

AGREEMENT

Between

THE CITY OF BRIDGEPORT

and

BRIDGEPORT POLICE LOCAL #1159 AND

COUNCIL #15 AFSCME, AFL-CIO

July 1, 2004 to June 30, 2008

PREAMBLE

The following agreement, by and between the City of Bridgeport, hereinafter referred to as the "City" and Bridgeport Police Local #1159 and Council #15, 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 1 – THE UNION AND UNION SECURITY

ARTICLE 1

ARTICLE 1 RECOGNITION

Section 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, Captains and Deputy Chiefs, but excluding the Chief of Police, and the Assistant Chief, employed by the City of Bridgeport, in the Police Department for the purposes of establishing wages, hours, and other conditions of employment.

Section 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 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. 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.

Section 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 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 4 - 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 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 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 - 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 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 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 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 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 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 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 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 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 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 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 4 - Every January 1, a seniority list will be posted on all Union Bulletin Boards.

Section 5 -

(A) All employees currently assigned to specific divisions shall remain in said assignments unless removed for just cause. Any future vacancy shall be filled, as described below within the classification applicable to the vacant position, and subject to the needs of the department. The employee shall remain in a selected assignment for a minimum of one (1) year before bidding for a subsequent vacancy or assignment. For all employees except those in the narcotics and vice division and the tactical division the Chief of Police may change an employee's assignment within six (6) months of such assignment for cause, (e.g. Health, Attendance, Ability and Job Performance.) For all employees in the narcotics and vice division and the tactical division Chief of Police may change an employee's assignment at any time of such assignment on the basis of objective criteria consisting only of health, attendance and job performance. The basis for any such assignment changes shall be documented.

All disputes arising under Section 5 shall be resolved through expedited arbitration proceedings.

(B) The divisions for which Police Officers on active duty may bid on a seniority basis are Patrol, Traffic, K-9, Tactical (TNT), and the Communications Center, which includes the front lobby desk. The bidding divisions for the classification of Detective on active duty shall be the Detective Bureau, Narcotics and Vice, and Youth Bureau.

(C) The Sergeants, Detectives and Patrolman on active duty shall bid, based upon departmental seniority, for all of said divisions above, (sergeants shall also bid for the Record Room) as vacancies occur and the department's desire to fill said vacancies with the equivalent classification.

(D) The Lieutenants on active duty shall bid based upon rank seniority, for all of said division above (and the Records Room), as the vacancies occur and the department's desire to fill said vacancies with the equivalent classification.

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

(F) The Chief of Police may assign officers to 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.

(G) 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.

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

ARTICLE 8

UNION OFFICE

Section 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 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 2 - The shoulder patches designated to the regular members of the Bridgeport Police Department shall be exclusively worn by said regular members.

Section 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 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 1 - The following "Bill of Rights" between the City of Bridgeport and the employees covered by this agreement shall be as follows:

Section 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 3 - Complainants who make false complaints or affidavits shall be held accountable for such false complaints or affidavits.

Section 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 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 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 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 2 – MANAGEMENT AND THE WORKPLACE

ARTICLE 11

DISCIPLINARY ACTION

Section 1 - No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or otherwise disciplined except for just cause.

Section 2 - The Chief or his designee may impose upon any officer discipline of up to fifteen (15) days suspension without pay, provided that the Chief or his designee 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'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 fifteen (15) days suspension referred to above shall be increased to

thirty (30) days upon approval of the U.S. District Court.

Section 3 - Disciplinary hearings shall be conducted by the Board of Police Commissioners or if designated by the Board before a subcommittee of the Board consisting of at least three (3) members thereof, concerning those matters addressed by the Barros Decree as amended, or where the Chief deems that the appropriate discipline if found guilty should be in excess of a suspension of fifteen (15) days without pay. Any such hearing before the Board of Police Commissioners shall commence within sixty (60) days of the referral of the charges to it, and said hearing once commenced shall not be unreasonably protracted. 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 said 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 4 - Notwithstanding the above, an employee charged with a disciplinary offense under Section 2 or 3 may be suspended without pay or suspended 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 suspended 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. The Union shall not process any grievance for any other employee whose overtime opportunities are adversely affected by the employee on suspension 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 Board of Police Commissioners. 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.

