon his/her retirement.

**Procedures**

An employee requesting a military leave must submit a request to their Department Head and then to the Director of Labor Relations. The employee must give the City advance written notice when possible.

In order to be reinstated, employees must notify the City upon discharge from military duty or within a reasonable time thereafter if the delayed notice is due to factors beyond the employee's control.

Failure to follow these procedures will result in the employee losing their entitlement to the benefits, as provided by this policy. Any employee who does not notify the City following their discharge from military service, in accordance with State and Federal law, will be considered to have voluntarily resigned.

**EXHIBIT A**

| EFFECTIVE DATE | GROUP/BU | GRADE/RANK OR PAYBAND | DESCRIPTION    | STEP/LEVEL | HOURLY RATE | ANNUAL SALARY |
|----------------|----------|-----------------------|----------------|------------|-------------|---------------|
| 07/01/2021     | P        | 3401                  | POLICE OFFICER | 0          | 0           | 0             |
| 07/01/2021     | P        | 3401                  | POLICE OFFICER | 1          | 32.2775     | 58913         |
| 07/01/2021     | P        | 3401                  | POLICE OFFICER | 2          | 35.6946     | 65150         |
| 07/01/2021     | P        | 3401                  | POLICE OFFICER | 3          | 39.7661     | 72581         |
| 07/01/2021     | P        | 3401                  | POLICE OFFICER | 4          | 42.4168     | 77419         |
| 07/01/2021     | P        | 3404                  | POLICE DET     | 0          | 0           | 0             |
| 07/01/2021     | P        | 3404                  | POLICE DET     | 1          | 45.7094     | 83429         |
| 07/01/2021     | P        | 3404                  | POLICE DET     | 2          | 47.9311     | 87484         |
| 07/01/2021     | P        | 3405                  | POLICE SGT     | 0          | 0           | 0             |
| 07/01/2021     | P        | 3405                  | POLICE SGT     | 1          | 47.1997     | 86149         |
| 07/01/2021     | P        | 3405                  | POLICE SGT     | 2          | 48.7772     | 89028         |
| 07/01/2021     | P        | 3406                  | POLICE LT      | 0          | 0           | 0             |
| 07/01/2021     | P        | 3406                  | POLICE LT      | 1          | 52.9618     | 96666         |
| 07/01/2021     | P        | 3406                  | POLICE LT      | 2          | 54.5194     | 99509         |
| 07/01/2021     | P        | 3406                  | POLICE LT      | 3          | 56.0932     | 102381        |
| 07/01/2021     | P        | 3407                  | POLICE CAPTAIN | 0          | 0           | 0             |
| 07/01/2021     | P        | 3407                  | POLICE CAPTAIN | 1          | 58.8906     | 107487        |
| 07/01/2021     | P        | 3407                  | POLICE CAPTAIN | 2          | 61.6974     | 112610        |
| 07/01/2021     | P        | 3407                  | POLICE CAPTAIN | 3          | 64.508      | 117740        |
| 07/01/2021     | P        | 3408                  | POL DEP CHIEF  | 0          | 0           | 0             |
| 07/01/2021     | P        | 3408                  | POL DEP CHIEF  | 1          | 67.4103     | 123037        |
| 07/01/2021     | P        | 3408                  | POL DEP CHIEF  | 2          | 70.7194     | 129077        |
| 07/01/2021     | P        | 3408                  | POL DEP CHIEF  | 3          | 74.1858     | 135404        |
| 07/01/2022     | P        | 3401                  | POLICE OFFICER | 0          | 0           | 0             |
| 07/01/2022     | P        | 3401                  | POLICE OFFICER | 1          | 33.2456     | 60680         |
| 07/01/2022     | P        | 3401                  | POLICE OFFICER | 2          | 36.7658     | 67105         |

|              |      |                |   |         |        |
|--------------|------|----------------|---|---------|--------|
| 07/01/2022 P | 3401 | POLICE OFFICER | 3 | 40.9587 | 74758  |
| 07/01/2022 P | 3401 | POLICE OFFICER | 4 | 43.6895 | 79742  |
| 07/01/2022 P | 3404 | POLICE DET     | 0 | 0       | 0      |
| 07/01/2022 P | 3404 | POLICE DET     | 1 | 47.0809 | 85932  |
| 07/01/2022 P | 3404 | POLICE DET     | 2 | 49.3695 | 90109  |
| 07/01/2022 P | 3405 | POLICE SGT     | 0 | 0       | 0      |
| 07/01/2022 P | 3405 | POLICE SGT     | 1 | 48.6154 | 88733  |
| 07/01/2022 P | 3405 | POLICE SGT     | 2 | 50.2405 | 91699  |
| 07/01/2022 P | 3406 | POLICE LT      | 0 | 0       | 0      |
| 07/01/2022 P | 3406 | POLICE LT      | 1 | 54.5507 | 99566  |
| 07/01/2022 P | 3406 | POLICE LT      | 2 | 56.155  | 102494 |
| 07/01/2022 P | 3406 | POLICE LT      | 3 | 57.7755 | 105452 |
| 07/01/2022 P | 3407 | POLICE CAPTAIN | 0 | 0       | 0      |
| 07/01/2022 P | 3407 | POLICE CAPTAIN | 1 | 60.6575 | 110712 |
| 07/01/2022 P | 3407 | POLICE CAPTAIN | 2 | 63.5481 | 115988 |
| 07/01/2022 P | 3407 | POLICE CAPTAIN | 3 | 66.443  | 121272 |
| 07/01/2022 P | 3408 | POL DEP CHIEF  | 0 | 0       | 0      |
| 07/01/2022 P | 3408 | POL DEP CHIEF  | 1 | 69.4325 | 126728 |
| 07/01/2022 P | 3408 | POL DEP CHIEF  | 2 | 72.8407 | 132949 |
| 07/01/2022 P | 3408 | POL DEP CHIEF  | 3 | 76.4114 | 139466 |
| 07/01/2023 P | 3401 | POLICE OFFICER | 0 | 0       | 0      |
| 07/01/2023 P | 3401 | POLICE OFFICER | 1 | 37.8687 | 69118  |
| 07/01/2023 P | 3401 | POLICE OFFICER | 2 | 42.1877 | 77001  |
| 07/01/2023 P | 3401 | POLICE OFFICER | 3 | 45      | 82134  |
| 07/01/2023 P | 3401 | POLICE OFFICER | 4 | 45.4499 | 82955  |
| 07/01/2023 P | 3404 | POLICE DET     | 0 | 0       | 0      |
| 07/01/2023 P | 3404 | POLICE DET     | 1 | 48.4934 | 88510  |

|              |      |                |   |         |        |
|--------------|------|----------------|---|---------|--------|
| 07/01/2023 P | 3404 | POLICE DET     | 2 | 50.8504 | 92812  |
| 07/01/2023 P | 3404 | POLICE DET     | 3 | 51.3587 | 93740  |
| 07/01/2023 P | 3405 | POLICE SGT     | 0 | 0       | 0      |
| 07/01/2023 P | 3405 | POLICE SGT     | 1 | 50.0741 | 91395  |
| 07/01/2023 P | 3405 | POLICE SGT     | 2 | 51.7479 | 94450  |
| 07/01/2023 P | 3405 | POLICE SGT     | 3 | 52.2655 | 95395  |
| 07/01/2023 P | 3406 | POLICE LT      | 0 | 0       | 0      |
| 07/01/2023 P | 3406 | POLICE LT      | 1 | 56.1872 | 102553 |
| 07/01/2023 P | 3406 | POLICE LT      | 2 | 57.8396 | 105569 |
| 07/01/2023 P | 3406 | POLICE LT      | 3 | 59.5091 | 108616 |
| 07/01/2023 P | 3406 | POLICE LT      | 4 | 60.104  | 109702 |
| 07/01/2023 P | 3407 | POLICE CAPTAIN | 0 | 0       | 0      |
| 07/01/2023 P | 3407 | POLICE CAPTAIN | 1 | 62.4769 | 114033 |
| 07/01/2023 P | 3407 | POLICE CAPTAIN | 2 | 65.4547 | 119468 |
| 07/01/2023 P | 3407 | POLICE CAPTAIN | 3 | 68.4365 | 124910 |
| 07/01/2023 P | 3407 | POLICE CAPTAIN | 4 | 69.1205 | 126159 |
| 07/01/2023 P | 3408 | POL DEP CHIEF  | 0 | 0       | 0      |
| 07/01/2023 P | 3408 | POL DEP CHIEF  | 1 | 71.5154 | 130530 |
| 07/01/2023 P | 3408 | POL DEP CHIEF  | 2 | 75.0256 | 136937 |
| 07/01/2023 P | 3408 | POL DEP CHIEF  | 3 | 78.7037 | 143650 |
| 07/01/2023 P | 3408 | POL DEP CHIEF  | 4 | 79.4909 | 145087 |
| 07/01/2024 P | 3401 | POLICE OFFICER | 0 | 0       | 0      |
| 07/01/2024 P | 3401 | POLICE OFFICER | 1 | 39.0051 | 71192  |
| 07/01/2024 P | 3401 | POLICE OFFICER | 2 | 43.4533 | 79311  |
| 07/01/2024 P | 3401 | POLICE OFFICER | 3 | 46.3499 | 84598  |
| 07/01/2024 P | 3401 | POLICE OFFICER | 4 | 46.8134 | 85444  |
| 07/01/2024 P | 3404 | POLICE DET     | 0 | 0       | 0      |
| 07/01/2024 P | 3404 | POLICE DET     | 1 | 49.9479 | 91165  |



|              |      |                |   |         |        |
|--------------|------|----------------|---|---------|--------|
| 07/01/2024 P | 3404 | POLICE DET     | 2 | 52.3755 | 95596  |
| 07/01/2024 P | 3404 | POLICE DET     | 3 | 52.8994 | 96552  |
| 07/01/2024 P | 3405 | POLICE SGT     | 0 | 0       | 0      |
| 07/01/2024 P | 3405 | POLICE SGT     | 1 | 51.5764 | 94137  |
| 07/01/2024 P | 3405 | POLICE SGT     | 2 | 53.3006 | 97284  |
| 07/01/2024 P | 3405 | POLICE SGT     | 3 | 53.8336 | 98257  |
| 07/01/2024 P | 3406 | POLICE LT      | 0 | 0       | 0      |
| 07/01/2024 P | 3406 | POLICE LT      | 1 | 57.8732 | 105630 |
| 07/01/2024 P | 3406 | POLICE LT      | 2 | 59.5749 | 108736 |
| 07/01/2024 P | 3406 | POLICE LT      | 3 | 61.294  | 111874 |
| 07/01/2024 P | 3406 | POLICE LT      | 4 | 61.9071 | 112993 |
| 07/01/2024 P | 3407 | POLICE CAPTAIN | 0 | 0       | 0      |
| 07/01/2024 P | 3407 | POLICE CAPTAIN | 1 | 64.3513 | 117454 |
| 07/01/2024 P | 3407 | POLICE CAPTAIN | 2 | 67.4182 | 123052 |
| 07/01/2024 P | 3407 | POLICE CAPTAIN | 3 | 70.4892 | 128657 |
| 07/01/2024 P | 3407 | POLICE CAPTAIN | 4 | 71.1943 | 129944 |
| 07/01/2024 P | 3408 | POL DEP CHIEF  | 0 | 0       | 0      |
| 07/01/2024 P | 3408 | POL DEP CHIEF  | 1 | 73.661  | 134446 |
| 07/01/2024 P | 3408 | POL DEP CHIEF  | 2 | 77.2764 | 141045 |
| 07/01/2024 P | 3408 | POL DEP CHIEF  | 3 | 81.065  | 147960 |
| 07/01/2024 P | 3408 | POL DEP CHIEF  | 4 | 81.8761 | 149440 |
| 07/01/2025 P | 3401 | POLICE OFFICER | 0 | 0       | 0      |
| 07/01/2025 P | 3401 | POLICE OFFICER | 1 | 39.7852 | 72616  |
| 07/01/2025 P | 3401 | POLICE OFFICER | 2 | 44.3222 | 80897  |
| 07/01/2025 P | 3401 | POLICE OFFICER | 3 | 47.2769 | 86290  |
| 07/01/2025 P | 3401 | POLICE OFFICER | 4 | 47.7499 | 87153  |
| 07/01/2025 P | 3404 | POLICE DET     | 0 | 0       | 0      |
| 07/01/2025 P | 3404 | POLICE DET     | 1 | 50.9467 | 92988  |
| 07/01/2025 P | 3404 | POLICE DET     |   |         |        |

|              |      |                |   |         |        |
|--------------|------|----------------|---|---------|--------|
| 07/01/2025 P | 3404 | POLICE DET     | 2 | 53.4231 | 97508  |
| 07/01/2025 P | 3404 | POLICE DET     | 3 | 53.9573 | 98483  |
| 07/01/2025 P | 3405 | POLICE SGT     | 0 | 0       | 0      |
| 07/01/2025 P | 3405 | POLICE SGT     | 1 | 52.608  | 96020  |
| 07/01/2025 P | 3405 | POLICE SGT     | 2 | 54.3667 | 99230  |
| 07/01/2025 P | 3405 | POLICE SGT     | 3 | 54.9103 | 100222 |
| 07/01/2025 P | 3406 | POLICE LT      | 0 | 0       | 0      |
| 07/01/2025 P | 3406 | POLICE LT      | 1 | 59.0308 | 107743 |
| 07/01/2025 P | 3406 | POLICE LT      | 2 | 60.7664 | 110911 |
| 07/01/2025 P | 3406 | POLICE LT      | 3 | 62.5197 | 114111 |
| 07/01/2025 P | 3406 | POLICE LT      | 4 | 63.1453 | 115253 |
| 07/01/2025 P | 3407 | POLICE CAPTAIN | 0 | 0       | 0      |
| 07/01/2025 P | 3407 | POLICE CAPTAIN | 1 | 65.6382 | 119803 |
| 07/01/2025 P | 3407 | POLICE CAPTAIN | 2 | 68.7667 | 125513 |
| 07/01/2025 P | 3407 | POLICE CAPTAIN | 3 | 71.8989 | 131230 |
| 07/01/2025 P | 3407 | POLICE CAPTAIN | 4 | 72.6182 | 132543 |
| 07/01/2025 P | 3408 | POL DEP CHIEF  | 0 | 0       | 0      |
| 07/01/2025 P | 3408 | POL DEP CHIEF  | 1 | 75.1342 | 137135 |
| 07/01/2025 P | 3408 | POL DEP CHIEF  | 2 | 78.8219 | 143866 |
| 07/01/2025 P | 3408 | POL DEP CHIEF  | 3 | 82.6863 | 150919 |
| 07/01/2025 P | 3408 | POL DEP CHIEF  | 4 | 83.5137 | 152429 |

**EXHIBIT B**

# CONNECTICUT PARTNERSHIP PLAN



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## *A Great Opportunity for Very Valuable Healthcare Coverage*

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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 Expanded Access 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 or visit [osc.ct.gov/ctpartner](https://osc.ct.gov/ctpartner).

| 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<br>Family: \$350 per member (\$1,400 maximum)<br><br><i>Waived for HEP-compliant members</i> | Individual: \$300<br>Family: \$900   |
| Coinsurance (the percentage of a covered expense you pay <b>after</b> 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<br>Family: 4,000   | Individual: \$2,300 (includes deductible)<br>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 <sup>1</sup><br><b>** High Cost Testing (MRI, CAT, etc.)</b>  | \$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)                        |

<sup>1</sup> 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.

<sup>1</sup> 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.

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

### *When you need information about your benefits...*

**CareCompass.CT.gov** is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at **carecompass.quantum-health.com**, or by clicking Sign In on the Care Compass home page
- To view forms, visit **CareCompass.CT.gov/forms**, or click the Forms button at the bottom of the Care Compass home page.

### *When you need benefits support...*

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

### *Earn incentives*

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward!

