

AGREEMENT

Between

CITY OF TORRINGTON, CONNECTICUT

and

TORRINGTON POLICE UNION LOCAL #442

and

COUNCIL #4, AFSCME, AFL-CIO

July 1, 2015- June 30, 2018

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**AGREEMENT BETWEEN THE CITY OF TORRINGTON, CONNECTICUT AND THE
TORRINGTON POLICE UNION LOCAL #442, AFSCME, AFL-CIO**

PREAMBLE

The following contract by and between respectively, The City of Torrington, hereinafter referred to as the "City" and Police Union Local #442, Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" is designated to maintain, promote and improve harmonious relations between the City and such of its employees as may be covered by this Contract with respect to pay, wages, hours of employment and other conditions of employment, to the end that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

The City of Torrington recognizes the Union as the representative for the purpose of collective bargaining by the uniformed and investigatory employees of the Torrington Police Department who have authority to exercise police powers, excluding the Chief and Deputy Chief and who are full-time employees of the City of Torrington, Connecticut. Said Union is the exclusive representative of all such employees for the purpose of collective bargaining with respect to pay, wages, hours of employment and other conditions of employment.

ARTICLE II
DUES CHECK-OFF

SECTION 1

The City agrees to deduct union dues from the paycheck of each employee who has signed an authorized payroll deduction card as certified by the Secretary or other authorized official of the Union. Deduction will be made from the payroll periodically as specified and total dues shall be delivered to the Treasurer of the Union. Deductions shall be made on a weekly basis.

SECTION 2

The Union shall give to each present employee and to each new employee when he/she is hired, an electronic copy of the Contract.

SECTION 3

The City and the Union shall share the cost of printing or duplicating (whichever method is agreed upon), the copies required under Section 2.

ARTICLE III

UNION SECURITY

All present employees within the bargaining unit who are members of the Union on the effective date of this Agreement and all future members of the department, shall, as a condition of employment, remain and/or become members of the Union in good standing.

ARTICLE IV

WORK ASSIGNMENT - EXTRA DUTY

SECTION 1

The terms "Extra Police Duty" or "Extra Police Work" for the purpose of this Agreement shall mean police duty for which an employee is paid by some party other than the City.

SECTION 2

All Extra Duty assignments shall be made by the Chief of Police or his designated representative.

SECTION 3

Effective **April 18, 2016** the rate of pay of such extra duty for **patrol officers, Detectives and Sergeant's** so assigned shall be 1 1/2 times **Sergeant's** rate of pay per hour, and twice **Sergeant's** rate of pay per hour for any hours worked in excess of eight (8) hours per day. **The rate of pay for Lieutenants and Captains shall be 1 ½ times their rate of pay, and twice their rate of pay for any hours worked in excess of eight (8) hours.** Whenever the City is involved in the billing and collection of said extra duty pay, it may add a surcharge of five percent (5%) of any billing, which amount shall be retained by the City to be applied to the costs of administration and overhead.

SECTION 4

Four hours shall be minimum for each assignment.

SECTION 5

Wherever four (4) or more patrolmen are assigned to an extra duty job to work the same hours, a supervisor shall also be assigned whose function shall be supervision only.

SECTION 6

An employee who desires assignment to extra duty work shall so **sign up using the extra duty computer** and, once assigned an "Extra Duty" assignment, will be responsible for finding a replacement officer if unable to report for the assignment **or must report for the assignment.**

SECTION 7

Employees who indicate their availability for extra duty shall be offered assignments in rotation, to be distributed as equally as possible. The City may offer any members of the bargaining unit such extra duty assignment, after exhausting all names on such list.

SECTION 8

No employee may work extra duty during a day in which the employee has used sick leave. For the purposes of this paragraph "day" shall be defined as the twenty-four (24) hour period beginning with 12:00 midnight.

SECTION 9

Any employee assigned to extra duty work on any holiday recognized in this Contract, shall receive pay at the rate of double the employee's hourly rate.

SECTION 10

All assignments to extra duty work shall be in conformance with SECTIONS 2-3-4-5-6-7-9-10-11 of this ARTICLE, except shall there be no available employee as determined by SECTIONS 6-7-9, the City shall reserve the right to make an assignment in conformance with the provisions of SECTION 8, and further providing there still is no available employee, the City shall fill such assignment in the best interests of the City.

SECTION 11

If available, only Union members shall be assigned to jobs where the employer (other than the City) so requests or where the project being served is a Union job.

ARTICLE V **SICK LEAVE PROGRAM**

SECTION 1

Sick leave shall be considered to be absence from duty with pay for the following reasons:

- a. Illness or injury except where such illness or injury arises out of and in the course of employment by an employer other than the City of Torrington.
- b. When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off duty hours.