Section 5 - At least seven (7) work days prior to any hearing before the Board of Police Commissioners, and within a reasonable time 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. Evidentiary information, including the charges and the OIA report shall be delivered to all of the Police Commissioners prior to the scheduled hearing date, except that in Barros Decree cases the President of the Police Board shall receive any information to which the President is entitled pursuant to the Barros Decree; as well as the charges so that the President may reasonably schedule the docket of the Board of Police Commissioners.

Section 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 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) 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 8- The time limits specified herein may be extended by agreement of the parties in writing.

Section 9 - Working days, as used in this Article, exclude weekends and holidays.

Section 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.

ARTICLE 12

ADJUSTMENT OF GRIEVANCE PROCEDURES

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, or which are provided for in any statutes, Charter provision, or ordinance, rule or regulation which is not in conflict with this

agreement, or concerning any matter or condition arising out of the employee-employer relationship, including any claim of unjust discrimination, any matter or condition affecting an employee's health or safety and transfers and/or assignments, 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 forty-five (45) 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.

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) 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 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 effect the administration of other collective bargaining agreement(s), a meeting with the Director of Labor Relations of 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 Police Board or 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 Board of Police Commissioners or the Director of Labor Relations as the case may be, to the Connecticut State Board of Mediation and Arbitration as provided in Article 11. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties.

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

(F) The Union shall, at each step of this grievance procedure, provide the City's Labor Relations Director 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.

(G) 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.

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

ARTICLE 13

PENALTY CLAUSE

Section 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 2 - Said Board shall hear and act on such dispute and render a decision which shall be final and binding on all parties.

Section 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 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 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 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

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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 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 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 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 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 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 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 9 - Overtime shall be paid in the weekly check which shall reflect the type of payment.

ARTICLE 15

MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote discipline, transfer, layoff, and discharge personnel: determined 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; 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 same 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*).

ARTICLE 16

DRUG TESTING

The parties are in agreement that Narcotics and Vice Officers will be subject to drug testing in accordance with the following procedures: Mandatory testing upon original assignment and random testing at any time after assignment for controlled substances defined in accordance with the State of Connecticut 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. 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 decided by a single arbitrator selected in accordance with the rules of the American Arbitration Association.

ARTICLE 17

WORK SCHEDULE

Section 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.

(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.

(C) 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.

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Additionally, the need for reallocation shall be objective and documented and any decision to reallocate shall not be arbitrary or capricious.

Section 2 - Each member of the department shall attend State-mandated training sessions for recertification, or other departmental training during the scheduled work day, or on an overtime basis.

Section 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 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

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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 work days.

(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 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.

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ARTICLE 18

SAFETY AND PRODUCTIVITY

Section 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 two (2) Union representatives may not vote at any meetings.

Section 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 3 - Insofar as recommendations concerning increased efficiency within the department is concerned, the City and the Union adopt as the yardstick for the

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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 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.

Section 5 - The Police Department vehicles will be inspected by the Connecticut State Department of Motor Vehicles on an annual basis. The Police Department will make necessary repairs identified by the Department of Motor Vehicles as affecting the safety of the vehicle.

ARTICLE 19

JOB-ACTION RESTRICTION

Section 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

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Bridgeport, or any of its officials, departments or agencies.

ARTICLE 20

CLASSIFICATION

Section 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 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 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.

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ARTICLE 22

MOUNTED PATROL

Section 1 -The Mounted Patrol will be a separate unit.

Section 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 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 4 -The work schedule and work hours for the Mounted Patrol shall be the administrative schedule.

ARTICLE 23

COMMUNICATIONS CENTER

Section 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.

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(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 2 - There shall be two (2) Police Officers assigned as dispatchers and on duty in the Communications Center on all shifts.

Section 3 - There shall be one (1) Police Sergeant assigned in the Communications Center on all shifts.

Section 4 - 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 5 - Any additional Police Officer(s) assigned to the Communications Center utilized at the discretion of the Department to accomplish related functions therein.

Section 6 - 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 7 - 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 8 - It is understood that the position of Telex Operator (44) and the Call-

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takers/Complaint-takers shall be staffed by civilians, except in an extreme emergency.

Section 9 - 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 10 - 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 11 - 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.

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SECTION 111 – MONETARY PAYMENTS

ARTICLE 24

WAGES

Section 1 – Effective July 1, 2004, wages shall be increased by two one half (2.5%) percent (Exhibit A).

Section 2 – Effective July 1, 2005, wages shall be increased by two one half (2.5%) percent.

