

**CITY OF BRIDGEPORT
CONTRACTS COMMITTEE
REGULAR MEETING
JULY 11, 2023**

ATTENDANCE: Jeanette Herron, Co-chair; Matthew McCarthy, Co-chair; Jorge Cruz, Maria Pereira, Rosalina Roman-Christy; Ernest Newton

OTHERS: Council Member T. Mack; Tom Gaudett, Deputy Chief of Staff; Domenic Costello, Labor Relations Deputy Director; Police Chief R. Porter; Atty. Skyers, Acting Labor Relations Director;

CALL TO ORDER

Co-chair Herron called the meeting to order at 6:05 p.m. A quorum was present.

Co-chair Herron reviewed the procedures and displayed the agenda.

90-22 Proposed Tentative Agreement with the Bridgeport City Attorneys' Union, Local 1303-272, Council #4, AFSCME, AFL-CIO for the period of January 1, 2023 through December 31, 2026 regarding their Bargaining Unit Contract.

Council Member Herron asked who would be presenting. Mr. Costello, the Deputy Director of Labor Relations, said that he would. He explained the City and the Union began negotiations earlier this year. There were a number of bargaining sessions, and an impasse was reached. Rather than go through arbitration, mediation was attempted and during an hour's long mediation session, a proposed tentative agreement that has been presented to the Committee today. The various people involved in the discussions included Linda Cronin from Labor Relations, Atty. Mark Anastasi and Personnel Director Eric Amato, representing the union in negotiations well as Atty. John Mitola and Atty. John Bohannon and Atty. Christopher Sugar.

Key points of the proposal with respect to wages, as of January 1 2023, the union would receive a 3% increase January 1 2024. Union receive a 2.75% increase on January 1 2025, they would receive a 2.6% increase, and in January 1 2026, they would receive a 2.5% increase, all employees would receive 12 sick days per year. Currently, all employees get 10. This would give them two more, and all new employees would not be able to cash out their unused sick days at the end of their employment with the city. As with the other unions in the City on July 1 2023, and employee pay more than 25% PCs will be reduced to 25%. And PCs will increase 1% per year beginning on July 1 of 2024. Up to a cap of 33 and a third percent new employees will enter the Union at whatever rate is applicable at the time of their entry into employment.

Council Member Pereira asked who drafted the cover letter. Mr. Costello explained that the letter was a basic template and had been modified for the specific contract.

Council Member Pereira asked if retired Atty. Anastasi, whose niece was a member of the bargaining unit, had been involved. Mr. Costello said that Atty. Anastasi was involved.

Council Member Pereira wished to know how Atty. Mark Anastasi represent the city's interests when he is a retiree who benefits from this bargaining agreement and his own niece is a member of the bargaining union. She stated that it was a violation of the ethics rules. She also wished to know who made that decision and why wasn't an outside labor attorney hired to represent the city on the city side. Mr. Costello said that Ms. Cronin was also involved in the negotiations.

Council Member Roman-Christy asked about the death benefits shown on page 11 and the increase of the amount. Mr. Costello said that the amount had not been changed since the last contract.

Council Member Roman-Christy noted that on page 13, paragraph 19.8, that if the city were to substitute insurance benefits for the City Attorneys, it says that the city “shall” but she wished to know if the “shall” also would include the City Council approval. Mr. Costello said that he believed that this was so. Atty. Mitola said that Mr. Costello was correct.

Council Member Newton said that this was more of a statement. I don't really have a lot of questions. This is the hardest contract for me to support. And I say that I don't care who gets offended by the Attorney's Department when it comes to the City Council And you know, They are the second branch of government and the Council gets treated as second class citizens. We heard are going to get better. You know, there have been committee meetings, such as Ordinance or Contracts and sometimes there not any attorneys present. This is hard to believe. The Council going to vote on your contract. But as a former Council President, and as a City Council Member, he said that the Council has not gotten the service, or the respect. He said that he believed our City Attorney's Office was supposed to treat the Council the same way they treat the Mayor but hadn't seen it in the six years he served.