Visit **CareCompass.CT.gov/providersofdistinction** to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

Doctors, hospitals and provider groups that meet the highest patient care standards are designated “Providers of Distinction.” Providers of Distinction members will coordinate your care throughout your entire treatment process, from evaluation through recovery. The best providers within this program are identified as Centers of Excellence.

To view a full list of procedures and incentives, visit **CareCompass.CT.gov/providersofdistinction/#incentives**. Note: The amount of the reward varies by procedure and location.

### *When you need to find the best provider or to find a location for a routine lab test...*

Visit **osc.ct.gov/ctpartner** then scroll to **Find Providers**.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or **use the Find Care tool**.

### *When you're injured...*

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at **CareCompass.CT.gov/orthopedics**.

### *Help Managing and Reversing Diabetes*

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

### *Help Preventing Diabetes*

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit **CareCompass.CT.gov/diabetes**.

| <b>Prescription Drugs</b>                    | <b>Maintenance*<br/>(31-to-90-day supply)</b> | <b>Non-Maintenance<br/>(up to 30-day supply)</b> | <b>HEP Chronic<br/>Conditions</b> |
|--|---|--|-----------------------------------|
| Generic (preferred/non-preferred)**          | \$5/\$10                                      | \$5/\$10   | \$0                               |
| Preferred/Listed Brand<br>Name Drugs         | \$25  | \$25   | \$5                               |
| Non-Preferred/Non-Listed<br>Brand Name Drugs | \$40  | \$40   | \$12.50                           |
| Annual Out-of-Pocket<br>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 [osc.ct.gov/ctpartner](http://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 [osc.ct.gov/ctpartner](http://osc.ct.gov/ctpartner)) and scroll down to Pharmacy under Benefit Summaries.)



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 2023 HEP Requirements:

| PREVENTIVE SCREENINGS                 | AGE        |                     |                     |                     |   |   |   |
|---------------------------------------|------------|---------------------|---------------------|---------------------|---|---|---|
|                                       | 0-5        | 6-17                | 18-24               | 25-29               | 30-39   | 40-49   | 50+   |
| Preventive Visit                      | 1 per year | 1 every other year  | Every 3 years       | Every 3 years       | Every 3 years   | Every 2 years   | Every year  |
| Vision Exam                           | N/A        | N/A                 | Every 7 years       | Every 7 years       | Every 7 years   | Every 4 years   | 50-64: Every 3 years<br>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 (Pap Smear) | N/A        | N/A                 | Every 3 years (21+) | Every 3 years       | Pap smear only every 3 years or Pap and HPV combo screening every 5 years | Pap smear only every 3 years or Pap and HPV combo screening every 5 years   | Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65 |
| Colorectal Cancer Screening†          | N/A        | N/A                 | N/A                 | N/A                 | N/A   | <b>UPDATED</b><br>40-44: N/A<br>45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years |   |

\* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer  
 \*\* Or as recommended by your physician  
 † NEW: colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services

For those with a chronic condition: The household must meet all preventive and chronic requirements to be compliant.

To check your Health Enhancement Program compliance status, visit [CareCompass.CT.gov](https://CareCompass.CT.gov), then sign in or register for your Quantum Health benefits portal. To view your status, click the My Health tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

### *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.*

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Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at [carecompass.quantum-health.com](http://carecompass.quantum-health.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
- Send a secure message to a Care Coordinator for benefits assistance
- *Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.*

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.



**CONNECTICUT  
PARTNERSHIP PLAN**

2.0

**YOUR BENEFIT RESOURCES**

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

[www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)  
860-702-3560

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*General benefit questions, Medical, and Health Enhancement Program (HEP)*

Quantum Health  
[CareCompass.CT.gov](http://CareCompass.CT.gov) or login to your benefits portal from Care Compass  
833-740-3258

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*Prescription drug benefits*

CVS Caremark  
[CareCompass.CT.gov/state/pharmacy](http://CareCompass.CT.gov/state/pharmacy) or login to your benefits portal from Care Compass  
1-800-318-2572

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[REDACTED]

[REDACTED]

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[REDACTED]

**EXHIBIT C**



## 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.

**PREMIER  
PROGRAM**

### USING YOUR BENEFIT IS EASY!

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

**Like shopping online?** Go to [eyeconic.com](http://eyeconic.com) and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

### QUALITY VISION CARE YOU NEED.

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

### GET YOUR PERFECT PAIR

**EXTRA \$20 +**

TO SPEND ON  
FEATURED FRAME BRANDS\*

bebe CALVIN KLEIN COLE HAAN FLEXON

LACOSTE   NINE WEST

SEE MORE BRANDS AT [VSP.COM/OFFERS](http://VSP.COM/OFFERS)

UP  
TO **40%**  
SAVINGS ON LENS  
ENHANCEMENTS

**EXCLUSIVE  
MEMBER  
EXTRAS**

**Enroll today.**

Contact us: **800.877.7195** or [vsp.com](http://vsp.com)

## YOUR VSP VISION BENEFITS SUMMARY

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

### PROVIDER NETWORK:

VSP Signature

### EFFECTIVE DATE:

01/01/2020



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

### 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](http://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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VSP, VSP Vision Care for Life, Eyeconic, and WellVision Exam are registered trademarks, VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners.

**EXHIBIT D**

**Cigna Dental Benefit Summary**  
**Bridgeport, City & Board of Education**  
**City Employees Only**  
**Plan Renewal Date: 07/01/2023**



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.**

| <b>Cigna Dental PPO</b>   |   |                         |   |                         |
|---|---|-------------------------|---|-------------------------|
| <b>Network Options</b>  | <b>In-Network:<br/>Total Cigna DPPO Network</b> |                         | <b>Non-Network:<br/>See Non-Network Reimbursement</b> |                         |
| <b>Reimbursement Levels</b>   | Based on Contracted Fees                        |                         | Maximum Reimbursable Charge                           |                         |
| <b>Calendar Year Benefits Maximum</b><br>Applies to: Class I, II & III expenses   | \$1,000   |                         | \$1,000   |                         |
| <b>Calendar Year Deductible</b><br>Individual<br>Family   | \$25<br>\$75                                    |                         | \$25<br>\$75  |                         |
| <b>Benefit Highlights</b>   | <b>Plan Pays</b>                                | <b>You Pay</b>          | <b>Plan Pays</b>                                      | <b>You Pay</b>          |
| <b>Class I: Diagnostic &amp; Preventive</b><br>Oral Evaluations<br>Prophylaxis: routine cleanings<br>X-rays: routine<br>X-rays: non-routine<br>Fluoride Application<br>Sealants: per tooth<br>Space Maintainers: non-orthodontic<br>Emergency Care to Relieve Pain (Note: This service is administrated at the in network coinsurance level.) | 100%<br>No Deductible                           | No Charge               | 100%<br>No Deductible                                 | No Charge               |
| <b>Class II: Basic Restorative</b><br>Restorative: fillings<br>Endodontics: minor and major<br>Periodontics: minor and major<br>Oral Surgery: minor and major<br>Anesthesia: general and IV sedation<br>Repairs: bridges, crowns and inlays<br>Repairs: dentures<br>Denture Relines, Rebases and Adjustments                                  | 80%<br>After Deductible                         | 20%<br>After Deductible | 80%<br>After Deductible                               | 20%<br>After Deductible |
| <b>Class III: Major Restorative</b><br>Inlays and Onlays<br>Prosthesis Over Implant<br>Crowns: prefabricated stainless steel / resin<br>Crowns: permanent cast and porcelain<br>Bridges and Dentures  | 50%<br>After Deductible                         | 50%<br>After Deductible | 50%<br>After Deductible                               | 50%<br>After Deductible |



| <b>Benefit Plan Provisions:</b>                |  |
|--|--|
| <b><i>In-Network Reimbursement</i></b>         | For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.   |
| <b><i>Non-Network Reimbursement</i></b>        | 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.  |
| <b><i>Cross Accumulation</i></b>               | 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.   |
| <b><i>Calendar Year Benefits Maximum</i></b>   | The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.   |
| <b><i>Calendar Year Deductible</i></b>         | This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.   |
| <b><i>Carryover Provision</i></b>              | 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.   |
| <b><i>Pretreatment Review</i></b>              | Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.   |
| <b><i>Alternate Benefit Provision</i></b>      | 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.  |
| <b><i>Oral Health Integration Program*</i></b> | <p>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.</p> <p>For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to <a href="http://www.mycigna.com">www.mycigna.com</a> or call customer service 24/7 at 1-800-Cigna24.</p> |
| <b><i>Timely Filing</i></b>                    | Out of network claims submitted to Cigna after 365 days from date of service will be denied.   |
| <b>Benefit Limitations:</b>                    |  |
| 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.  |
| Crowns, Bridges, Dentures and Partial          | Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.  |
| Denture and Bridge Repairs                     | Reviewed if more than once.  |
| Denture Relines, Rebases and Adjustments       | Covered if more than 6 months after installation.  |
| Prosthesis Over Implant                        | Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.  |

**Benefit Exclusions:**

Covered Expenses will not include, and no payment will be made for the following:

- Procedures and services not included in the list of covered dental expenses;
- Diagnostic: cone beam imaging;
- Preventive Services: instruction for plaque control, oral hygiene and diet;
- Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;
- Periodontics: bite registrations; splinting;
- Prosthodontic: precision or semi-precision attachments;
- 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.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at [Health Insurance & Medical Forms for Customers | Cigna under Dental Forms](#).

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.

**EXHIBIT E**

PHYSICAL FITNESS STANDARDS  
**BRIDGEPORT POLICE DEPARTMENT**  
PHYSICAL ABILITY STANDARDS  
**PHYSICAL AGILITY TEST BATTERY**

Minimum Scores for Employment as Police Officer  
 (Scores Indicate fifth (50<sup>th</sup>) Percentile of Fitness)

**SIT-UP** MUSCULAR ENDURANCE - The score is the number of bent-leg sit-ups performed in one minute.

**FLEX** FLEXIBILITY - The "sit-and-reach" test measures the flexibility of the lower back and hamstrings. The test involves stretching out to touch the toes and beyond with extended arms from the sitting position. The score is in inches reached in a yardstick with the 15" mark being at the toes.

**BENCH** ABSOLUTE STRENGTH - One (1) repetition maximum bench press using Dynamic Variable Resistance (DVR) protocol. The score is a ratio of weight pressed divided by body weight.

**1.5 MI RUN** CARDIOVASCULAR CAPACITY - 1.5 mile run. The score is in minutes, seconds.

| AGE/SEX       | TEST          |             |                    |                     |
|---------------|---------------|-------------|--------------------|---------------------|
| <b>MALE</b>   | <b>SIT-UP</b> | <b>FLEX</b> | <b>BENCH PRESS</b> | <b>1 ½ MILE RUN</b> |
| 20-29         | 40            | 17.5"       | 106%               | 12:16               |
| 30-39         | 36            | 16.5"       | 93%                | 12:51               |
| 40-49         | 31            | 15.25"      | 84%                | 13:53               |
| 50-59         | 26            | 14.5"       | 75%                | 14:55               |
| <b>FEMALE</b> | <b>SIT-UP</b> | <b>FLEX</b> | <b>BENCH PRESS</b> | <b>1 ½ MILE RUN</b> |
| 20-29         | 35            | 20"         | 65%                | 14:55               |
| 30-39         | 27            | 19"         | 57%                | 15:26               |
| 40-49         | 22            | 18"         | 52%                | 16:27               |
| 50-59         | 17            | 17.75"      | 46%                | 17:24               |

**EXHIBIT F**



**CITY OF BRIDGEPORT  
AND  
BRIDGEPORT POLICE, LOCAL 1159 – COUNCIL 4  
Memorandum of UNDERSTANDING**

**WHEREAS**, the City of Bridgeport (hereinafter the "City"), and The Bridgeport Police Union, Local 1159 Council 4, AFSCME, AFLC-CIO (hereinafter the "Union"), are Parties to a Collective Bargaining Agreement ("CBA");

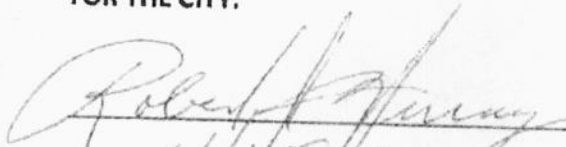
**WHEREAS**, The CBA dated July 1, 2012-June 30, 2016 provides in Article 30, Section 30.3 and Section 30.4 for health care benefits for employees who were hired prior to the "execution date of this Agreement" and their surviving spouses, if any, who retire and complete 25 years of continuous service in any City department, or who have been found eligible for a work related disability pension by CMERS;

**WHEREAS**, The City and the Union have been unable to agree to the date referred to as the execution date of this Agreement.


**NOW THEREFORE**, the City and Union agree to the following:

1. The members of Recruit Class 37 shall be eligible for health benefits pursuant to the language found in Article 30, sections 30.3 and 30.4.
2. This Agreement is entered into without precedent or prejudice to either party and shall not be used as evidence in any other matter except to enforce the terms of this Memorandum.

**FOR THE CITY:**

  
Date: 4/15/2021

**FOR THE UNION:**

  
Date: 4-15-2021



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERKS OFFICE

23 JUN 28 PM 2: 06

ATTEST \_\_\_\_\_

## SECTION I

## CITY COUNCIL SUBMISSION INFORMATION

**Log ID/Item Number:** 91-22  
**Submitted by Councilmember(s):** Aikeem G. Boyd  
**Co-Sponsors(s):** Scott Burns                      Rosalina Roman-Christy  
**District:** 133RD  
**Subject:** Proposed Amendments to the Municipal Code of Ordinances Chapter 10.12 – Stopping, Standing and Parking Generally amend section 10.12.010 – Restrictions on stopping or parking generally-Violations-Penalties-Exemption B. Penalty Section 14.  
**Referred to:** Ordinance Committee  
**City Council Date:** July 3, 2023

## SECTION II

## RESOLUTION (PLEASE TYPE BELOW)

**Whereas**, the Bridgeport City Council serves to safeguard the quality of life of its residents;

**Whereas**, the Council representatives across the city have heard from the constituents that overnight on-street parking by tractor trailers impacts the quality of life for residents and businesses alike;

**Whereas**, the current fines seem not to deter such overnight parking and police enforcement of the same is challenged due to staffing and other priorities;

**NOW, THEREFORE BE IT HEREBY ORDAINED** by the City Council, that fines assessed for on-street parking by trucks be amended to Ordinance 10.12.010, Section B.14, as outlined in Exhibit A below.