Section 3 – Effective July 1, 2006, wages shall be increased by three (3%) percent.

Section 4 – Effective July 1, 2007, wages shall be increased by three (3%) percent.

Section 5 - 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 6 - 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 7 - The City shall use its best efforts to make retroactive payments for the

wage increases effective 7/1/04 and 7/1/05 within ninety (90) days of approval of

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this Tentative Agreement by the City Council provided that the union membership shall also have ratified the Tentative Agreement.

ARTICLE 25

MINIMUM PAY FOR CALL BACK AND OFF-DUTY ARRESTS AND OFF-DUTY COURT

Section 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 2 - Each such officer recalled to duty on his or her regularly scheduled day off shall be paid a minimum of eight (8) hours pay for such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 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 4 - Whenever any member of this department, while off-duty, make 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.

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Section 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 eight (8) hours pay calculated as per Article 14, Overtime Pay.

Section 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 eight (8) hours minimum for recall day, provided it is directly connected to the recall period.

Section 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 eight (8) hours pay as per Article 14, Overtime Pay.

Section 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 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 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

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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.

(D) 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.

(E) 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.

(F) 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

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report for duty in the uniform of the day. All officers shall report to their commanding officer immediately upon being released from court.

Section 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.

ARTICLE 26

LONGEVITY

Section 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 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

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the agreement year prior to such first pay date in December.

Section 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 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

PREMIUM PAY**Section 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 fifteen cents (\$1.15) / 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 thirty cents (\$1.30)/ 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 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, 2004 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 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 hand gun, an initial box of ammunition, three magazines, a cleaning kit, and a gun belt.

Section 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) to be paid on October 1st of each agreement year to each active member.

Section 3 - Any Detective, newly permanently appointed shall receive one hundred

twenty-five dollars (\$125.00) upon appointment.

Section 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 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 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 1 - The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

(A) “Medical Benefits” in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V-Schedule of Benefits, Revision 6/20/93), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union (the “Medical Plan”) (Exhibit B).

(A) Drug Prescription family plan with a five (\$5) dollar co-payment for generic

drugs, ten dollar (\$10) co-pay for drugs on the list of preferred drugs

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maintained by the City's pharmacy benefits manger, and twenty-five co-pay (\$25) for all other prescription drugs. There shall be a limit of thirty (30) days supply of prescription drugs at retail. Effective upon approval of the this Agreement by the City Council, employees must use mail order for prescription drugs refills for maintenance drugs on the list maintained by the City's pharmacy benefits manager after three (3) refills or the co-payments double at retail. Such double co-payment requirement shall apply only to drugs which can be ordered by mail.

(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).

(G) 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".

Section 2 - The City shall provide and pay for the cost of a Group Life Insurance Policy rounded off to the nearest \$1,000 of top grade Police Officer's Annual base salary with accidental death and dismemberment for all employees.

Section 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

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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 4 - For employees, and their surviving spouses, if any, who retire subsequent to the first day of this Agreement, 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 make the employee contributions to coverage provided for herein. 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.

Section 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

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appeal has been rendered or the period of one (1) year from termination. 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.

Section 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 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

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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 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 9-

- (A) The City shall provide a payment in lieu of Health Benefits for employees that waive such coverage, in the amount of five hundred (\$500.00) dollars per year.
- (B) There will be an open enrollment period.
- (C) 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)

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provided they verify such dependent's living status to the City. Such verification must be in the form of a sworn affidavit.

Section 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 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, 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").

Section 12 -

(A) The City has implemented and shall maintain a cafeteria plan pursuant to

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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 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,

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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 14 -

(H) 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.

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(I) 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.

Section 15 – 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 benefits improperly paid as a result of such failure.

ARTICLE 31

EDUCATIONAL REIMBURSEMENT

Section 1 - The City shall reimburse each employee for the cost of tuition and books and fees, necessary to enroll and/or take the course within sixty (60) days of submission of their costs, to the Department Clerk, upon satisfactory completion and at a grade 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:

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- A) Police science or procedure;
- B) Police, criminal justice or public administration;
- C) Police-related investigation procedures;
- D) Forensic sciences;
- E) Psychology;
- (B) Computer Science

SECTION V – HOLIDAYS AND LEAVES

ARTICLE 32

HOLIDAYS

Section 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 suspension 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 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.