- c. When the serious illness of a member of the employee's immediate family requires the employee's personal attendance and which absence is supported by a doctor's certificate indicating the need for said absence. "IMMEDIATE FAMILY" is defined as being the employee's spouse and/or children and any relative domiciled in the employee's household.
- d. When an employee is reasonably determined to be unfit for duty.
- e. **For paternity leave up to a period of ten (10) days. Any extension beyond the initial ten (10) day period shall only be considered if the spouse/mother of the child has documented medical complications that exist after the tenth day supported by medical documentation of a specific serious illness.**

SECTION 2

Employees may be absent from duty without loss of sick time because of sickness or injury for which he is entitled to compensation under the Worker's Compensation Act. During such absence the City shall pay the employee the difference between the amount he/she receives under the Worker's Compensation Act and his/her usual compensation, provided that the City shall develop a formula to assure that such pay is not more or less than the employees regular net pay after federal and state taxes. "Regular net pay" shall be equal to the employee's fifty-two (52) week average as of the date of injury. The parties agree to exchange information regarding the formula used to assure that employees receive no more or less than their regular net pay while injured. Employees receiving such pay shall continue to receive all applicable raises and benefits governed by this Agreement. Such obligation on the party of the City shall not extend beyond two (2) years and the City shall have the same rights of subrogation as are provided for in the Worker's Compensation Act.

SECTION 3

Sick leave shall accrue at the rate of twelve (12) hours for each completed month of service, except as qualified by Sections 10 and 11 of this ARTICLE.

SECTION 4

The amount of each employee's accumulated sick leave credited to him on the day prior to the effective date of this Contract shall be credited toward his accumulated sick leave under this Contract.

SECTION 5

There shall be maintained by the department a record for each employee of all sick leave accumulated and a copy of such record shall be forwarded to the Secretary of the Union at the end of each month.

SECTION 6

Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

SECTION 7

No sick leave shall accrue during a leave of absence without pay or while an employee is under suspension

SECTION 8

A Medical Certificate signed by a licensed physician or other practitioner whose method of healing is recognized by the State Authorities shall be required for any period of more than three (3) consecutive working days or as supporting evidence when sick leave is requested during a period when an employee is on accrued vacation leave, or when an employee's attendance shows frequent or habitual absences because of claimed sickness.

SECTION 9

The City may provide a physician or nurse to make any necessary examination or investigation of any alleged abuse of sick leave. The cost of such examination or investigation shall be paid by the City.

SECTION 10

Any employee of the Police department who has accumulated sick leave to his or her credit, not to exceed one hundred and thirty-five (135) days, shall be paid for the sum total of his/her sick leave upon retiring. He or she shall notify the Chief of his/her impending retirement in writing prior to March 15 preceding the beginning of the fiscal year in which the employee intends to retire. This one-time payment shall not be included in the computation of pension benefits. Such pay for accumulated sick leave shall be limited to sixty-seven and one-half (67.5) days (540 hours) for employees hired after October 26, 2007. Any employee receiving payment hereunder may use the period of employment represented by the amount of sick leave paid to calculate his/her length of service.

SECTION 11

Any employee who becomes separated from the service by reason of death, shall have payable to his/her **beneficiary or survivor**, a lump sum of money that is equal to the number of sick leave due such employee, not to exceed one hundred and thirty-five (135) days, times the prevailing day rate of pay received by such employee on the date of his/her death. Said lump sum shall be limited to the equivalent of sixty-seven and one-half (67.5) days (540 hours) for employees hired after October 26, 2007.

SECTION 12

An employee who has exhausted his/her accumulated sick leave may request in writing an advance of sick leave privileges. If substantiated by medical certificate, the Chief may advance to such employee sick leave privileges not to exceed one (1) day for each completed year of City service. Such advance of sick leave days so granted shall be repayable by the employee from his/her future earned sick leave accumulation.

SECTION 13

Any member of the bargaining unit who does not utilize any sick leave for a period of four (4) consecutive months, commencing from the date the last sick leave was utilized, shall be granted twelve (12) hours of leave off, with pay, subject to the operating requirements of the Department. Any such leave earned pursuant to this Section must be used within one (1) year from the date it was earned.

SECTION 14

MATERNITY LEAVE: Disabilities resulting from pregnancy and maternity, defined as hospital stay and any period of time prior to and subsequent to delivery certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any earned accrued paid leaves. Upon expiration of paid leave, the employee may request, and shall be granted, a leave of absence without pay, and her position shall be held with regards to seniority and job description, the total period of leave of absence without pay with position being held shall not exceed six (6) months following the date of delivery. A request to continue on leave of absence beyond this six (6) month period must be in writing. If granted, the position may or may not be held for this extended period subject to the decision of the Board of Public Safety.