### Exhibit A

#### 10.12.010 Restrictions on stopping or parking generally—Violations—Penalties—Exemption.

- A. Violations. No person driving or controlling a vehicle shall stop or cause or permit the same to be stopped or parked:
1. Beyond the legal parking time established for such area or parked overtime in any parking meter space;
  2. More than twelve (12) inches from the curb;
  3. Upon or obstruct any crossing of any street;
  4. Within the intersection of any street;
  5. Within twenty-five (25) feet of any intersection or a marked crosswalk;
  6. Within twenty-five (25) feet of a duly erected stop sign;
  7. So to obstruct a driveway;
  8. On a public sidewalk and/or any other portion (including, but not limited to, the curb and the grassy or dirt strip between the curb and the paved portion of the sidewalk) of the city's right-of-way other than the paved portion of the street;
  9. So to obstruct the free movement of traffic and/or constitute a traffic hazard;
  10. Within a designated handicapped parking space and who does not display an official state handicapped parking permit on their vehicle;



## OFFICE OF THE CITY CLERK RESOLUTION FORM

11. Within an established bus stop zone;
  12. Within a fire zone marked "no parking fire zone tow away zone" and
  13. Within ten feet of a hydrant.
- B. Penalty. Any person who shall receive a notice from the police department of the city to appear at the office of police headquarters to the effect that his vehicle was parked in violation of this section shall pay to the clerk of the police department the following sums:
1. Beyond the legal parking time established for such area or parked overtime in any parking meter space, twenty dollars (\$20.00);
  2. More than twelve (12) inches from the curb, forty dollars (\$40.00);
  3. Upon or obstruct any crossing of any street, fifty dollars (\$50.00);
  4. Within the intersection of any street, fifty dollars (\$50.00);
  5. Within twenty-five (25) feet of any intersection or a marked crosswalk, forty dollars (\$40.00);
  6. Within twenty-five (25) feet of a duly erected stop sign, forty dollars (\$40.00);
  7. So to obstruct a driveway, forty dollars (\$40.00);
  8. On a public sidewalk and/or any other portion of the city's right-of-way other than the paved portion of the street, sixty dollars (\$60.00);
  9. So to obstruct the free movement of traffic and/or constitute a traffic hazard, sixty-five dollars (\$65.00);
  10. Within a designated handicapped parking space and who does not display an official state handicapped overtime parking permit on their vehicle, one hundred fifty dollars (\$150.00);
  11. Within an established bus stop zone, sixty dollars (\$60.00);
  12. Within a fire zone marked "no parking fire zone—tow away zone," sixty-five dollars (\$65.00);
  13. Within ten feet of a hydrant, eighty dollars (\$80.00);
  14. Night time parking tractor weighing more than ten thousand (10,000) pounds, **[one hundred thirty dollars (\$130.00)]**  
**two hundred sixty dollars (\$260.00).**
- C. Additional Penalty. In the event any person fails to comply within fourteen (14) days from the date of issuance thereof, such person shall pay an additional sum as indicated in this subsection:
1. A violation of twenty dollars (\$20.00) increases to forty dollars (\$40.00) per violation;
  2. A violation of forty dollars (\$40.00) increases to eighty dollars (\$80.00) per violation;
  3. A violation of fifty dollars (\$50.00) increases to one hundred dollars (\$100.00) per violation;
  4. A violation of sixty dollars (\$60.00) increases to one hundred twenty dollars (\$120.00) per violation;
  5. A violation of sixty dollars (\$60.00) increases to one hundred twenty dollars (\$120.00) per violation;
  6. A violation of sixty-five dollars (\$65.00) increases to one hundred thirty dollars (\$130.00) per violation;
  7. A violation of eighty dollars (\$80.00) increases to one hundred sixty dollars (\$160.00) per violation;
  8. A violation of eighty-five dollars (\$85.00) increases to one hundred seventy dollars (\$170.00) per violation;
  9. A violation of one hundred thirty dollars (\$130.00) increases to two hundred sixty dollars (\$260.00);
  10. A violation of one hundred fifty dollars (\$150.00) increases to three hundred dollars (\$300.00).





## OFFICE OF THE CITY CLERK RESOLUTION FORM

- D. Exemption. A vehicle shall not be in violation of this section which has become disabled to such an extent that it is impossible or impracticable to remove it, may be permitted to so remain for a reasonable time for the purpose of making repairs thereto or of obtaining sufficient assistance to remove it. Nothing in this section shall be construed to prohibit a vehicle from stopping or being held stationary by any police officer in an emergency to avoid accident or to give the right-of-way to any vehicle or pedestrian as provided by law.

(Ord. dated 7/5/05; Ord. dated 6/6/05; Ord. dated 10/2/00; Ord. dated 5/15/89; prior code § 20-31)

(Ord. dated 11/3/08; Ord. dated 2/2/09; Ord. dated 5/16/16 ; Ord. dated 7/3/17 ; Ord. dated 4/6/20 )



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

## SECTION IV PUBLIC HEARING INFORMATION

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

## SECTION V AMENDMENTS/EXHIBITS

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

## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: \_\_\_\_\_

## SECTION IX COMMENTS (if any)

**Item# \*79-22 Consent Calendar**

Proposed Plan of Districting adopted by the Redistricting Commission on May 30, 2023 for Amendment of Code of Ordinances, Section 2.06.010, to comply with the Commission's Plan and for providing Suitable Polling Places in such Districts and Defining the Boundaries of the area to be served by each Polling Place, **WITHDRAWAL.**



**Report  
of  
Committee  
on**

**Ordinance**

City Council Meeting Date: July 3, 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.

RECEIVED  
CITY CLERKS OFFICE  
23 JUL 11 PM 12:19  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

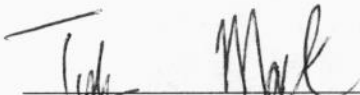
*To the City Council of the City of Bridgeport:*


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

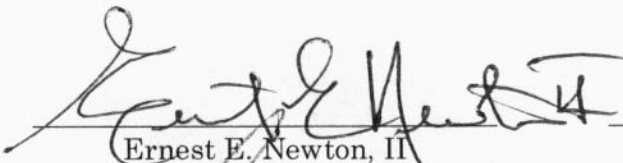
**Item No. \*79-22 Consent Calendar**

**BE IT RESOLVED**, that the Ordinance Committee at its meeting held on June 27, 2023 hereby requests that the City Council approves the Withdrawal of Item #79-22 in accordance with the written request of the Office of the City Attorney and pursuant to Council Rule XXXI.

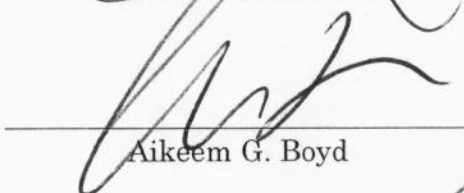
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

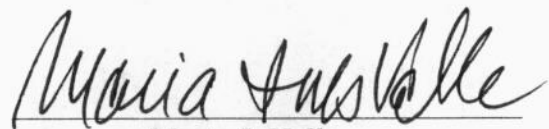
  
Tyler Mack, Co-Chair

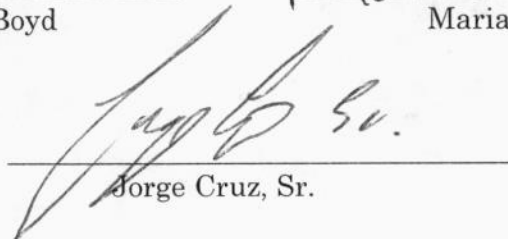
  
Rosalina Roman-Christy, Co-Chair

  
Ernest E. Newton, II

Michelle A. Lyons

  
Aikeem G. Boyd

  
Maria I. Valle

  
Jorge Cruz, Sr.

City Council Date: July 3, 2023

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

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

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



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23 JUN 14 PM 4: 11  
ATTEST  
CITY CLERK

City Council  
Of the City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

June 14, 2023

**Re: REQUEST TO WITHDRAW**


**Item #79-22 Communication from City Attorney re: Proposed Plan of Districting adopted by the Redistricting Commission on May 30, 2023, for Amendment of Code of Ordinances, Section 2.06.010, to comply with the Commission's Plan and for providing Suitable Polling Places in such Districts and Defining the Boundaries of the area to be served by each Polling Place, referred to Ordinance Committee FOR REFERRAL TO THE ORDINANCE COMMITTEE**

Dear Honorable Council Members:

Pursuant to City Council Rules of Order, Rule XXXI *Withdrawal of Matters*, and on behalf of the City's Commission on Redistricting, the Office of the City Attorney respectfully requests to withdraw the above-referenced matter subject to the City Council's approval.

This withdrawal is requested because the Commission on Redistricting at its meeting of June 12, 2023, reconsidered, rescinded, and/or revoked the Plan of Districting adopted on May 30, 2023 (*aka* Plan 2) and adopted a Plan 3, which is being referred to the City Council at the July 19, 2023, meeting for the City Council to amend BPT Code of Ordinances, Sec. 2.06.010 in accordance with Plan 3.

Very truly yours,

  
Mark T. Anastasi  
City Attorney

Cc: Lydia Martinez, City Clerk  
Frances Ortiz, Asst. City Clerk  
BPT Commission on Redistricting

John P. Bohannon, Jr., Deputy City Atty.  
James T. Maye, Assoc. City Atty.  
Bruce L. Levin, Assoc. City Atty.

Item# \*84-22 Consent Calendar

Amendment to the Municipal Code of Ordinances, Section 2.06.010 - Districts for Election of Council Members, in order to comply with the Plan of Districting (Plan 3) adopted on June 12, 2023, by the Redistricting Commission and for providing suitable Polling Places in such Districts and defining the Boundaries of the Area to be served by each Polling Place.



**Report**  
**of**  
**Committee**  
**on**  
**Ordinance**

City Council Meeting Date: July 3, 2023

*Lydia N. Martinez*

Lydia N. Martinez City Clerk

Approved by:

*Joseph P. Ganim*  
Joseph P. Ganim, Mayor

Date Signed:

*7/11/23*

RECEIVED  
CITY CLERKS OFFICE

23 JUL 11 PM 12:19

ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*84-22 Consent Calendar**

### **PROPOSED AMENDMENT of Code of Ordinances SECTION 2.06.010 – Districts for election of council members.**

**Whereas**, pursuant to Bridgeport City Charter Chapter 5, Section 2 the City Council shall by ordinance establish ten districts utilizing the most recent United States decennial census data in conformity with provisions of the general law and by making each district as equal in population to each other such district as possible, taking into consideration senate and assembly district lines and natural boundaries and divisions.

**Whereas**, pursuant to Bridgeport City Charter, Chapter 5, Sec. 2(d) the City Council shall provide suitable polling places in such districts and shall define the boundaries of the area to be served by each polling place.

**Whereas**, on or about March 6, 2023, the City Council agreed to establish a Commission on Redistricting pursuant to Bridgeport Charter Chapter 5, Sec. 2(b) and pursuant to City Council Resolution No. 32-22 regarding the matter of Lydia N. Martinez and Maria H. Pereira v. City of Bridgeport, et. al. Superior Court for the Judicial District of Fairfield at Bridgeport — Docket No. FBT-CV-22- 6116446-S; and soon thereafter created such a commission.

**Whereas**, the City has retained the same redistricting consultant, Election Data Services, Inc. of Manassas VA (President Kimball W. Brace), that it utilized in the last several City Council redistricting projects to provide professional consulting services, software, database preparation, and other related assistance in the City Council's redistricting process.

**Whereas**, the Commission on Redistricting, with the assistance of its consultant, on June 12, 2023, adopted a Plan of Redistricting (Plan 3) and recommends for adoption by ordinance amendment a revised plan of redistricting geographic boundaries of City Council districts, polling places and precinct lines;

**NOW THEREFORE, BE IT ORDANED BY THE CITY COUNCIL OF THE CITY OF BRIDGEPORT THAT Bridgeport Code of Ordinances sec. 2.06.010 be and hereby is AMENDED as follows:**



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*84-22 Consent Calendar

-2-

### 2.06.010 Districts for election of council members.

- A. The town and city is hereby divided into ten districts for the election of members of the city council.
1. Each district for the election of members of the city council shall consist of the residents of the census blocks listed for that district on the attached census block list.
  2. The information on the census block list shall be recorded on a census block map and on a street map of the city of Bridgeport.
  3. The census block list and maps, both dated Bridgeport [2022] 2023 Council Redistricting Plan [A] entitled *Bridgeport 2023 Redistricting – Ward Changes Plan 3*, shall be filed in and available to the public in the office of the city clerk.
  4. In the event of conflict between the maps and the census block list, the census block list shall control.
- B. There shall be two members of the city council elected from each district.
- C. This section shall remain in place until a new plan is adopted following the next decennial federal census pursuant to C.G.S. Sec. 9-169f and the city Charter, Chapter 5, Section 2, and governing law and constitutional provisions.
- D. The plan of districting hereby adopted and set forth in the attached Bridgeport [2022] 2023 City Council Redistricting Plan [A] entitled *Bridgeport 2023 Redistricting – Ward Changes Plan 3* census block list and maps, and the ten districts established herein shall be utilized for the 2023 Bridgeport municipal elections.
- E. The polling places and precinct lines for local, state, and federal legislative districts shall be in accordance with, and as represented on, lists and maps and such other related documents to be maintained in the City Clerk's Office under the title "polling places and precinct lines adopted pursuant to the 2020 decennial census. The documents entitled *Bridgeport 2023 Redistricting – Plan 3 – Voting Districts* shall represent the polling places and precinct lines for the City's local or municipal elections.**

(Ord. dated 6/20/11; Ord. dated 5/16/94; Ord. dated 5/27/93; prior code § 2-25)

**To be effective immediately upon publication.**





# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*84-22 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

Tyler Mack, Co-chair

Rosalina Roman-Christy, Co-chair

Ernest E. Newton, II

Michelle A. Lyons

Aikeem G. Boyd

Maria I. Valle

Jorge Cruz, Sr.

City Council Date: July 3, 2023



- **Plan /Map of Districting (Plan 3) as amended, comprised of:**

Bridgeport 2023 Redistricting-Ward (aka Council District)