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Section 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 has elected to receive for that fiscal year. On or before the third (3rd) payday in March, of each fiscal year, the City shall pay to each employee the holiday pay which he has so elected to receive for that fiscal year.

Section 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 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 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, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

Section 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.

ARTICLE 33

VACATIONS

Section 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 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 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 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 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 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 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.

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Manpower levels will not be a basis for denying vacation requests, except in emergency situations.

Section 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

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presence of the employee's respective commanding officer or an officer as designated by the respective commanding officers.

Section 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.

ARTICLE 34

INJURY LEAVE

Section 1 - The City shall pay the hospital, medical and drug expenses for each employee who is injured or disabled in the performance of duty, provided that he reports such injury or disability to his superior officer as soon as he becomes aware that the injury or disability was suffered in the line of duty, and further provided that he report the same within one (1) year of the date of injury or disability, and further provided that he establish through proper evidence and/or witnesses that such injury or disability was suffered in the performance of his duty. 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

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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 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 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 4 - Employees on Worker's Compensation shall be granted leave until they reach maximum medical improvement.

ARTICLE 35

FUNERAL AND PERSONAL LEAVE

Section 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.

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Section 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 3 - Each employee shall be granted two (2) 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 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 - MISCELLANEOUS

ARTICLE 36

RESIDENCY

Section 1 - There shall be no residency requirement for employees of the Bridgeport Police Department covered by the collective bargaining agreement

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ARTICLE 37

EXTRA POLICE

Section 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 2 -

(A) Effective upon approval of the Tentative Agreement by the City Council, the rate of pay for Extra Police Work, shall be computed by adding five dollars (\$5.00) to the maximum hourly rate of pay normally received by an Officer of his rank in his regular tour of duty with the Police Department, or such other rate as permitted in Section 8 herein, 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 1/2) the outside overtime hourly rate of a top grade officer, or rank, whichever is applicable.

(B) The City of Bridgeport may add an additional three dollars (\$3.00) per hour surcharge to the rates of pay specified in this Article, which the City shall retain for

purposes of administration of the Extra Police Work.

(C) The City may charge an additional amount not to exceed six dollars (\$6.00) per hour, which the City shall retain for purposes of indemnification and

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satisfaction of any legal liabilities and obligations incurred in connection with outside overtime work.

(D) The dollar amounts provided under (A) and (C) above shall each increase by one dollar (\$1.00) per hour effective July 1, 2007.

Section 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 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.

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Section 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 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 7 - The efficiency of the department shall not be impaired in order to provide extra police work for any person or organization.

Section 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 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 Police Officer's 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

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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 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 extra police work rate of pay.

ARTICLE 38

OUTSIDE EMPLOYMENT

Section 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 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 3 - No employee shall accept employment which is in conflict with his position as a police officer as defined by state statute.

Section 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.

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Section 5 - Any employee operating a business which employs on a steady basis other department employees shall promptly report same to the department.

Section 6 - An employee shall notify the City as to any injuries received in said "outside" employment.

Section 7 - The conditions set forth above shall be the only criteria concerning the rights to "outside" employment.

ARTICLE 39

SAVINGS CLAUSES

Section 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 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, political affiliation or union membership.

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ARTICLE 41

GENERAL PROVISION

Section 1 - Effective on the date this agreement is implemented 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

The City may civilianize the job functions and/or assignments in the following areas: Payroll Clerks; 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 (except that Article 37, Section 1 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 City may also civilianize the Communications Center in accordance with Article 23.

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The City may hire Parking Enforcement Assistants to tag parking violations in the enforcement of parking ordinances in metered parking areas and signed time limit parking areas. 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.

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ARTICLE 44ARTICLE 40

DURATION

Section 1 - For purposes of this agreement, the effective time will be 00.01 hours, July 1, 2004. The duration of this agreement extend through June 30, 2008 as it applies to all issues in the agreement.

Section 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, 2007, nor less than one hundred twenty (120) days prior to June 30, 2008.

Section 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 _____, 2006

FOR THE CITY

FOR THE UNION

John M. Fabrizi, Mayor

Sean Ronan, President

**Edmund E. Winterbottom
Director of Labor Relations**

**Michael Rynich, Treasurer
Treasurer**

ADMINISTRATIVE SCHEDULEAD

Jan - 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.

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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.

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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.

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

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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

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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,

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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.

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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 (3) 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.

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