

SUPREME COURT OF CONNECTICUT

Awdziejewicz v. City of Meriden

Awdziejewicz · No. SC 19422 · Decided June 9, 2015

SUMMARY

The Connecticut Supreme Court affirmed a judgment for the City of Meriden in a dispute concerning retired police officers’ and firefighters’ health insurance pension benefits. The court held that the applicable city charter provision and stipulated judgment permitted the city to impose on retirees a health insurance cost-share requirement corresponding to that imposed on active employees. The court also rejected or declined to reach the plaintiffs’ constitutional, evidentiary, implied-covenant, and statutory claims.

CASE DETAILS

COURT	Supreme Court of Connecticut
WRITING FOR THE COURT	Zarella, J.; Rogers, C. J.; Palmer, J.; Eveleigh, J.; McDonald, J.; Espinosa, J.; Robinson, J.
JURISDICTION	Connecticut
DECIDED	June 9, 2015
DOCKET	SC 19422
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a trial court judgment for the City of Meriden in an action by retired Meriden police officers and firefighters challenging the reduction of their health insurance pension emoluments. The appeal was transferred from the Appellate Court to the Connecticut Supreme Court.
STANDARD OF REVIEW	Plenary review applied to interpretation of the stipulated judgment, which was treated as a contract, and to interpretation of the city charter provision and municipal ordinance. The evidentiary relevancy ruling was reviewed for abuse of discretion. The court also applied pleading and waiver principles to the statutory and inadequately briefed claims.
PRECEDENTIAL VALUE	binding
PARTIES	Jules Awdziejewicz, Paul Hourigan, Edward Cortright, William Kroll, John J. Lyons, Jr. v. City of Meriden

TOPICS

municipal law

contracts

contract interpretation

statutory interpretation

evidence

PRACTICE AREAS

municipal law

contracts

constitutional law

evidence

statutory interpretation

QUESTIONS PRESENTED

1. Whether § 85D of the prior Meriden City Charter and the 1982 stipulated judgment permitted the City to impose on retired police officers and firefighters the health-insurance cost-sharing requirement adopted for active employees.
2. Whether the City's imposition of the cost-sharing requirement violated the plaintiffs' federal due process and equal protection rights.
3. Whether the trial court properly excluded evidence concerning additional pension benefits in the collective bargaining agreements.
4. Whether the trial court properly declined to address the plaintiffs' claim under General Statutes § 7-450c because that statutory claim was not pleaded or otherwise brought to the City's notice.
5. Whether the plaintiffs' implied-covenant, state constitutional, and attorney-fee claims required further consideration.

HOLDINGS

1. Section 85D and the 1982 stipulated judgment, read together, plainly and unambiguously permitted the City to impose on retirees a health-insurance cost-sharing requirement proportionate to the requirement imposed on active Meriden police officers and firefighters.
2. The plaintiffs could not prevail on their federal due process and equal protection claims because the City's imposition of the cost share did not violate § 85D or the stipulated judgment.
3. The trial court did not abuse its discretion by excluding evidence concerning additional benefits provided under the 2002 collective bargaining agreements because those benefits were immaterial to whether the cost share itself was authorized by § 85D and the stipulated judgment.
4. The trial court properly declined to address the plaintiffs' § 7-450c claim because the plaintiffs did not plead that statutory claim or otherwise give the City timely notice of it; judicial notice could not cure the pleading defect.

KEY QUOTATIONS

"Given that the parties stipulated that, as of July 1, 2002, active Meriden police officers and firefighters have been required to pay a cost share for their health insurance emoluments, it logically follows from the language of § 85D and the stipulated judgment that so too are retirees." (part I)

"Moreover, the doctrine of judicial notice cannot be used to subvert our pleading requirements, as the plaintiffs claim." (part III)

FACTUAL BACKGROUND

The plaintiffs were retired Meriden police officers and firefighters who had retired by 1998 and whose pension benefits were governed principally by § 85D of a prior Meriden city charter and a 1982 stipulated judgment. The stipulated judgment entitled retirees to participate in group health, dental, and life insurance policies offered to active police officers and firefighters or to receive equivalent cash payments. After collective bargaining agreements effective July 1, 2002, required active employees to pay a percentage of their health-insurance costs, the City imposed the same cost-sharing requirement on retirees in 2005, reducing their health-insurance emoluments.

PROCEDURAL HISTORY

The plaintiffs filed suit in 2007 seeking a writ of mandamus and damages, alleging that the City improperly imposed on retirees a health-insurance cost-sharing requirement adopted in collective bargaining agreements for active police officers and firefighters. After a trial, the Superior Court rendered judgment for the City, concluding that the governing charter provision and 1982 stipulated judgment permitted the reduction and declining to reach or rejecting other claims. The plaintiffs appealed, and the Supreme Court transferred the appeal pursuant to General Statutes § 51-199 (c) and Practice Book § 65-1.

DISPOSITION

affirmed

CASES CITED

- Kiewlen v. Meriden, 317 Conn. , A.3d (2015)
- Rocque v. Northeast Utilities Service Co., 254 Conn. 78, 83, 755 A.2d 196 (2000)
- Ahmadi v. Ahmadi, 294 Conn. 384, 390–91, 985 A.2d 319 (2009)
- Broadnax v. New Haven, 270 Conn. 133, 160–61, 851 A.2d 1113 (2004)
- Chief Information Officer v. Computers Plus Center, Inc., 310 Conn. 60, 116, 74 A.3d 1242 (2013)
- State v. Bonner, 290 Conn. 468, 496–97, 964 A.2d 73 (2009)
- Mazurek v. Great American Ins. Co., 284 Conn. 16, 28, 930 A.2d 682 (2007)
- Rocco v. Garrison, 268 Conn. 541, 557, 848 A.2d 352 (2004)
- Steele v. Stonington, 225 Conn. 217, 221 n.7, 622 A.2d 551 (1993)
- Brewster Park, LLC v. Berger, 126 Conn. App. 630, 635–36, 14 A.3d 334 (2011)
- Florian v. Lenge, 91 Conn. App. 268, 274, 880 A.2d 985 (2005)
- Gold v. Rowland, 296 Conn. 186, 220, 994 A.2d 106 (2010)
- White v. Mazda Motor of America, Inc., 313 Conn. 610, 621, 99 A.3d 1079 (2014)
- Atlantic Richfield Co. v. Canaan Oil Co., 202 Conn. 234, 246, 520 A.2d 1008 (1987)
- Santopietro v. New Haven, 239 Conn. 207, 682 A.2d 106 (1996)
- Electrical Contractors, Inc. v. Dept. of Education, 303 Conn. 402, 444, 35 A.3d 188 (2012)