SECTION 15

Any employee using sick leave immediately before or after his/her scheduled days off or immediately before or after a "change day", more than **three (3)** times during any twelve (12) month period, will be placed on a sick leave probation for six (6) months, with the date of the last abuse of sick leave becoming the first day of the next twelve (12) month period. While on sick leave probation, to qualify for sick leave pay, the employees will be required to present a completed Department "ABSENCE REPORT APPLICATION FOR SICK LEAVE" signed by a physician for each subsequent sick leave absence during the probation period. This is to be turned in upon the employee's return to work. **EXCEPTIONS:** extended illnesses or maternity or sick leave supported by a medical certificate in accordance with Section 8 and Section 14 of this ARTICLE.

ARTICLE VI **OVERTIME**

SECTION 1

All overtime shall be paid at time and one-half rate and shall be paid for all hours or any portion thereof in excess of eight (8) hours per day or forty (40) hours per week for any employees working a five (5) days on, two (2) days off schedule and for all hours or portion thereof in excess of eight and one-half (8½) hours for any employee working a five (5) days on, three (3) days off, five (5) days on and two (2) days off schedule.

- a. The Chief of Police or designee of the Chief will determine the need for overtime.
- b. The following duty shall not be included in the computation of overtime.
 1. Any voluntary time spent on civic duties.
- c. No employee may work overtime during a day in which the employee has used sick leave. For the purpose of this paragraph "day" shall be defined as the twenty-four hour period beginning with 12:00 midnight.

SECTION 2

Work on scheduled days off shall be paid not less than a full day's pay at time and one-half rate. For the purpose of the SECTION, a day off shall be an entire twenty-four (24) hour period commencing at midnight during which the employee is not scheduled for a tour of duty. This provision shall not apply to personnel on the four (4) P. M. to midnight shift who may be required to work beyond twelve (12) midnight and into their regular day off when such overtime is necessary for the completion of an investigation that originated prior to midnight and was unanticipated by the Department. This SECTION shall not apply to work assignments related to states of emergency when such emergency is so declared by the Mayor. The reason for any such declaration shall be provided to the Union within twenty-four (24) hours after the declaration, and the Union shall not dispute the reasons for such declaration.

SECTION 3

Employees who return to duty in less than three (3) hours of the terminal hour of their regular tour of duty shall be paid overtime at time and one-half from the terminal hour of their shift to the conclusion of such extra duty. For the purpose of this SECTION, the terminal hour shall mean the hour that marked the completion of the regular tour of duty.

SECTION 4

Employees who return to duty to perform overtime duties on a regular working day and when such duty does not involve terminal pay as described in SECTION three (3) above, shall be paid not less than five (5) hours at a time and one-half rate. For the purpose of this provision, a

regular working day shall be an entire twenty-four (24) hour period, commencing at midnight during which the employee is scheduled for a regular tour of duty. This provision shall include personnel on the twelve (12) midnight to eight (8) A. M. shift.

SECTION 5

Overtime pay shall not be subject to the minimum hour provision when such overtime results for extending a tour of duty on any shift to properly complete an investigation or work assignment.

SECTION 6

EXCEPTION: The above shall not apply in the assignment of work to outside firm(s) or employers whether paid by the City or by outside firm(s). Travel to and from training schools, which are voluntary, shall be compensated at the discretion of the Chief of Police.

SECTION 7

Voluntary overtime shall be assigned among regular and probationary employees in accordance with Section 10 and Involuntary overtime shall be assigned in accordance with Section 12.

SECTION 8

Overtime as defined and used throughout other SECTIONS of the ARTICLE shall apply when an employee is required to work on his day off during an emergency declared by the Mayor.

SECTION 9

In cases of absences by Captains, Lieutenants and Sergeants for purposes of assigning overtime, overtime will be distributed to employees of the same rank first, and then to the other two ranks and be assigned as fairly as possible. Patrolman vacancies, where possible, shall be filled by an employee of the same rank.

Effective July 1, 2017 whenever an officer is working in a position of a higher rank for a full day on any day of the week including weekends, said officer will be paid the rate of pay associated with that position being filled.

Effective July 1, 2017 whenever the Lieutenant of the detective division is absent and the Sergeant is the Officer in charge, said Sergeant will be paid the rate of pay associated with that position being filled. Whenever the Lieutenant and Sergeant are absent, the senior Detective will be paid the rate of pay associated with the position being filled.