Changes

Change Map 1A

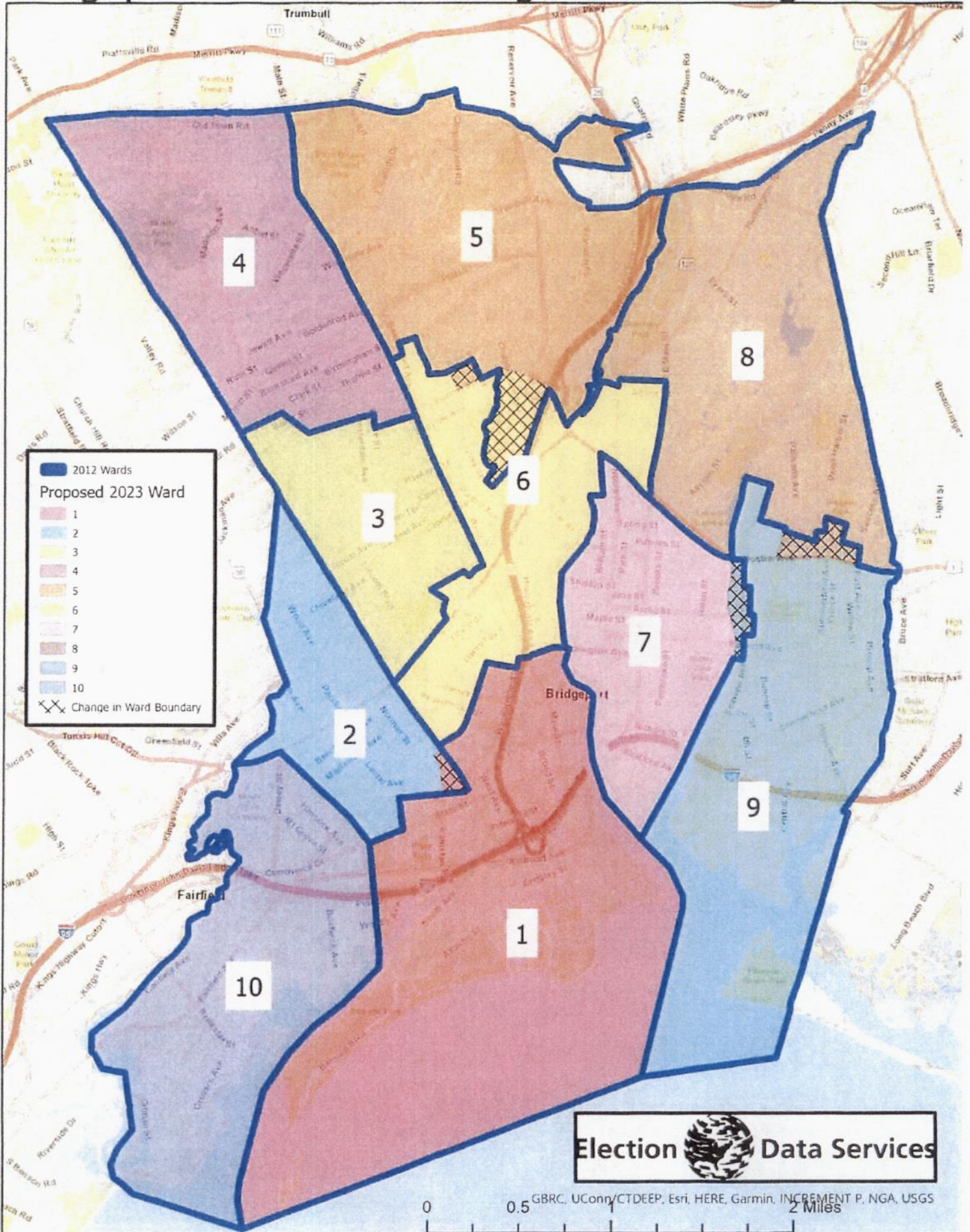
Change Map 2

Change Map 3

Change Map 4

Block Equivalence – Bridgeport Draft 3

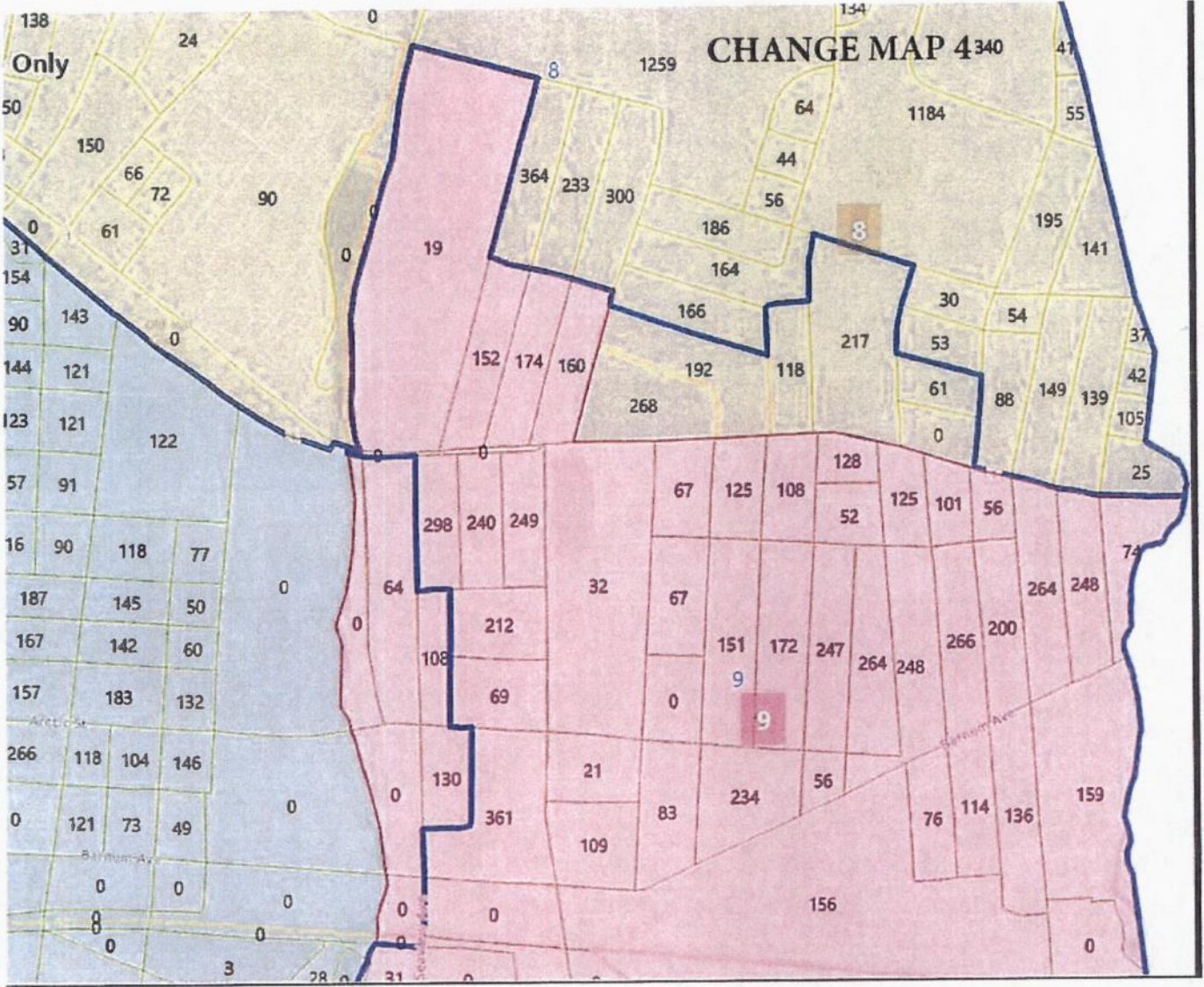
# Bridgeport 2023 Redistricting - Ward Changes Plan 3













BLOCK EQUIVALENCE -- BRIDGEPORT DRAFT 3

**District 1 (# 131)**

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BLOCK EQUIVALENCES -- BRIDGEPORT DRAFT 3

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BLOCK EQUIVALENCES -- BRIDGEPORT DRAFT 3

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# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

**Item No. \*17-22 Consent Calendar**

### **Resolution Authorizing the Adoption of the City of Bridgeport Affordable Housing Plan**

**WHEREAS**, per the requirements of *Connecticut General Statutes, Section 8-30J* (the "Statute"), the Office of Planning and Economic Development ("OPED") has submitted the attached document, entitled *City of Bridgeport Affordable Housing Plan, (the "Affordable Housing Plan")* for the City Council's consideration and approval under this resolution; and

**WHEREAS**, per the requirements of the Statute, the Affordable Housing Plan specifies how the City of Bridgeport, through actions of its own and through actions of collaborative partners, intends to increase the number of affordable housing developments within the municipality; and

**WHEREAS**, the Affordable Housing Plan is consistent with the City's master plan of conservation and development, *Plan Bridgeport*, as adopted pursuant to City Council resolution #32-18 on April 1<sup>st</sup> of 2019, in that *Plan Bridgeport* emphasizes the importance of housing development, and (on page 3 of the introduction) identifies residential development specifically as one of the four priority implementation areas, (with the others being the encouragement of clean waterfront development, neighborhood development, and transit-oriented development); and

**WHEREAS** the Affordable Housing Plan is consistent with each of the eight *Neighborhood Revitalization Zone Plans* within the City – (East End, East Side, Mill Hill, Reservoir, Hollow, South End, West Side, Black Rock) – which all place emphasis upon the development of housing; and

**WHEREAS**, the City Council finds that the increased development of affordable housing is in the best interest of the city, its residents, and its economy; and

**WHEREAS**, the City Council finds that the Affordable Housing Plan is reflective of the values of the community, and offers creative, sound, best-practice approaches to increasing the development of affordable housing within the city; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

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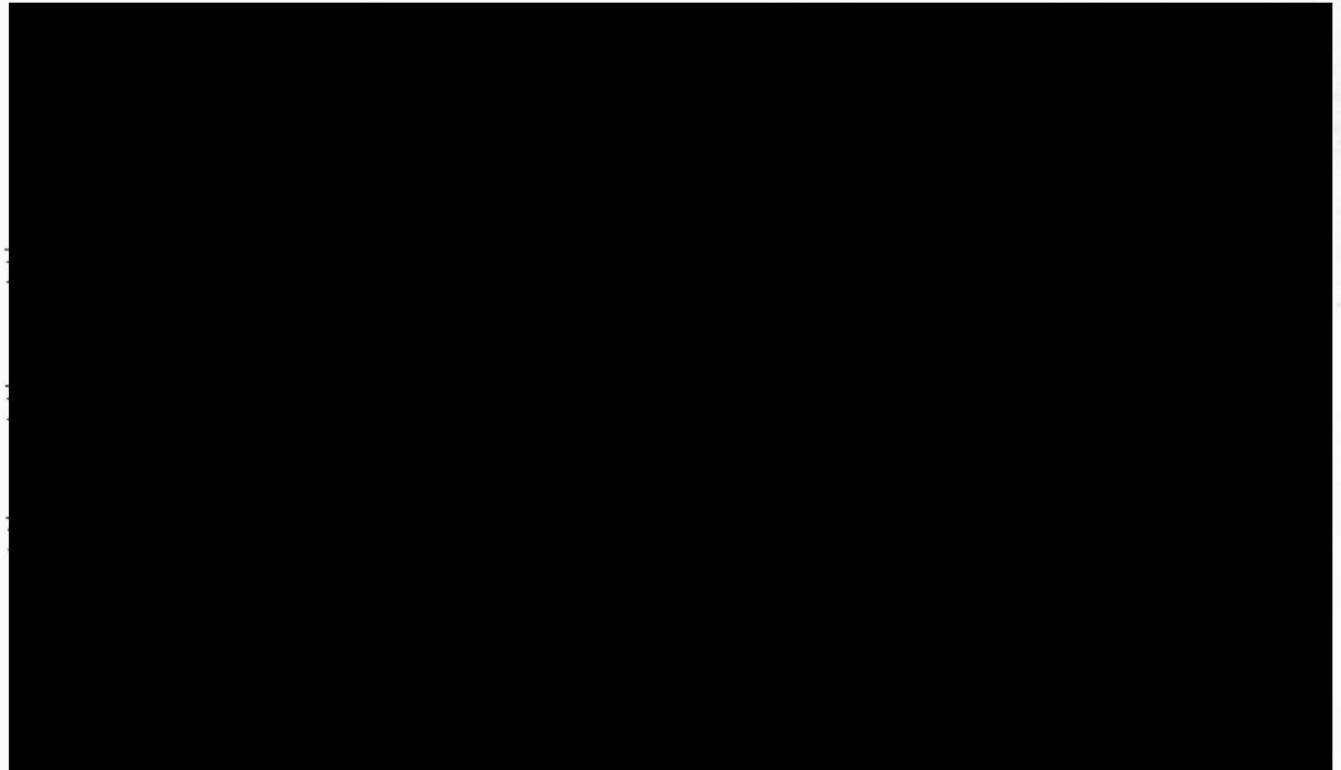
Committee on ECD and Environment  
Item No. \*17-22 Consent Calendar

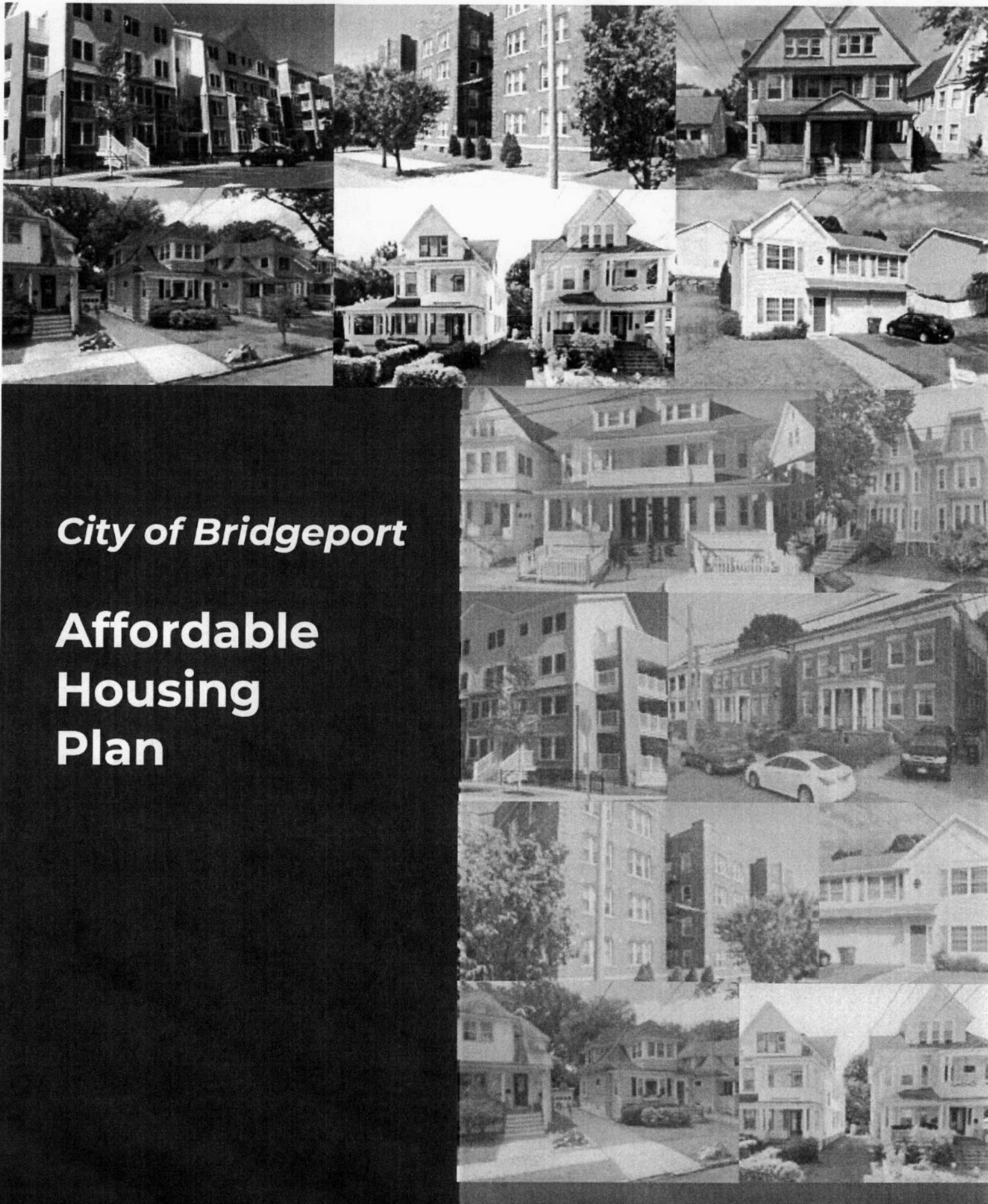
-2-

**NOW THEREFORE BE IT RESOLVED** that the attached document, entitled *City of Bridgeport Affordable Housing Plan*, is hereby approved and adopted, and shall remain in effect until June 1, 2027, unless it is amended by the City Council prior to that date;

**BE IT FURTHER RESOLVED** that the Director of OPED is authorized and directed to submit the *City of Bridgeport Affordable Housing Plan*, as hereby approved and adopted, to the Secretary of the Office of Policy and Management of the State of Connecticut (the "Secretary"), and is further authorized and directed to post the *City of Bridgeport Affordable Housing Plan* upon the OPED web site.

**BE IT FURTHER RESOLVED** that OPED shall regularly review and maintain the *City of Bridgeport Affordable Housing Plan* and shall, pursuant to further City Council review and approval, and in manner consistent with the Statute, submit an updated and amended affordable housing plan to the Secretary by no later than June 1<sup>st</sup> of 2027.





*City of Bridgeport*

**Affordable  
Housing  
Plan**



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### **I. Introduction**

- Bridgeport within the Region and the County
- Post Pandemic Challenges & the Importance of Good Affordable Housing Policy
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- What does Housing Discrimination Look Like?

### **II. The Bridgeport Approach**

- Strategies
  1. Physical Development
  2. Procedural & Regulatory
  3. Financial
  4. Collaboration

### **III. The Future**

### **V. Demographics**

Credit: the formatting template for this Plan was provided by Jocelyn Ayer, Litchfield County Center for Housing Opportunity and was created utilizing technical assistance grant funding provided by the CT Department of Housing.

# INTRODUCTION

## Bridgeport Within the Region and the County

*Connecticut General Statute, Section 8-30j*, passed in 2017, requires every municipality to prepare and adopt an affordable housing plan at least once every five years. **The plan must specify the ways in which the municipality intends to increase the development of affordable housing.** In Connecticut, where land use policies, governance, and fiscal policies are fragmented among 169 cities and towns, it becomes more difficult to address a regional issue such as affordable housing.