Council Member Newton said that he would vote for the contract even though he felt the Council has not received the respect that is due them. He added he just wanted to state this for the record.

Council Member Pereira asked if the Acting Director Of Labor Relations was a member of the bargaining unit. Mr. Costello said that both he and Ms. Cronin were involved with the negotiations, but that Atty. Skyers was not involved at all.

Council Member Pereira asked several detailed questions about the change of the number of sick days from 10 to 12 as listed on page 18. She pointed out that the attorneys received consistent yearly raises of approximately 3% and they were now getting two additional sick days.

Mr. Costello explained that mediator who deals with arbitrations all the time, informed Labor Relations who were looking for 3% across the board, that this would be lost during arbitration. Mr. Costello believed the raises fall in line with what the state averages across the across the board with, with respect to the sick days. Other unions have gone up to 15 sick days, with the exception of SB 1303. And they have a short term disability clause. So this proposal adds two

additional sick days. New members who are hired will not be able to cash the sick time out at the end.

Council Member Pereira asked about the details involving banking vacation and sick days. She pointed out that when someone earned a sick day, the individual may have been working at a lower rate of pay but at the end of their service, they are paid out at the current salary rate they were earning. Mr. Costello said that this was correct.

Council Member Mack asked if any of the Council Members or the Council President had been privy to the negotiations. He was told they were not.

Council Member Mack said that the Council was expected to vote on a contract in which they had no information, no say or anything. The Council Members deserve the respect and to be informed as to what was going on.

Council Member Herron reminded everyone that the Council had created language so that the Contract Co-Chairs would be informed six months before a contract was approved. This did happen, but later it stopped. Closed door negotiations are exactly that and the details are not available to the public.

Council Member Newton said that in the past they had sat with the Labor Department. Right now the Council has no say whatsoever on the contracts that are presented to them. Council Member Herron said that the reason that the co-chairs were asking to be included was because they listen to their Committee members, fellow Council Members and members of the community. The reason the language was included was because they felt they were being ignored. Previously, the contract negotiations were four or five years behind, but now they are catching up.

Council Member Pereira said purpose of the new language was so that the co-chairs could call a meeting of the Committee right when they were starting negotiations to all make recommendations of what the Committee wanted to see changed in the labor agreement. That was the purpose of making sure that labor relations notified the co-chairs, so that the Committee could review the existing contract and make a list of items to bargain over. However, the Committee has never done that one time even though that was the purpose of it.

Council Member Pereira said that it was outrageous that Atty. Anastasi was part of the negotiations even though he has a special exemption. Because of this, she will be voting against the contract.

Council Member Newton said for the record, he intended to vote no, so that it wouldn't be on the consent calendar and they could have a debate. But seeing that Councilwoman Pereira is already going to vote no, he would be in favor of the item.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 90-22 PROPOSED TENTATIVE AGREEMENT WITH THE BRIDGEPORT CITY ATTORNEYS' UNION, LOCAL 1303-272, COUNCIL #4, AFSCME, AFL-CIO FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2026 REGARDING THEIR BARGAINING UNIT CONTRACT.**

****COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION PASSED WITH FUR (4) IN FAVOR (MCCARTHY CRUZ, ROMAN-CHRISTY AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

95-22 Proposed Tentative Agreement with the Bridgeport Police Local, #1159 and Council #4 AFSCME, AFL-CIO for the period of July 1, 2021 through June 30, 2026 regarding their Bargaining Unit Contract.

Atty. Skyers, the Acting Director of Labor Relations, greeted the Committee and noted that the contract negotiations predated his arrival in the department. However, he was involved in the negotiations. Police Chief Porter represented his Department, along with Labor Relations consultant Linda Cronin, Deputy Director of Labor Relations Dominic Costello; Director of Personnel, Eric Amato, and outside Counsel Floyd were also involved. The union's interests were represented by Bradford Seeley and two other attorneys.

