

**Tentative Agreement
Between the
Bridgeport Police Local #1159 and
Council #4 AFSCME, AFL-CIO and
City of Bridgeport**

The City of Bridgeport ("City") and AFSCME Council 4, Locals 1159 ("Union") covenant and agree that the following represents their tentative agreement for a successor contract to the collective bargaining agreement which expired on June 30, 2016:

1. Monetary Issues

- a) Contract Term: July 2016 - June 2020
- b) Wages: 0% effective July 1, 2016
 - 2.5% effective and retroactive to July 1, 2017
 - 2.5% effective July 1, 2018
 - 2.0% effective July 1, 2019

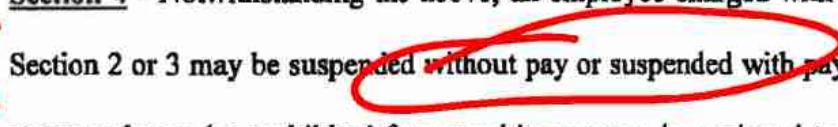
2. The City Surcharge rate per Article 37 - increase from \$10.00 per hour to \$17.00 per hour with a \$1.00 per hour increase for officers. These surcharge rate increases are only applicable to construction, utilities and road jobs. These new rate increases are not applicable to department store work, small business (less than 10 employee) or special event duties.

3. **Article 25 – Minimum Pay For Call Back and Off-Duty Arrests and Off-Duty Court:** change minimum of eight (8) hours pay to minimum four (4) hours pay. Please see attached.

4. Change Article 11 section 4 as follows:

ARTICLE 11

DISCIPLINARY ACTION

 **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. **When an employee is placed on administrative leave or administrative status, the reasons for such placement must be presented in writing to the member and copied to the union within five (5) calendar days of the action. No member shall be on administrative status for more than one hundred eighty (180) days absent mutual agreement or legitimate business reasons. In the event the City alleges that it cannot meet the one hundred and eighty (180) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules. The Union** shall not process any grievance for any other employee whose overtime opportunities are adversely affected by the employee on 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 Chief of Police. With the mutual agreement of all parties, which may not be unreasonably denied, the ten (10) day requirement can be waived, however, a hearing on the charges shall be commenced within sixty (60) days of the date of suspension and continuance for commencement of the hearing shall only be granted beyond sixty

(60) days upon request of the accused and/or his representative; however, a hearing shall be held within a reasonable period of time.

In discipline cases of suspension without pay, if a hearing has been commenced within sixty (60) days of the date of suspension, but remains incomplete, such employee's pay shall be reinstated on the sixty-first (61st) day.

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

(B) Any internal disciplinary investigation not referred to internal affairs must be completed with a decision issued by the Chief within one hundred twenty (120) days of its inception. The one hundred and twenty (120) day timeline shall not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business

reasons. A hearing shall be noticed by the Chief within fourteen (14) days of his receipt of the investigation report. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.

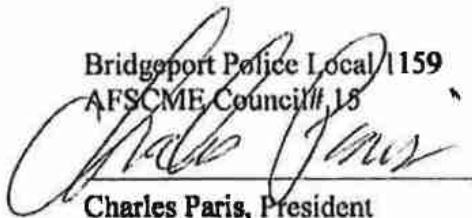
5. The Union and the City agree that all references to the phrase "suspension with pay" contained in the Agreement shall be changed to "administrative leave with pay."

6. All contract language not referenced in this Tentative Agreement shall remain in the new collective bargaining agreement unchanged.

7. This Tentative Agreement is subject to the ratification of the City and the Union.

Dated this ___ day of December 2017

Bridgeport Police Local 1159
AFSCME Council # 18

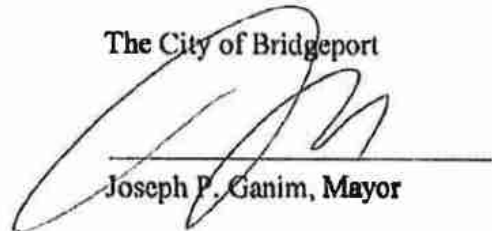


Charles Paris, President

12-18-17

Date

The City of Bridgeport



Joseph P. Ganim, Mayor

12/20/17

Date

ARTICLE 25

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

Section 25.1 - Whenever the Police Department requires the services of any members of the department and recalls this member to duty, after he or she has completed his or her regular tour of duty, he or she shall be paid for a minimum of four (4) hours of such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.2 - Each such officer recalled to duty on his or her regularly scheduled day off shall be paid a minimum of four (4) hours pay for such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.3 - Should the recall be directly connected to his or her regular tour of duty he or she shall be paid for the hours worked in excess of his regular tour at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.4 - Whenever any member of this department, while off-duty, 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.

Section 25.5 - The day-off is calculated from midnight to midnight. Anytime during this period, if any employee is recalled to duty, he shall be entitled to a minimum of four (4) hours pay calculated as per Article 14, Overtime Pay.

Section 25.6 - After being recalled one day off and he is held beyond midnight, of such recall day, and the second day is also a day off, he then shall get paid for each such hour, or fraction thereof, in addition to the four (4) hours minimum for recall day, provided it is directly connected to the recall period.

Section 25.7 - If he is sent home and is again recalled, on the second day of his scheduled day off, then he again shall be entitled to a minimum of four (4) hours pay as per Article 14, Overtime Pay.

Section 25.8 - No member of this department shall be recalled to duty during or while he is on vacation, by any officer of this Department. Such officer may request his recall and it shall not be binding upon such member to return to duty, but may return at his own option.

Section 25.9 - Nothing in this Article shall prevent the Chief of Police or his designee from ordering all employees back to duty in an emergency.

Section 25.10 - Members of the Department who are subpoenaed for court appearance while off duty or for testimony while off duty by the State Liquor Control Authority, the Department of Motor Vehicles on DWI cases, the Board of Firearms and Permit Examiners on permits, and in other situations as determined by the Chief in his absolute discretion if the testimony directly relates to the officer's performance of police duties or activities shall be paid in the following manner:

(A) All officers shall be required to have the reverse side of the subpoena time stamped and signed by the state's attorney, assistant state's attorney or inspector (or court advocate at the juvenile court or Commissioner or designee of the above referenced state agencies) and returned to their commanding officer within five (5) days from the appearance date. This procedure is mandatory in order for payment to be made.

(B) Officers shall directly receive the court time payment made by the judicial department. This payment shall be the full and only payment made to the officer for the first full hour of court time or portion thereof. In the event that this court time payment is less than time and one-half the hourly rate (when required) for any member of this bargaining unit the City should compensate the officer for the difference.

(C) All court time worked after the first hour shall be paid at time and one-half (1 1/2) as and if required by the collective bargaining agreement for each hour worked.

(D) Officers working court time shall have the option of working the full hour or eight hours tour of duty as required by the collective bargaining agreement. Officers who wish to exercise this option shall advise their commanding officer as soon as this decision is made. Patrol officers working the extended tour duty shall report for duty in the uniform of the day. All officers shall report to their commanding

officer immediately upon being released from court.

Section 25.11 - The City shall adopt a policy that members of the Department who are subpoenaed for depositions or in civil actions for testimony relating to their duties as an employee of the City should be paid by the party issuing the subpoena for all such testimony, including travel, waiting and other time at the overtime rate of pay with a minimum payment of four (4) hours. The City shall provide a copy of the policy to the Union so that the Union may issue mail a notification of this policy to the party issuing the subpoena. The City shall have no responsibility to enforce the policy or to make payment to the officer if the party issuing the subpoena does not make payment.