**Bridgeport  
Leads the  
Region and the  
County**

Within this context, **Bridgeport leads the immediate (MetroCog) region\* in the provision of affordable housing.** In fact, according to the Connecticut Department of Housing 2021 Affordable Housing Appeals Listing) **Bridgeport provides 81% of the region's affordable housing.**

In addition, each year since 2016, Bridgeport has increased the total number of affordable units located within the city, both on an absolute basis and on a percentage basis.

### State of Connecticut Department of Housing Affordable Housing Appeals Listing City of Bridgeport

| <u>Year</u> | <u># Units</u> | <u># New Units</u> | <u>% City</u> |
|-------------|----------------|--------------------|---------------|
| 2016        | 11,300         | n/a                | 19.82 %       |
| 2017        | 11,480         | 180                | 20.14 %       |
| 2018        | 11,593         | 113                | 20.33 %       |
| 2019        | 11,631         | 38                 | 20.40 %       |
| 2020        | 11,777         | 146                | 20.66 %       |
| 2021        | 12,134         | 357                | 21.28 %       |

As of this latest (2021) data, **21.28%** of Bridgeport's housing stock is deemed affordable by the State. That translates to 12,134 units out of the total of 57,012 housing units in the city. Only three other cities within Fairfield County exceed 10% -- Danbury at 12%; Norwalk at 13.5%; Stamford at 15.65%. Most towns and cities in the area immediately around Bridgeport provide comparatively little affordable housing. In Easton and Redding, less than 1% of the housing is deemed affordable by the



State. In Newtown and Shelton, less than 3% of the housing stock is affordable. In Trumbull and Milford, just over 5%. In Stratford, just over 6%.

By all measures, and consistently year over year, Bridgeport's commitment to producing affordable housing sets the standard for the region.

## **Building and on Master Plan Objectives.**

As affordable housing development is a key component of *Plan Bridgeport*, our City's Master Plan of Conservation and Development, our Affordable Housing Plan expressly incorporates our *Plan Bridgeport* housing objectives as follows:

1) *Plan Bridgeport* calls for **the development of 150 new units of public housing integrated into new mixed income developments** (from 04.22.2019 to 04.21.2029);

(a) The City's Affordable Housing Plan expressly adopts this Plan Bridgeport objective.

2) *Plan Bridgeport* calls for the development, outside of the expanded downtown, of **another 440 new affordable housing units to be available to residents earning no more than 80% of the Area Median Income as determined by HUD**, during the period from 04.22.2019 to 04.21.2029;

(a) The City's Affordable Housing Plan expressly adopts this objective.

3) *Plan Bridgeport* calls for the development, within the expanded downtown [including out to Park Ave, down to UB, and across the river to Kossuth], of **4300 new transit-oriented, mixed-income units, (including units available to residents earning less than 120% of the Area Median Income as determined by HUD)** during the period from 04.22.2019 to 4.21.2029.

(a) This Affordable Housing Plan expressly adopts this Plan Bridgeport objective.

# THE BRIDGEPORT APPROACH

How do we approach Affordable Housing?

## **Production, Economic Mix, and Quality: Use All the Tools**

Because there are many aspects to the affordable housing challenge, our responses must be **multi-faceted and holistic**. They must be focused on the cost to build and on the cost to maintain housing. They must be focused on the development of income as well. Our policies have to be persistent in their application, equitable in their design, and informed by approaches that can be sustained economically.

## **STRATEGIES**

To increase the supply and quality of affordable housing within Bridgeport, the City will pursue a variety of strategies. Each strategy is grouped into one of the following categories: Physical Development, Procedural & Regulatory, Financial, and Collaboration.

## **PHYSICAL DEVELOPMENT**

Development of all housing of all types, is necessary to meet the demand. Public support should be prioritized for housing development that reuses vacant and historic structures, is located close to transit, and redevelops brownfield sites.

### **1. Expand All Housing Production**

Bridgeport is fortunate to have a wide variety of housing types: large (16+) multi-unit structures, medium (6-15) multi-unit structures, small (2-6) multi-unit structure, single-family homes, condominiums, cooperatives, lofts, townhouses, and row houses. These units and structures are owned by for-profit developers, non-profit corporations, individuals, and the federal government.

Some units are dedicated to specific vulnerable populations and provide support services; other units have income restrictions, and still others are classified as live-work. The range of housing types covers the spectrum in Bridgeport.

Our ability to produce and sustain *affordable* housing depends in no small measure upon our success in producing housing generally. On a basic level, we understand the impact of supply and demand upon affordability; and we know that, especially post-pandemic, demand is outstripping supply. **Increasing overall supply is a must.**

How do we lower housing costs?

How does Production Assist Affordable Housing?

By increasing housing supply generally, we will produce many welcome consequences that advance affordability. With increased building permit fee revenue and with an increased grand list, *we will lower the real estate tax burden, which translates into **lower housing costs for Bridgeport families.***

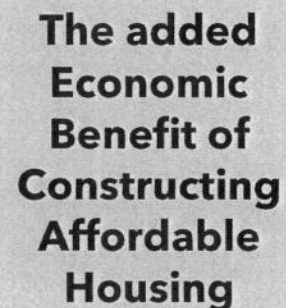
By providing more housing generally, not only will we increase options for those who would come to live here, but *we will increase options for those who want to stay, particularly for our young people.* By increasing quantity, by providing options, we will also create *pressure to improve quality, especially with respect to energy efficiency.*

About 40% of Bridgeport's housing stock was built prior to 1940 and would benefit from the kinds of energy-saving, cost-saving upgrades that would occur more routinely in a housing market that features significant new production. The production of additional housing, both new and refurbished, also **brings additional private capital into the city** and establishes new appraised values.

New appraised values can help **reverse stagnant or negative equity** situations for owners who can now *rebuild and recapture their nest-egg investment and provide for generational wealth within families.* New appraised values will also generally provide for greater likelihood of **private financing of naturally occurring affordable housing** ("NOAH") and of specifically programmed affordable housing.

As new housing is built, and older housing is refurbished, **we will increase business growth locally.** Bridgeport is home to a great concentration of construction-related businesses, up and down the supply chain and throughout the relevant trades. This industry-cluster uniquely positions the city to capitalize on increased housing production as a means *to increase wealth within the home-based business community. This in turn translates into a greater community-wide wealth, and greater ability to afford housing.*

Residential development can be a core industry within Bridgeport just as it is in the U.S. The National Association of Home Builders states that residential construction industry represents approximately 5% of the country's gross domestic product. Additionally, residential construction has one of the highest economic multipliers of any industry sector.



**The added  
Economic  
Benefit of  
Constructing  
Affordable  
Housing**

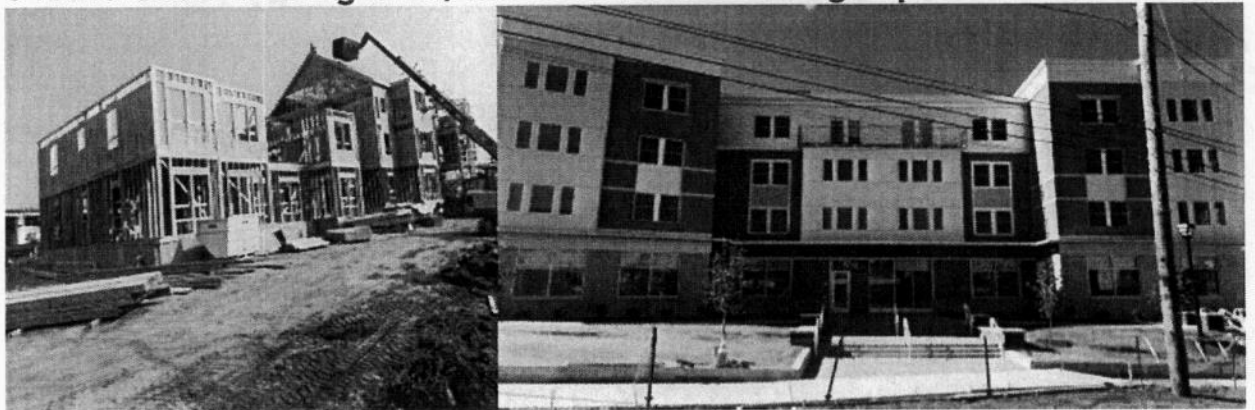
According to Professor Stephen Fuller of the Schar School of Policy and Government at George Mason University:

*“Residential construction outlays have a total output multiplier of 3.08, a personal income multiplier of 1.08 and a jobs multiplier of 21.66 jobs supported per \$1 million in direct outlays.<sup>1</sup>”*

Published monthly by the U.S. Census Bureau in partnership with HUD, “Housing-Starts” is one of the key indicators of economic growth or decline. By increasing housing starts of all kinds, in an equitably distributed manner, we will advance the economic prosperity of the city in a balanced way, providing for more affordable housing throughout.

### **Housing Development Examples:**

#### **The Windward Apartments: 20 Johnson Street 54 Affordable Housing Units, with 30% Public Housing Replacement**



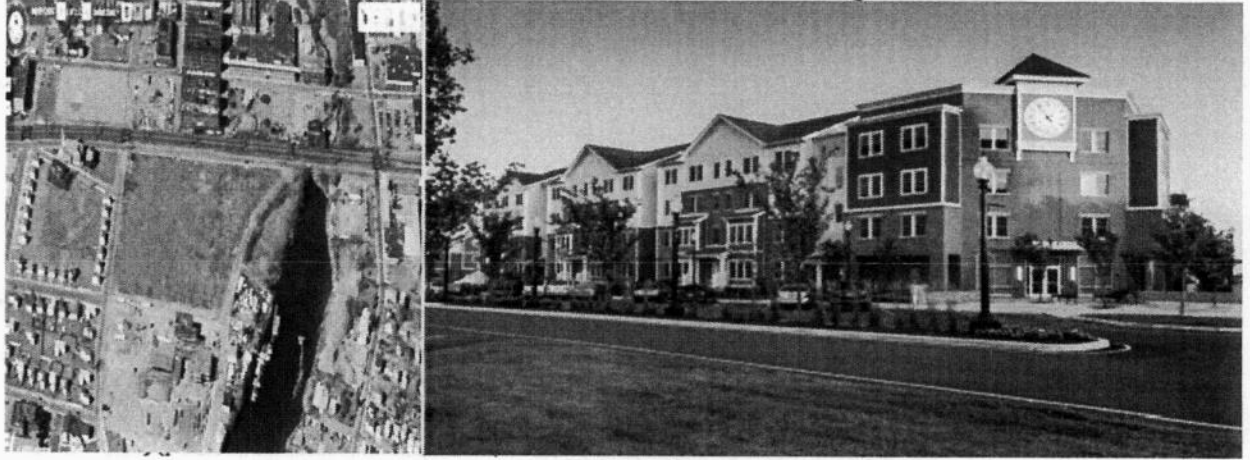
#### **The Willows: 1043-1081 Stratford Ave. Affordable Homeownership**



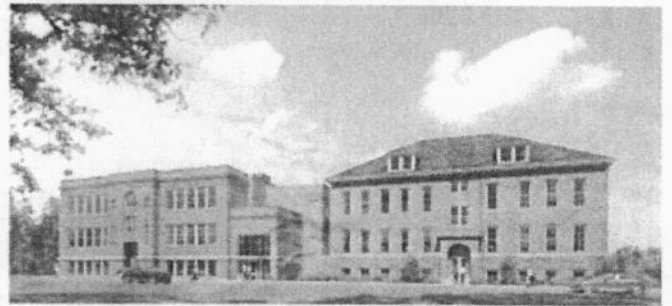
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<sup>1</sup> *The Contribution of Residential Construction to the U.S. Economy* by Stephen S. Fuller, Ph.D, University Professor Emeritus, Founding Director, The Stephen S. Fuller Institute, Schar School of Policy and Government, George Mason University, May 14, 2020.

**Crescent Crossings: 252 Hallett St. & 581 Waterview Ave  
177 Affordable Housing Units, with 30% Public Housing Units**



**Waltersville Commons: 167 Steuben St.  
70 Affordable Housing Units at 60% AMI - Historic School Restoration**



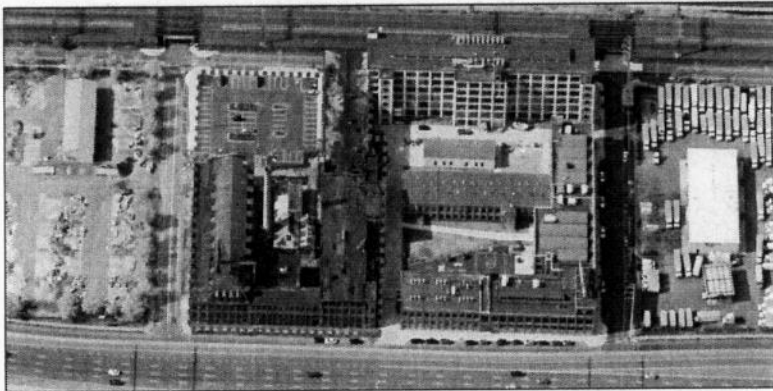
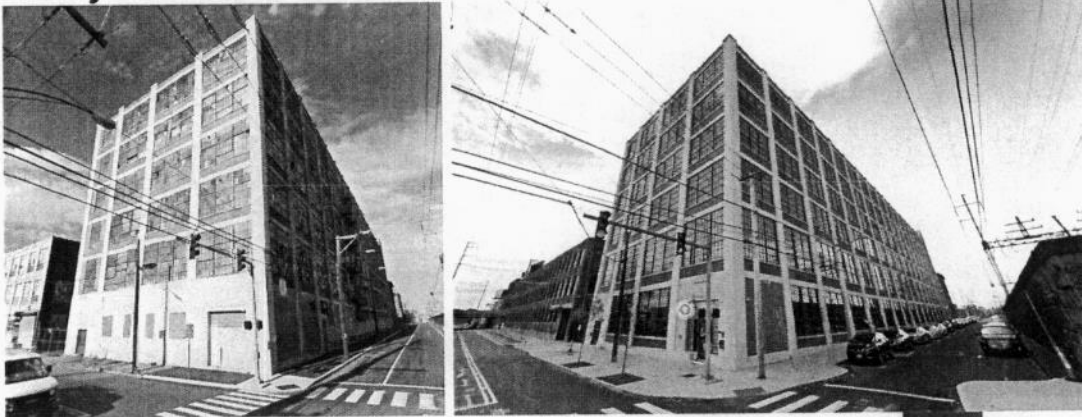
◆ WALTERSVILLE COMMONS ◆  
WALTON COUNTY, GEORGIA

**1188 Lofts – 1184 Main Street**



X

## Cherry Street Lofts



### Cherry Street Lofts Phase III (West Side)

- **Address:** 80 Cherry Street
- **Project:** Rehabilitation of a former factory to convert into approximately 100 residential units
- **Developer:** Corvus Capital

35

***2. By building more housing of all types we will increase the affordability of the overall housing stock by.***

- 1) Addressing supply and demand imbalance.
- 2) Gaining economic (cost) efficiencies in production.
- 3) Producing a positive fiscal impact (and lower taxes) for residents.
- 4) Modernizing the housing stock & improving its energy efficiency.
- 5) Reversing negative equity situations and increasing equity wealth.
- 6) Increasing wealth within the community through residential construction.

### **3. Continue Emphasis on Housing Within Transit-Oriented Developments (TOD)**

T.O.D. saves on transportation, which increases income and the ability to afford housing. We support this smart strategy not only by supporting T.O.D. housing (e.g., with tax incentives and/or capital support) but also by supporting investment in better transit. More buses, more frequently. Continued improvement to the Downtown Transit Center. Preparing for water taxi service.