Atty. Skyers then outlined the key points involved in the five year contract including the 3% wage increase as of July 1, 2021 which is retroactive. 3% for July 1, 2022. That is also retroactive. 3% for July 1, 2023 3% for July 1, 2024 and 2% for July 1, 2025.

First, employees received 15 sick days per year. Employee hired after ratification of this agreement will be able to bank their sick leave or won't be able to cash them out. Since the previous collective bargaining agreement allowed cash out for all employees so that it is a bit of a change, not allowing new employees to cash out the sick leave.

Secondly, employees paying more than 25% PCs will have it reduced to 25%. This is happening across the board with all the collective bargaining agreements and should not be a surprise. The previous cap on the PCs was 50%.

Number three, employees will be allowed to have the five bank holidays a year. This is a change in that employees were only selling their holidays as separation from employment.

Number four, officers will receive a \$750 stipend for being tested and certified in a second language. This is a new proposal which is a valuable one given the demographics of our city.

Number five states tuition reimbursement is capped at \$100,000. Officers often take advantage of this in previous agreements because there was no cap. They still get the value but the City get the benefit of the cap.

Number six involves the phase out of officers in the KRONOS and overtime office and replacement with civilian employees.

Number seven focuses on insurance coverage for officers that are terminated. Coverage is reduced to three months after termination. If an officer is being terminated, we will cover them for three months. Previously that insurance coverage was virtually indefinite.

Number eight addresses employees who are terminated will be paid for 30 days following the termination. The previous agreement had 45 days.

Number nine involves a uniform allowance of \$1,000 per year. New hires are given uniform allotment to a quartermaster process and we give them the uniforms. Those who are not new hires will get the payout as an increase in previous agreement was \$925.

Number 10 is about oversight. Outside overtime rate will be at sergeants first step the City will be able to charge \$30 an hour regardless of the nature of the venue requirements coverage. And City will be allowed to increase that charge for five up to 5% per year. The previous collective bargaining agreement limited the City to charging a maximum of \$17 per hour and there were no ability to increase that charge.

Number 11 is a major change. The first step in the salary scale for patrol officers has been eliminated and 1% has been added to the final step. That increases all ranks and it's particularly attractive to new employees who want to join the Bridgeport Police Department coming in at a higher step was originally indicated in previous agreements.

And lastly, the penalty clause has been eliminated. Previous CBA allows arbitration board to assess financial penalties against the City in the event that they ruled in favor of the union that has been eliminated.

Atty. Skyers said that he felt this was a fair contract and urged the Committee to vote in favor of it.

Chief Porter greeted the Committee and said that he believed this was a fair contract. Item number 11 will allow the Department to be competitive with other departments, and allow the Department to compete in attracting new hires and all new hires. Eliminating that first step is something that Chief Porter really pushed for one of the things that he thought he helped bring to the table.

Both New Haven and Hartford have been involved in contract negotiations and the Police Chiefs agree that having a solid contract helps with retention.

Council Member Herron asked about the uniform allotment and noted that there were older, worn uniforms being worn by officers.

Chief Porter said that he has been pushing professionalism and encouraging people to look their best with clean, pressed uniforms. He said that they will be tightening up the inspections and to purchase uniforms.

Council Member Pereira asked if the Union President was in attendance. The Union President did not respond.

Council Member Pereira said that she had several questions about the contract and noted that the vote by the membership was very close. She wished to know why the Chief thought so many officers voted against it.

Chief Porter said that he was surprised that so many officers voted against it. He went on to mention a recent consideration regarding the officers moving to another union and explained that the voting numbers in that issue was similar to the contract vote. Health benefits were also a concern. The newer officers with less time on the force have different priorities than the older officer and this will continue to be an issue. He noted that he had not seen another contract in his years on the force that had the same type of wage increases.