**Public  
Transit and  
Affordable  
Housing**

### **4. Prioritize Developments that Reuse Buildings and Develop Vacant Lots and Brownfields**

Housing development that utilizes existing structures produces the double benefit of providing good housing while preserving good buildings. Existing structures have architectural features and scale that contribute to a sense of place. Vacant lots and brownfields contribute little to the tax base, and as such should be prioritized for redevelopment.

a) Examples of Brownfield Sites Suitable for Residential Development:

AT&T at 430 John Street and at 455 Fairfield Avenue Downtown  
Waltersville School at 167 Steuben Street on the East Side  
Ostermoor Complex in the Hollow  
Warnoco Complex in the South End  
AGI Factory Site on the East Side  
The Willows Redevelopment Site on Stratford Avenue  
Cherry Street Part III on the West Side

### **5. Expand Emphasis on Historic Restoration**

State and federal historic tax credits provide a tremendous resource for housing development. These tax credits were integral to the successful development of housing units at Cherry Street Lofts and every single Downtown building conversion in the past ten years. We should expand historic districts to allow for greater use of tax credits, particularly Downtown.

**Historic  
Restoration &  
Affordable  
Housing**

## PROCEDURAL & REGULATORY

The City shall continue to improve the review and permitting processes that support the efficient development of affordable housing.

### 1. Provide Continued Staffing Support for Efficient Permitting and Regulatory Review of Residential Projects

With *Energov* electronic permitting and the *Zone Bridgeport* digitized zoning code, the City has created more efficient platforms and clearer standards for residential project review. It is important to keep staff levels at sufficient strength (particularly within the Fire Marshall's Office and within the Building Department) to provide for timely and thorough review of building plans and of work in the field. This will lead to faster, less costly construction and to more affordable housing products.

### 2. Continue Expedited Review of Residential Solar Installations

Although it is generally perceived to have gained greater acceptance in suburban towns, residential solar installations have proven popular in Bridgeport. With 3097 solar installations since January 2015, Bridgeport has one of the highest absorption rates of any urban area in the state.



**Sustainable  
Energy &  
Affordable  
Housing**

To support this industry, and the positive impact it has on housing affordability, the Building Department has established a separate expedited review process. This should continue.

### 3. Provide for Additional Code Enforcement Staff

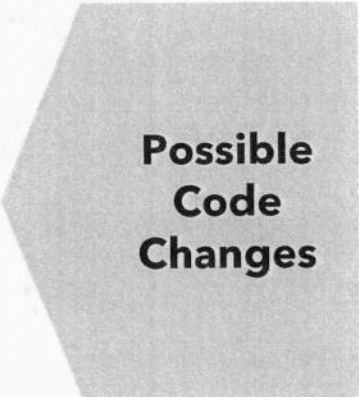
Routine housing inspections ensure public safety and the quality of affordable housing.

### 4. Re-Establish the Fair Rent Commission

This function provides a direct place of appeal and information in support of resident rights.

### 5. Support Development of Accessory Dwelling Units (ADU's)

Review Municipal Code to ensure consistency and compliance with *Zone Bridgeport* and Connecticut Public Act 21-29 as it relates to accessory dwelling units. Pursue Municipal Code amendments as necessary.



**Possible  
Code  
Changes**



## FINANCIAL

Several funding sources and mechanisms are in place to provide financial support to homeowners, renters, and developers of affordable housing. These must continue to be used in the most effective manner to expand the affordable housing options within Bridgeport.

### How Does the City Provide Added Assistance?

**1. Utilize Tax Incentives, Federal HOME Funding, and City Capital**  
Effectively utilize tax incentives, HOME funding, and City capital funds as complementary tools in support of affordable housing production. Municipal Codes 3.20 and 3.24, authorized by Connecticut General Statutes Sec. 8-215 and Sec. 8-216, provide for limited term tax abatements on affordable housing. HOME funding can be part of the development financing program, while City capital funds may be used for pre-development work and complementary infrastructure.

**2. Continue to Market & Increase the Use of the CDBG Homeowner Rehabilitation Program**

Increase awareness and use of the federally funded Homeowner Rehabilitation Program of forgivable grants for income-eligible homeowners who wish to undertake homeowner repair projects.

**3. Continue to Market & Increase the Use of Rental Assistance Through ESG and HOPWA Programs**

Increase awareness and use of the existing rental assistance programs offered through the federally funded Emergency Shelter Grant (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) programs.



**4. Continue to Market and Improve and Increase the Use of Down Payment Assistance Through HOME**

Increase awareness and use of the federally funded HOME Down Payment Assistance program to assist more families to become homeowners.

**5. Provide City Resources to Projects Consistent with Neighborhood Revitalization Zone ("NRZ") Plans**

Projects that are consistent with the objectives of NRZ plans should be considered for City support and subsidy. An example would be a plan objective to increase homeownership in the neighborhood; and the proposed development might be a two-family structure being offered for sale to a limited-income household. This project would meet the neighborhood plan objective and should be considered, if necessary, for financial support from the City.

## COLLABORATION

Collaboration and coordination are imperative to ensuring that affordable housing is created and maintained in Bridgeport.

**How Does  
the City  
Support our  
Most  
Vulnerable  
Population?**

### **1. Support Park City Communities' (PCC) Redevelopment Program**

The nearly 2,600 public housing units located within the city provide shelter to some of the lowest income families in the community, many of whom earn less than 30% of the area median income. It is essential to preserve this housing, to improve its quality, and to improve its management.

Toward those ends, the City has supported PCC's ongoing efforts to modernize its public housing stock and to integrate it economically into mixed-income communities and privately managed development settings. Such efforts have been well received thus far. The City shall continue to support such work with capital contributions to development as appropriate and with the provision of tax incentive structures as warranted.

The City will work with PCC to encourage the continued and focused distribution of rental assistance vouchers units within privately owned and managed housing complexes. Doing so will support new developments financially and expand options for new housing to eligible residents.

### **2. Support the South End Flood Protection Project**

As damage from past storms has shown, the South End neighborhood is vulnerable to catastrophic flooding. Much of the undeveloped and underdeveloped property is in the flood plain, and as such incurs high premiums for flood insurance and is ineligible for any new federal or state housing development funding.

In the case of some individual properties, these issues may be overcome by specific design approaches to new construction such as elevation of the development site and/or the building to be constructed.

The proposed flood control project for the South End would alleviate this problem on a broader level, both by providing protection to existing residences and by placing much of the undeveloped land into a lower flood risk category pursuant to which eligibility for lower premiums and access to public funding would be restored.

**How does the  
City Protect  
our Most  
Vulnerable  
Housing?**

### **3. Create Housing Partnerships with Anchor Institutions and Major Employers**

Major employers, such as Hartford Health Care's St. Vincent's Medical Center and Yale-New Haven Health's Bridgeport Hospital, as well as the City of Bridgeport itself, should explore the creation and funding of housing partnerships designed to provide financial support for employees who would reside in the city through renting or homeownership.

### **4. Support and Market Connecticut Energy Assistance Program (CEAP)**

The number of residents participating in this program continues to rise. The City should support use of this energy assistance program offered through the Alliance for Community Empowerment by increasing awareness of it.

**Who can the City Partner with?**

### **5. Engage with Lenders Regarding Community Reinvestment Act**

There is a consistent complaint offered by developers that conventional bank financing of residential development in Bridgeport is hard to come by. Consequently, much of such development is funded by hard-money lenders and investment groups. This must change if we are to increase housing production.

Outreach is needed to federal regulating agencies (e.g., the Federal Deposit Insurance Corporation; the Federal Reserve Board; the Office of the Comptroller of the Currency) to critically assess, and encourage, the participation of state and local banks in the financing of residential development in Bridgeport, all as pursuant to their obligations under the *Community Reinvestment Act*.

**The City needs to Create more Interest.**

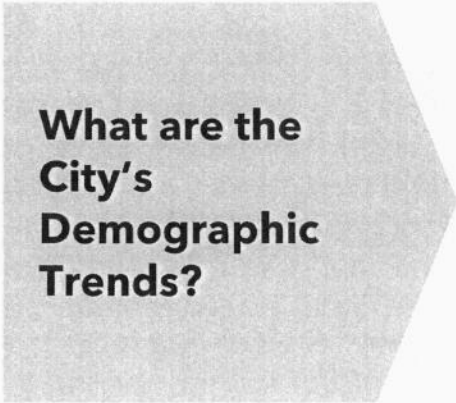
### **6. Cultivate Relationships with Socially Conscious Investors**

With a focus on preserving Bridgeport's considerable NOAH assets (Naturally Occurring Affordable Housing), the City must continue to cultivate forward-looking relationships with socially conscious investors and lenders who are similarly focused on the production of affordable housing within urban areas. Such groups include Turner Impact Capital, Leviticus Fund, and Capital for Change.

By increasing socially conscious lender awareness of the Bridgeport market and by cultivating business relationships with local residential developers and investors, we will create better capital and human infrastructure in support of affordability.

## Demographics

Demographic information produced in this document was collected from U.S. Census Data 2020.



### What are the City's Demographic Trends?

#### **Demographic changes**

Bridgeport has approximately 148,000 residents living in 58,114 households. Over the last 10 years (between the 2010 Census and the 2020 Census) the City's total number of residents increased slightly by 3.1%.

Bridgeport's population has also become more diverse over the last ten years with an 5% increase in non-white residents according to DataHaven's equity profile. As shown in the figure below it is more diverse than the county but more diverse than the state.

# Figure 1: Population by Race/ Ethnicity

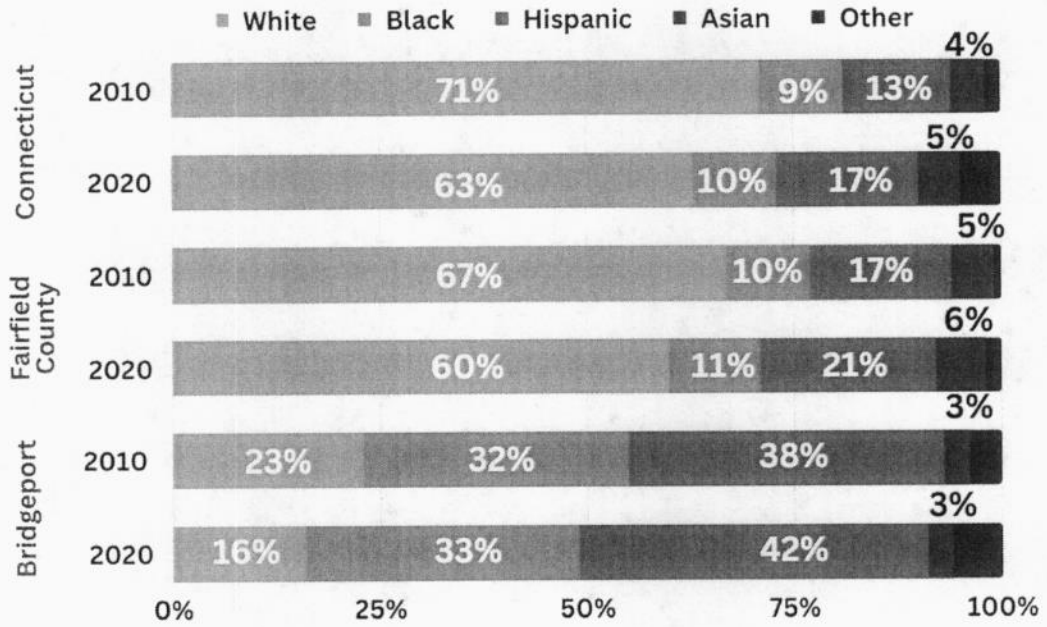


Figure 1. U.S. Census Bureau (2010-2020) Race and Ethnicity, Table B01001A-1. data.census.gov

Figure 2: Change in Population by Neighborhood

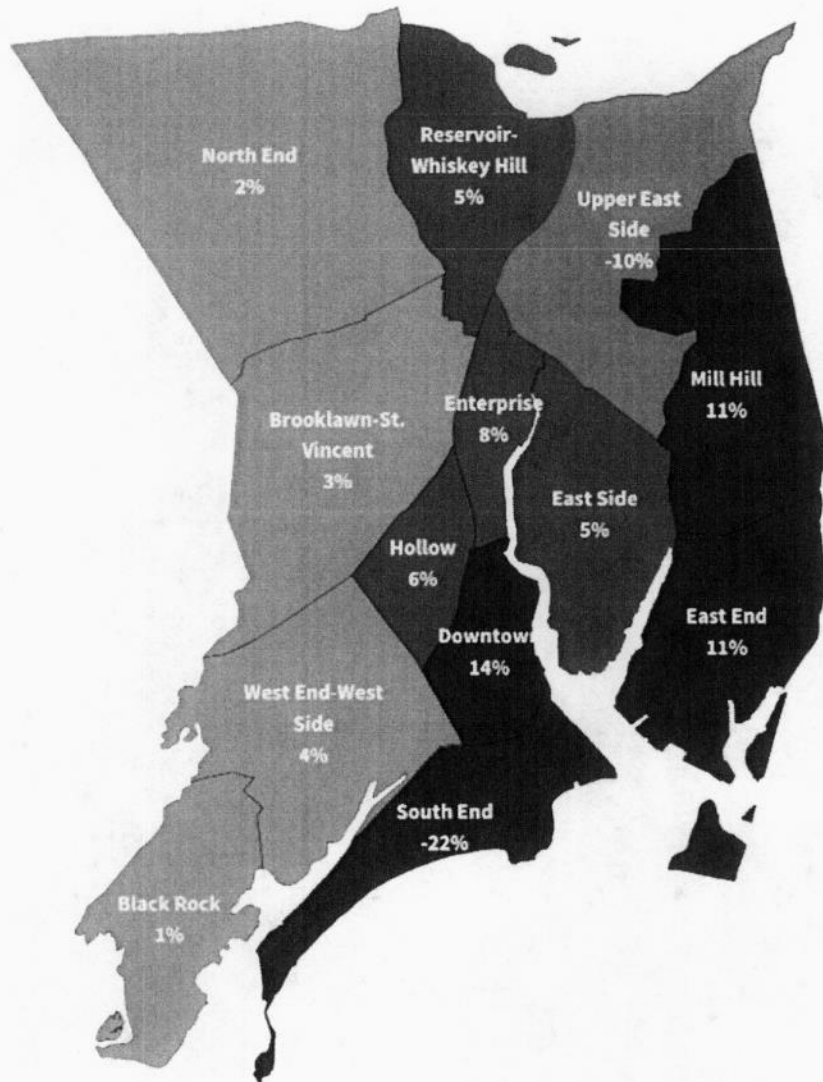


Figure 2. Change in Population by Neighborhood. Data Haven. Aug 8, 2021  
<https://www.ctdatahaven.org/reports/2020-census-data-demographic-change-connecticut-town-and-city-neighborhoods/bridgeport-neighborhood-changes-2010-2020>

Between 2010 and 2020, the population of Bridgeport increased by 4,425 to 148,654 (a **3% increase, compared to the 1% increase statewide**).

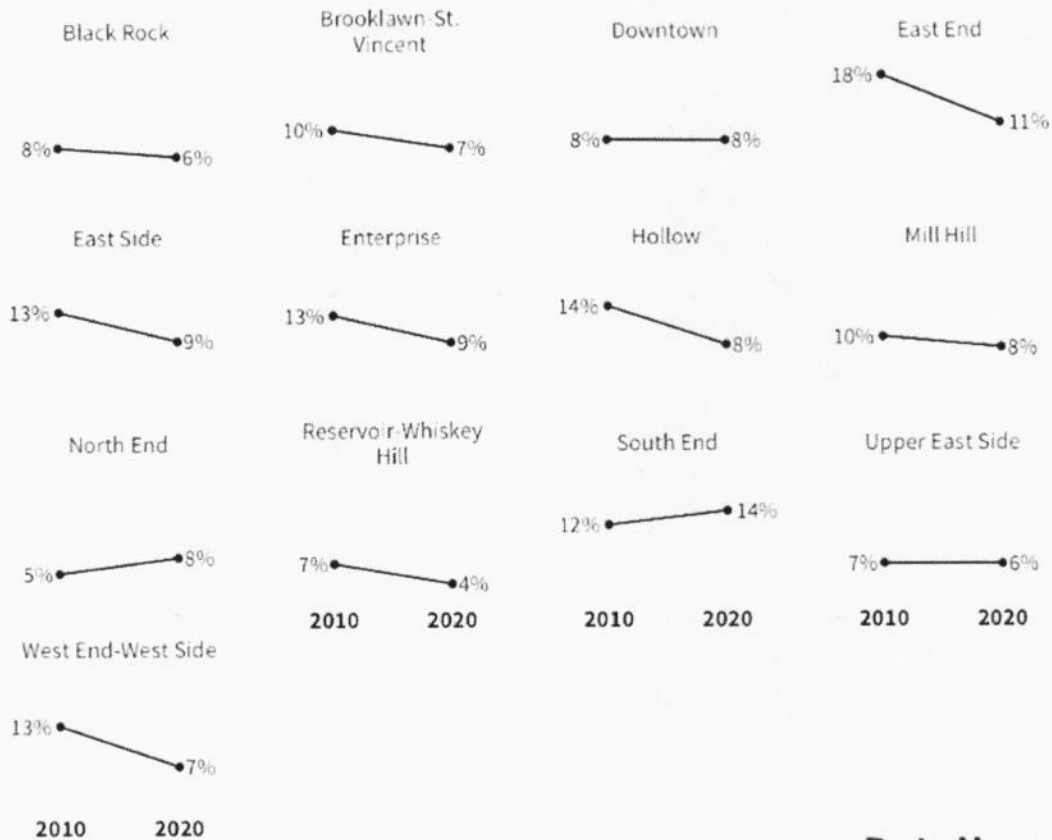
### **Our Aging Population: Young and Old**

Bridgeport hosts people of all ages. As a percentage of the overall population, Bridgeport's elderly population has decreased from **14% to 12%**, between 2010 and 2020.

In the same timeframe, Bridgeport increased in total families from **30,467 to 32,272**. Additionally, the city's adult population grew by **5%** compared to **4% growth** statewide.

The city's child population decreased by **3% in Bridgeport**, compared to **10% decrease statewide**. Even though families are becoming smaller, Bridgeport continues to retain and support families.

### Figure 3: Change in Vacancy Rate



**DataHaven**

Figure 3: Aug 8, 2021. Change in Vacancy Rate by Neighborhood. Data Haven.  
<https://www.ctdatahaven.org/reports/2020-census-data-demographic-change-connecticut-town-and-city-neighborhoods>

## Figure 4: Occupancy Status

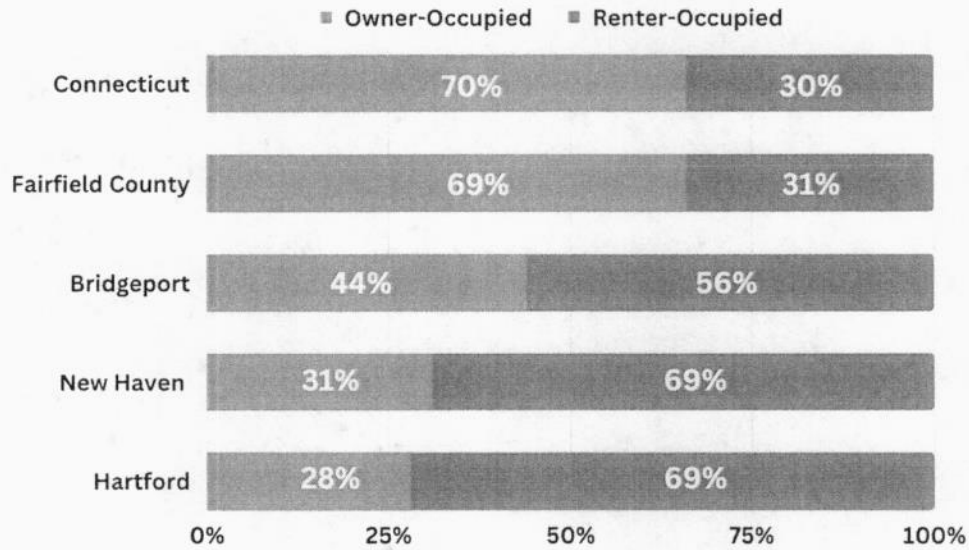


Figure 4: Occupancy Status, U.S. Census Bureau (2020) characteristics for Occupied Housing, Table S2502. data.census.gov

## Figure 5: Household Income vs. Cost

|                                 | Owner -Occupied Housing Units | Renter-Occupied Housing Units |
|---------------------------------|-------------------------------|-------------------------------|
| Median Household Income: Annual | \$75,923                      | \$29,934                      |
| Monthly Housing Cost            | \$1,671                       | \$1,157                       |
| Monthly Housing Cost vs Income* | 26%                           | 46%                           |

\*The Affordable Housing Land Use Appeals Procedure (CT General Statute 8-30g) recommends housing cost NOT exceed 30% of household income.

Figure 5: Housing Income vs. Cost, U.S. Census Bureau (2020) Financial Characteristics, Table S2503. data.census.gov

In 2020, Bridgeport's average gross rent per resident stood at \$1,157 per month. This was lower than Fairfield County's average of \$1,511.



Item # \*61-22 Consent Calendar

Grant Submission: re National Park Service Land and Water Conservation Fund for Outdoor Recreation Legacy Partnership Grants Program (#24462).

**Report**  
of

**Committee**

**On**

**CEQA & Environment**

City Council Meeting Date: July 3, 2023

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

Approved by: Joseph P. Ganim  
Joseph P. Ganim, Mayor

Date Signed:

7/10/23

RECEIVED  
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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. \*61-22 Consent Calendar

**A Resolution by the Bridgeport City Council  
Regarding the  
National Park Service  
Land and Water Conservation Fund  
Outdoor Recreation Legacy Partnership Grants Program  
(#24462)**

**WHEREAS**, the **National Park Service Land and Water Conservation Fund** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Outdoor Recreation Legacy Partnership Grants Program**; and

**WHEREAS**, this funding will be used to fund Phase I of development at the "Sliver by the River" site along the Pequonneck River; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT DECD Office of Brownfield Remediation and Development Municipal Grant Program** to provide new outdoor recreation amenities for residents of all ages.

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

1. That it is cognizant of the City's grant application to and contract with the **National Park Service Land and Water Conservation Fund** for the purpose of its **Outdoor Recreation Legacy Partnership Grants Program**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **National Park Service Land and Water Conservation Fund** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

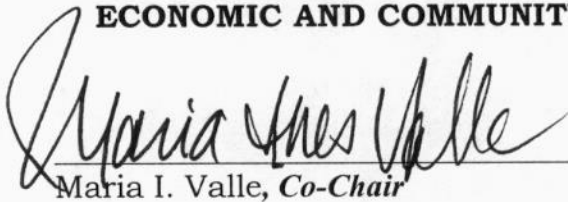


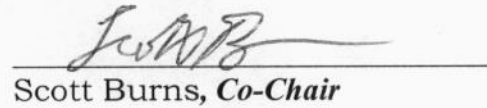
City of Bridgeport, Connecticut  
Office of the City Clerk

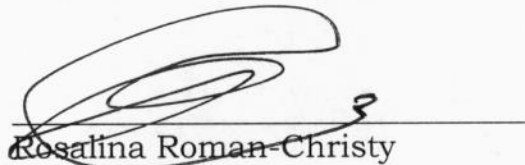
Committee on ECD and Environment  
Item No. \*61-22 Consent Calendar

-2-

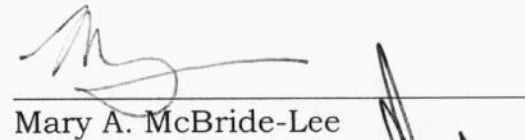
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

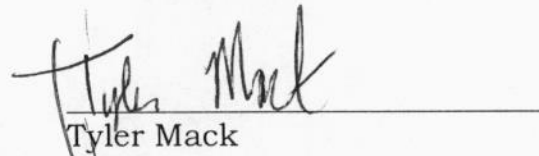
  
\_\_\_\_\_  
Maria I. Valle, *Co-Chair*

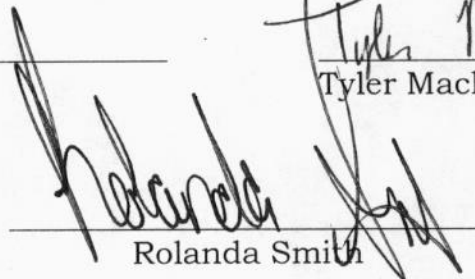
  
\_\_\_\_\_  
Scott Burns, *Co-Chair*

  
\_\_\_\_\_  
Rosalina Roman-Christy

\_\_\_\_\_  
Michelle A. Lyons

  
\_\_\_\_\_  
Mary A. McBride-Lee

  
\_\_\_\_\_  
Tyler Mack

  
\_\_\_\_\_  
Rolanda Smith

*City Council Date: July 3, 2023*

Item# \*62-22 Consent Calendar

Grant Submission: CT DECDD Office of Brownfield Remediation and Development - Municipal Grant Program (#24443).

Report  
of  
Committee  
on

DECDD & Environment

City Council Meeting Date: July 3, 2023

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

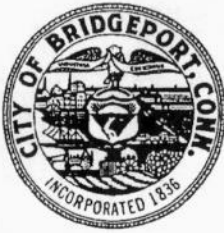
Approved by: \_\_\_\_\_  
Joseph P. Ganim, Mayor

Date Signed: \_\_\_\_\_  
*7/10/23*

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ATTEST \_\_\_\_\_  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. \*62-22 Consent Calendar

**A Resolution by the Bridgeport City Council  
Regarding the  
Connecticut Department of Economic and Community Development  
Office of Brownfield Remediation and Development  
Municipal Grant Program  
(#24443)**

**WHEREAS**, the **Connecticut Department of Economic and Community Development (CT DECD)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Office of Brownfield Remediation and Development Municipal Grant Program**; and

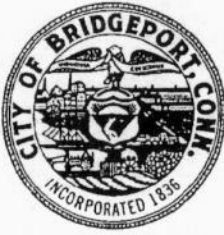
**WHEREAS**, this funding will be used to support the redevelopment of the vacant site of the former A.G.I. Rubber Company on Stratford Avenue; and

**WHEREAS**, grant-funded activities will include environmental cleanup, the raising of the site's elevation, and the creation of resilient waterfront infrastructure; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT DECD Office of Brownfield Remediation and Development Municipal Grant Program** to fund work at this strategically located site.

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

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



City of Bridgeport, Connecticut  
Office of the City Clerk

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Committee on ECD and Environment  
Item No. \*62-22 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith

*City Council Date:* July 3, 2023

Item# \*75-22 Consent Calendar

Grant Submission: re Southwestern Connecticut Agency on Aging (SWCAA) - Title III Funding Older Americans Act Grant Program - Elderly Hispanic Outreach Program (#24270).

**Report**  
of  
**Committee**  
on

**CD&E Environment**

City Council Meeting Date: July 3, 2023

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

Approved by: Joseph P. Ganim  
Joseph P. Ganim, Mayor

Date Signed: 7/19/23

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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. \*75-22 Consent Calendar

**A Resolution by the Bridgeport City Council  
Regarding the  
Southwestern Connecticut Agency on Aging (SWCAA) –  
Title III Funding Older Americans Act Grant Program -  
Elderly Hispanic Outreach Program  
(#24270)**

**WHEREAS**, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

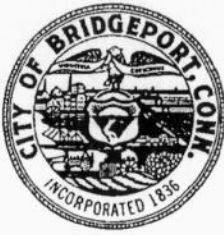
**WHEREAS**, funds under this grant will be used to support the Elderly Hispanic Program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to continue to provide information, assistance, and referral services to low-income, Hispanic adults aged 60+ in the Bridgeport area.

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

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





# City of Bridgeport, Connecticut Office of the City Clerk

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Committee on ECD and Environment  
Item No. \*75-22 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith

*City Council Date:* July 3, 2023

Item# \*76-22 Consent Calendar

Grant Submission: re Southwestern Connecticut Agency on Aging (SWCAA) - Title III Funding Older Americans Act Grant Program-Bridgeport Senior Center Recreation Activities (#24533).

Report  
of  
Committee  
on

CCD& Environment

City Council Meeting Date: July 3, 2023

Attest:

*Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by:

*Joseph P. Ganim*  
Joseph P. Ganim, Mayor

Date Signed:

*7/12/23*

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CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

**Item No. \*76-22 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Southwestern Connecticut Agency on Aging (SWCAA) –  
Title III Funding Older Americans Act Grant Program -  
Bridgeport Senior Center Recreation Activities  
(#24533)**

**WHEREAS**, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

**WHEREAS**, funds under this grant will be used to support Bridgeport senior center recreation activities; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to increase recreational options at senior centers to enhance the wellbeing of older adults in Bridgeport.

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

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



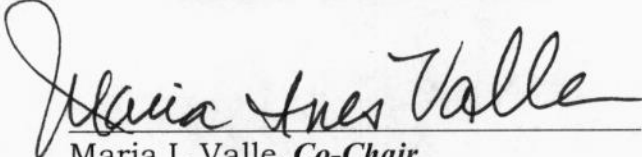
# City of Bridgeport, Connecticut Office of the City Clerk

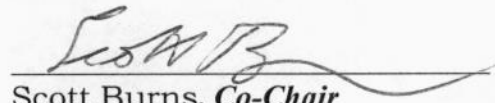
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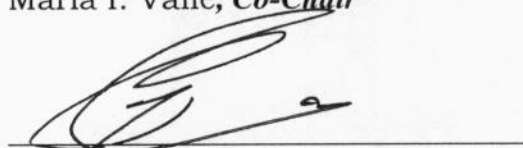
Committee on ECD and Environment  
Item No. \*76-22 Consent Calendar

-2-

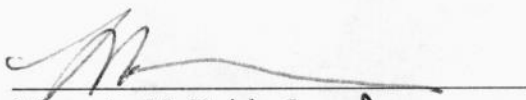
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

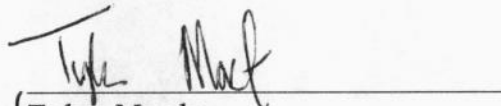
  
\_\_\_\_\_  
Maria I. Valle, *Co-Chair*

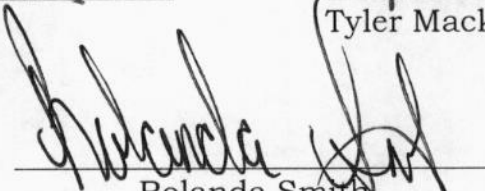
  
\_\_\_\_\_  
Scott Burns, *Co-Chair*

  
\_\_\_\_\_  
Rosalina Roman-Christy

\_\_\_\_\_  
Michelle A. Lyons

  
\_\_\_\_\_  
Mary A. McBride-Lee

  
\_\_\_\_\_  
Tyler Mack

  
\_\_\_\_\_  
Rolanda Smith

*City Council Date: July 3, 2023*

Item# \*70-22 Consent Calendar

Settlement of pending litigation in the matter of Ashley Quiles, ET AL Docket No. FBT-CV-20-6096325-S.