Council Member Pereira said that she was pleased to see that Deputy Chiefs were no longer part of the bargaining unit. While she is pro labor and pro-union, she had never seen worked in a union environment where members get to write up and discipline other members. She asked if the Captains and Lieutenant positions removed from union membership.

Chief Porter said that there had been discussion regarding the Captains and this should continue to be explored. However, this situation is not unique to Bridgeport.

Council Member Newton said that when the top 100 City earners are published in the newspaper, the Police Department is listed at the top. He asked if the new recruits should be given some priority in terms of overtime work.

Chief Porter explained that Patrol officers are offered the overtime opportunities first. He reviewed the details with the Committee. With the top earners, much of the financial issue has to do with their base pay.

Council Member Newton asked if civilian employees could replace certain jobs in order to free up more sworn officers.

Chief Porter replied that the Department was looking to streamline work in order to be as efficient as possible and this has resulted in several grievances being filed against the Department. Officers should be doing cop work, not clerical work. He stated that he would be meeting the following day to speak with the consultants about personnel. While the Department has to rebuild their strength, Chief Porter said they will become much more cost effective and efficient.

Council Member Newton said that he was glad to see that both the Mayor and Chief Porter agreed on hiring 100 new police officers, which is a step in the right direction.

Council Member Herron said that the Council Members were not aware of how the overtime assignments were done and that they should have had that discussion with the Police administration.

Council Member Roman-Christy asked about some details of the contract language regarding seniority. Atty. Skyers said that the particular section that Council Member Roman-Christy was referring to was not part of the negotiations. However, it involves individuals that are in “acting” capacities and seniority is not given to those who are in “acting” positions. All the seniority remains at the original permanent position. Discussion followed about the details of this.

Council Member Pereira asked about officers who are terminated or resign due to criminal acts. She felt they should not be paid anything. Taxpayers should not be paying them for 30 days at their full salary if they have been terminated.

Atty. Skyers said that the provision was for officers who are terminated, not those who retire or resign to move to other positions. In the past, the separation process included 45 days of pay, and this reduced the amount of pay for those terminated.

Council Member Pereira said that the Police Commission serves as a Civilian Review Board. She asked if the contract language had grievances going to the Police Chief and then to Labor Relations before mediation and arbitration. This means the Police Commission no longer has a role in this.

Atty. Skyers said that it was correct and the Police Commission would be involved in some matters. He then reviewed the details of the contract language on page 12. Any such grievance must be submitted in writing to the chief within 30 days of the date the union is aggrieved. Any grievance we added language any grievance arising out of Article 11 must be submitted to arbitration within the first 30 days after receipt by the union and failing to submit such grievance and timely matter. As set forth above or failing to advance the grievance within the time limits, as set forth shall constitute a waiver of the grievance. Within the seven days after the chief or his representative received grievance, he shall arrange to and shall meet with the representatives of the Union Grievance Committee for the purpose of adjusting or resolving such agreements.

Atty. Skyers stated his interest is for management – for the ability of management to be able to adjudicate matters fairly quickly and efficiently. The nature of negotiations horse trading. And so there are some instances where the union is looking for provisions that management is not willing to give. And there are some instances where management is looking for provisions that the union is just not willing to give. And in the nature of this trading, in the nature of this negotiation, management able to get a little bit more, which is the streamlining of this adjudicate adjudicator process. And we certainly we have to give something to get it. The reason we got here is because it's valuable to management.

Council Member Pereira said that grievances are important to the Police Commission because they inform the public of issues that otherwise they would not have any idea were happening. This appears to defeat the purpose of the Civil Review Board.

Atty. Skyers said that they had not dismantled the Police Commission. The Commission still has a purpose and still exists.

Council Member Pereira replied that she had not said that the Police Commission was dismantled.

Council Member Herron said that she thought that there were certain issues that went to the Police Chief and others that went to the Police Commission. Atty. Skyers said that this was so.