**Report**  
**of**  
**Committee**  
**on**

Miscellaneous Matters

City Council Meeting Date: July 3, 2023

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

Approved by: \_\_\_\_\_  
Joseph P. Ganim, Mayor

Date Signed: \_\_\_\_\_

RECEIVED  
CITY CLERKS OFFICE

23 JUL 11 PM 12: 20

ATTEST  
CITY CLERK \_\_\_\_\_

Please Note: Mayor did not sign report



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*70-22 Consent Calendar**

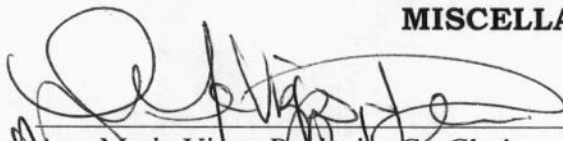
**WHEREAS**, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

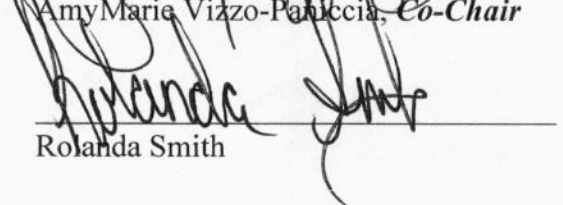
**WHEREAS**, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

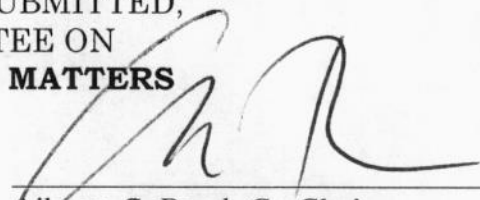
**RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

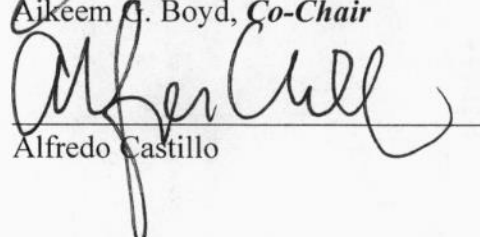
| <u>Name</u>   | <u>Nature of Claim</u> | <u>Plaintiff's Attorney</u>   | <u>Settlement</u> |
|---------------|------------------------|---|-------------------|
| Ashley Quiles | Motor Vehicle Accident | Danielle DiBerardini-Albrecht<br>Reinken Law Firm<br>1100 Summer Street<br>Stamford, CT 06905 | \$24,500.00       |

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

  
\_\_\_\_\_  
Amy Marie Vizzo-Panuccia, *Co-Chair*

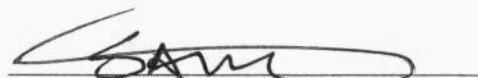
  
\_\_\_\_\_  
Rolanda Smith

  
\_\_\_\_\_  
Ajkeem C. Boyd, *Co-Chair*

  
\_\_\_\_\_  
Alfredo Castillo

\_\_\_\_\_  
Vacant

\_\_\_\_\_  
Matthew McCarthy

  
\_\_\_\_\_  
Samia Suliman

*City Council Date: July 3, 2023*

**Item # \*71-22 Consent Calendar**

Resolution for School Construction Project Application  
for State Grants and Initiation of Design for John  
Winthrop Elementary School Renovate to New Project.



**Report  
of  
Committee  
on**

**Education & Social Services**

City Council Meeting Date: July 3, 2023

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

Approved by: Joseph P. Ganim, Mayor

Date Signed: 7/10/23

RECEIVED  
CITY CLERKS OFFICE  
23 JUL 11 PM 12: 20

ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Committee on Education and Social Services begs leave to report; and recommends for adoption the following resolution:

**Item No. \*71-22 Consent Calendar**

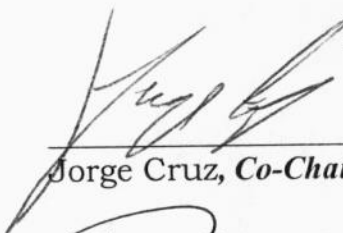
**Resolution for School Construction Project Application for  
State Grants and Initiation of Design for  
John Winthrop Elementary School Renovate to New Project**

**RESOLVED**, that the Bridgeport City Council authorizes the Bridgeport Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the John Winthrop Elementary School Renovate to New Project; and

**RESOLVED**, that the Bridgeport School Building Committee is hereby established as the building committee regarding the John Winthrop Elementary School Renovate to New Project.

**RESOLVED**, that the Bridgeport City Council hereby authorizes at least the preparation the preparation of schematic drawings and outline specifications for the John Winthrop Elementary School Renovate to New Project.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**EDUCATION AND SOCIAL SERVICES**

  
\_\_\_\_\_  
Jorge Cruz, *Co-Chair*

  
\_\_\_\_\_  
Samia Suliman

\_\_\_\_\_  
Maria H. Pereira

\_\_\_\_\_  
Frederick Hodges, *Co-Chair*

  
\_\_\_\_\_  
Alfredo Castillo

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
**Vacant**

*City Council Date: July 3, 2023*



Item# \*88-22 Consent Calendar

Appointment of Franck Adjisegbe (U) to the Fair Rent Commission.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: July 3, 2023

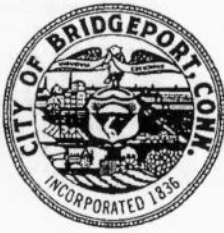
Attest: Lydia N. Martinez  
Lydia N. Martinez, City Clerk

Approved by: Joseph F. Ganim  
Joseph F. Ganim, Mayor

Date Signed: 7/10/23

RECEIVED  
CITY CLERKS OFFICE  
23 JUL 11 PM 12:20

ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No.** \*88-22 Consent Calendar

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Fair Rent Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.


**NAME**

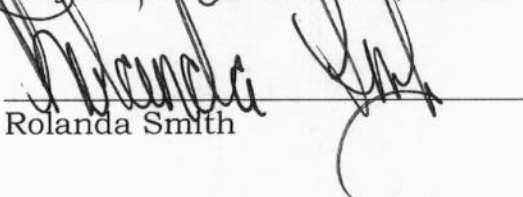
**TERM EXPIRES**

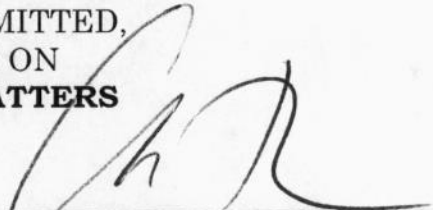
Franck Adjisegbe (U)  
339 Broad Street, Apt 3 South  
Bridgeport, CT 06604

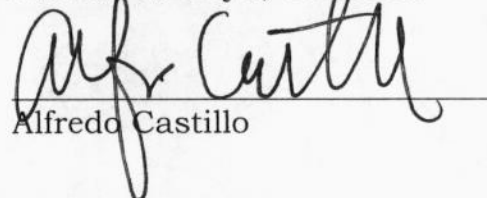
December 31, 2026

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, **Co-Chair**

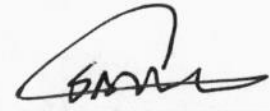
  
\_\_\_\_\_  
Rolanda Smith

  
\_\_\_\_\_  
Aikeem G. Boyd, **Co-Chair**

  
\_\_\_\_\_  
Alfredo Castillo

**VACANT**

Matthew McCarthy

  
\_\_\_\_\_  
Samia Suliman

*City Council Date: July 3, 2023*

Item# \*89-22 Consent Calendar

Appointment of Twana Johnson (D) to the Fair Rent Commission.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: July 3, 2023

Attest:

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

Approved by:

*Joseph P. Ganjin*  
Joseph P. Ganjin, Mayor

Date Signed:

*7/10/23*

RECEIVED  
CITY CLERKS OFFICE

23 JUL 11 PM 12: 20

ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. \*89-22 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Fair Rent Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.


**NAME**

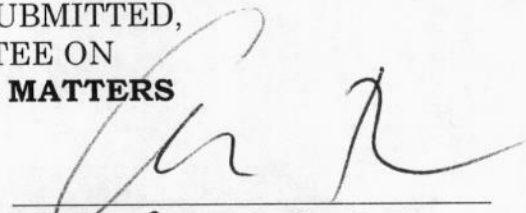
**TERM EXPIRES**

Twana Johnson (D)  
905 South Avenue  
Bridgeport, CT 06604

December 31, 2026

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, **Co-Chair**

  
\_\_\_\_\_  
Ailkeem G. Boyd, **Co-Chair**

  
\_\_\_\_\_  
Rolanda Smith

  
\_\_\_\_\_  
Alfredo Castillo

\_\_\_\_\_  
**VACANT**

\_\_\_\_\_  
Matthew McCarthy

  
\_\_\_\_\_  
Samia Suliman

*City Council Date: July 3, 2023*

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. Scalo  
Eroll V. Skyers



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CITY CLERKS OFFICE  
23 JUL -5 AM 11:00  
ATTEST  
CITY CLERK

July 3, 2023

Honorable City Council Members  
Bridgeport City Council  
c/o Lydia Martinez, City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

**RE: Proposed Amendment of BPT Code of Ordinances, Sec. 2.36.010 - Officers' and unaffiliated employee salaries for the purposes of Adding a new part-time salary for the position of OPM Director under the subsection Executive Appointed Officials at Grade 8.**  
**FOR REFERRAL TO COMMITTEE ON ORDINANCE**

*Handwritten:* Budget & Appropriations Committee  
6/22/23  
(TO)

Dear Council Members:

Kindly take the necessary legislative actions to ADD TO THE AGENDA of the July 3, 2023, Regular City Council meeting the above-referenced matter for Referral to Ordinance Committee.

**The Motions necessary to fulfil this request are as follows:**

1. **MOTION TO ADD THIS ITEM TO THE AGENDA** for purposes of referral to committee – 2/3 Majority Vote Required
2. **MOTION TO REFER THIS ITEM** to the Committee on Ordinance – Simple Majority Vote of those present and voting Required.

## EXECUTIVE SUMMARY

- a. Submission Title:** Referral of proposed Amendment of BPT Code of Ordinances, Sec. 2.36.010 - Officers' and unaffiliated employee salaries to ADD a new part-time salary for the position of OPM Director under the subsection *Executive Appointed Officials* at Grade 8.
- b. Submitting Entity:** Office of the City Attorney, on behalf of the City Administration.
- c. Contact Persons:** City Attorney Mark T. Anastasi, contact information above.
- d. Approval Deadline:** the next succeeding City Council meeting (following the July 3, 2023, meeting at which the item will be referred to the Committee on Ordinance) due to the anticipated resignation of incumbent OPM Director Nestor Nkwo from his current full-time position; and the need to create a part-time opportunity for Mr. Nkwo to continue to provide professional service to the City as OPM Director during a transition period to a successor full-time OPM Director.
- e. Matter Summary:** Incumbent OPM Director Nestor Nkwo is planning to retire from his current full-time position as OPM Director effective at the end of business, June 30, 2023. Mr. Nkwo has provided decades of service to the City's OPM, the last nearly eight (8) years in the capacity of OPM Director. The City has an operational need for Mr. Nkwo's continued service as a part-time OPM Director, while the Administration pursues retention of a full-time successor.

Obviously, as the City Council is well aware, Mr. Nkwo is uniquely qualified based on his education, training, expertise, and business relationships to seamlessly segway into the OPM position on a part-time basis. In addition, due to where the City stands in terms of the general fund operational and capital budget cycles, the present time would be optimum for Mr. Nkwo to continue to lead the OPM department on a part-time schedule.

Kindly note that there is precedent in Ordinance Sec. 2.36.010 for a position to have both a full-time and a part-time salary option. Under the very same subsection *Executive Appointed Officials* at Grade 8 – the position of City Attorney currently has both full-time and part-time salary ranges.

The salary ranges currently established for the full-time position of City Attorney and OPM Director are identical (currently \$138,740 - \$152,610). Therefore, the salary range proposed in this ordinance amendment for the newly established part-time salary for the OPM Director position will be the same as that already established for the part-time City Attorney position (currently \$91,915 - \$100,586).

**Kindly be advised that the Office of the City Attorney has viewed this proposed ordinance amendment pursuant to BPT Charter, Chapter 5, Sec. 9 (c) for form and legality and hereby opines that such proposed amendment is proper and sufficient for adoption.**

**f. Council Action Requested:**

- July 3, 2023, City Council meeting – ADD Item to the Agenda and Refer to Ordinance Committee.
- Conduct a Public Hearing on this item – either before the Ordinance Committee or the Full City Council, as required pursuant to BPT City Charter, Chapter 5, Sec. 5, subsection 9(b).
- At next succeeding City Council Meeting – APPROVE the proposed Ordinance Amendment, *to be effective immediately upon publication.*

**g. Financial Impact Analysis:** No material financial negative impact anticipated at this time. Indeed, since the OPM Director will be compensated on a part-time basis during the transition period, the City will save approximately \$40,000 on an annualized basis.

**h. Funding Budget-Line:** OPM salary account.

**i. Proposed Motions**

For the July 3, 2023, City Council Meeting:

- **MOTION TO ADD THIS ITEM TO THE AGENDA** for purposes of referral to committee – 2/3 Majority Vote of the members present and voting Required
- **MOTION TO REFER THIS ITEM** to the Committee on Ordinance – Simple Majority Vote of the members present and voting Required.

For the August 7, 2023, City Council Meeting (or at a Special Meeting if scheduled prior):

- **MOTION TO AMEND** BPT Code of Ordinances, Sec. 2.36.010 - *Officers' and unaffiliated employee salaries* to ADD a new part-time salary for the position of OPM Dir. at subsection *Executive Appointed Officials* at Grade 8 - in accordance with THE proposed language as amended set forth below:

**Be it ordained by the City Council of the City of Bridgeport that BPT Code of Ordinances, Sec. 2.36.010 - *Officers' and unaffiliated employee salaries*, subsection A. at Grade 8 *Executive Appointed Officials* be amended as follows:**

**Executive Appointed Officials**

|           |                                       |                 |                  |
|-----------|---------------------------------------|-----------------|------------------|
| 8         | Finance Director                      | \$138,740       | \$152,610        |
| 8         | OPM Director                          | \$138,740       | \$152,610        |
| 8         | OPED Director                         | \$138,740       | \$152,610        |
| 8         | Public Facilities Director            | \$138,740       | \$152,610        |
| 8         | Health Director                       | \$138,740       | \$152,610        |
| 8         | Labor Relations Director              | \$138,740       | \$152,610        |
| 8         | Director of Health and Social Service | \$138,740       | \$152,610        |
| 8         | I.T.S. Director                       | \$138,740       | \$152,610        |
| 8         | Parks and Recreation Director         | \$138,740       | \$152,610        |
| 8         | City Attorney                         | \$138,740       | \$152,610        |
| 8a        | City Attorney (PT)                    | \$91,915        | \$100,586        |
| <u>8a</u> | <u>OPM Director (PT)</u>              | <u>\$91,915</u> | <u>\$100,586</u> |
| 8b        | Assistant Chief of Police             | \$138,740       | \$152,610        |
| 8b        | Deputy Director of Public Facilities  | \$138,740       | \$152,610        |

**To be effective immediately upon publication.**

Thank you for your attention to this matter.

Very truly yours,  
/s/ Mark T. Anastasi  
Mark T. Anastasi  
City Attorney

cc: Mayor Joseph P. Ganim  
Frances Ortiz, Asst. City Clerk  
Janine Hawkins, CAO  
John P. Bohannon, Deputy City Atty.

Lydia Martinez, City Clerk  
Nestor Nkwo, OPM Director  
Daniel Shamas, Chief of Staff  
John R. Mitola, Assoc. City Attorney



From the Floor  
07/03/2023 (P)

MEETING DATE: 6/20/2023 NO. 96-22

COMMITTEE: Budget Committee REFERRED TO COMM.: Ordinance

SUBJECT: Proposed Amendment 2.36.010 - Officers and Unaffiliated employees Salaries for the purpose of Adding a new part-time salary for the

MOTION BY: Scott 2ND BY: Rose C Positri

APPROVED  DENIED  Tabled  REF. TO COMM.

of  
OPM  
Director

Vote 1  
Vote #2

REMARKS: Scott - Janet motion to ADD suspend Rules  
Scott E. Newton

|                         | YES | NO |
|-------------------------|-----|----|
| Scott Burns             |     |    |
| Matthew McCarthy        |     |    |
| Jorge Cruz, Sr.         |     |    |
| Tyler Mack              |     |    |
| Vacant                  |     |    |
| 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        |     |    |
| Samia Suliman           |     |    |
| Vacant                  |     |    |
| Ernest E. Newton, II.   |     |    |

ATTEST  
CITY CLERK  
23 JUL +5 1AM 11:00  
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