Chief Porter said that internal discipline comes to him, but said that he thought the grievance issues had already been removed before this contract. He said that he was okay with the way it was set up and felt it would help adjudicate the issues quicker.

Council Member Cruz apologized for arriving late and said that he was completely satisfied with the contract. If Chief Porter is happy with it, Council Member Cruz was happy with it.

Council Member Cruz was surprised that the vote was so close and felt that it should help with recruitment. He asked his fellow Council Members to support this contract.

Chief Porter said that the goal was to get a fair deal for both the police officers and the taxpayers.

Council Member Newton said that in the past, the Police Commission had a lot more power and had given up their authority over the years to the Chief. He said that he wished that the Council through the Contracts Committee has some input on things they'd like to change rather than just receiving the document.

Chief Porter reminded everyone that the Department had been under Federal oversight for many years and he thought that the transfer of authority happened during that period. The Chief has power in terms of internal discipline now whereas before they had to defer to the Police Commission. He added that he has a very good working relationship with the Commission and values their input.

Council Member Herron asked Chief Porter how long he had been Chief of Police. Chief Porter said that it was just over seven months.

Council Member Herron note that Chief Porter had negotiated the contract as they asked for. There will also be disgruntled people, but everything Chief Porter promised, he has worked on. She explained that she had a check list of his promises and Chief Porter was doing a great job.

Council Member Herron went on to say that she was disappointed that no one from the union was present at the meeting.

Council Member Pereira asked about a new provision in the Health Insurance regarding a 25% cap for the full time employees hired before January 1, 2012 and that cap will remain for the life of their retirement. This will be a substantial cost.

Atty. Skyers replied that this was correct. The locked in cap was new. Discussion followed about the details of the provision.

Council Member Pereira said that on page 54 where the provisions for the utility company reimbursement were discussed, the rate of pay was changed from \$17.00/hour to \$30.00/hour. She questioned the rate of pay and the reason for the change.

Atty. Skyers said that this was part of the negotiations. He reminded everyone that the funding was coming from the vendor, not the City. Discussion followed about the requirement for non-profits and small business. He said that the negotiations were between the City administration and the unions, not outside businesses.

Council Member Pereira said that non-profits such as churches were having a community event would be charged \$30.00 an hour for police presence.

Council Member Roman-Christy pointed out that no contract has all the answers or all the items they would like to have included.

**** COUNCIL MEMBER ROMAN-CHRISTY MOVED AGENDA ITEM 95-22 PROPOSED TENTATIVE AGREEMENT WITH THE BRIDGEPORT POLICE LOCAL, #1159 AND COUNCIL #4 AFSCME, AFL-CIO FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2026 REGARDING THEIR BARGAINING UNIT CONTRACT.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira asked about Kronos system. She wished to know why specific officer ranks were included in the contract.

Atty. Skyer said that the particular officer that was named has a contract that requires him to remain in that position for a specific period of time. The goal is to replace those officers involved in non-police work back working on police work. Due to the fact that there was a prior agreement, the officer will be left there for a certain period of time. It was a matter of negotiation. If the management had carte blanche, they would try to have civilians fill all non-police positions, but this will be done over a period of time.

Council Member Pereira asked if the Sergeant, Lieutenant and Captain would be doing Kronos full time.

Captain Porter said that there would be a Captain or Lieutenant that would be overseeing that among a variety of other tasks.

Council Pereira asked Chief Porter if he had seen a financial analysis of the 25% cap on health care for those retirees hired before 2012. Chief Porter said that he had not because he left it up to OPM and Finance to calculate the cost.

**** THE MOTION PASSED UNANIMOUSLY.**

APPROVAL OF COMMITTEE MINUTES:

- **June 13, 2023 (Regular Meeting)**
- **June 20, 2023 (Special Meeting)**

The minutes were not discussed at this time.

ADJOURNMENT

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

The meeting adjourned at 7:25 p.m.

Respectfully submitted,

Telesco Secretarial Services.