SECTION 10

Routine overtime Assignments shall be offered on a rotating basis to those employees who are available, regardless of assignment. Said assignments shall be made from a rotating **computer** card list comprised of available employees. Specialized overtime shall be assigned to the applicable units by the Chief or his designee. All Involuntary overtime (order in) shall be from the previous shift and shall be the person lowest in seniority. The following definitions shall apply to this Section 10:

- a. Routine overtime means normal day-to-day police work in the Patrol Division.
- b. Specialized (or non-routine) overtime means all other situations.
- c. Rotating **computer** card list is a list used to assign routine overtime, which list is composed of police employees who agree to place their name on the list for a minimum of 6 months; and when any employee removes his/her name from said list, it shall remain off the list for a minimum of six months.
- d. Separate rotating **computer** card files will be used for overtime available in Patrol Division and Investigative Services.
- e. A Major Crime in this Article shall be defined as set forth in Special Order 2000-0009 "*Illustration of Duties*" in effect on February 23, 2000, which definition shall not be changed absent negotiations in accordance with MERA.
- f. Involuntary (order in) overtime means any overtime not voluntarily taken by the employee.

SECTION 11

With regards to Sections 2 & 4 of this ARTICLE, any employee called to work under Sections 2 & 4 will have the option of working the full eight (8) hours as provided under Section 2 or the full five (5) hours as provided for under Section 4 or may choose to leave work at the completion of their duties and will be paid at the time and one-half rate of pay from the time called to the nearest next full hour. If called in with less than five (5) hours remaining under Section 4 or eight (8) hours remaining under Section 2 of this ARTICLE before the start of the employee's next scheduled shift, or if the employee is ordered home; the five (5) hour or eight (8) hour minimum provisions, whichever is applicable, will be in effect.

- a. Personnel not specifically assigned to the Patrol Division and who work five (5) days on and two (2) consecutive days off under ARTICLE XVI Section 1 and who may be required under SECTION 12 to work on their days off shall be paid a minimum of eight (8) hours of overtime, with no minimal requirements to remain at work.

SECTION 12

Involuntary overtime means any work assignment the City is unable to fill through that procedure set forth in Section 10. Involuntary overtime assignments shall be made in accordance with the following:

- a. Patrol assignment shall be filled with employees from the previous shift in order of inverse seniority. This will include all personnel that are in the voluntary overtime file. Investigative Services assignments shall be filled with employees in order of inverse seniority.
- b. Employees shall not be required to work on their regularly scheduled days off which is defined for purposes of this Section to begin at midnight immediately preceding that twenty-four (24) hour period the employee is not scheduled for a tour of duty, except:
 - 1. Employees who regularly work the 4:00 p.m. to midnight shift may be required to work beyond midnight and into a regularly scheduled day off. These employees will not, however, be ordered in preceding their first regularly scheduled day back; or
 - 2. Employees may be required to work assignments on regularly scheduled days off where such assignment is related to a state of emergency declared by the Mayor. The reason for such declaration shall be provided to the Union within twenty-four (24) hours and shall not be subject to dispute by the Union.
 - 3. Investigative Services may be required to work assignments on regularly scheduled days off when the assignment meets the definition of a Major Crime.
 - 4. Personnel not specifically assigned to the Patrol Division or Investigative Services may be required to work assignments on regularly scheduled days off for specific incidents related to the person's assignment.
 - 5. Shift Commanders and Division Commanders shall only be subject to involuntary overtime for specific incidents related to their assignment by the Chief of Police or the Deputy Chief of Police.
- c. No employee shall be subject to work involuntary overtime more than once during any calendar month unless all other senior employees on their shifts/unit have been required to work overtime pursuant to this Section.
- d. Overtime under this section shall be assigned to employees in the applicable unit (e.g. Patrol overtime assignments to patrol, Traffic overtime assignments to Traffic, etc.).

- e. Except for a mayoral declared state of emergency, employees assigned to work pursuant to this Section shall be released once the need for such assignment has ceased.

SECTION 13

a. Any employee assigned to the Accident Investigation Team (AIT) or the Emergency Response Team (ERT) who is called in on a regularly scheduled day off (RDO), shall receive a minimum of 8 hours pay at time and one-half his/her regular rate of pay.

b. Any employee assigned to be a K-9 handler who is called in at any time (RDO'S, call back after shift, or called in early prior to shift) will receive 4 hours pay at time and one-half his/her regular rate of pay.

Any K-9 handler call which exceed four (4) hours will be compensated hour for hour pay at time and one-half his/her regular rate of pay.

Any K-9 handler which is canceled while en-route to the call will be compensated two (2) hours pay at time and one-half his/her regular rate of pay.

Any K-9 handler called in to support a SRT call out on an RDO will be compensated eight (8) hours pay at time and one-half his/her regular rate of pay, as stipulated under Section 13, A.

c. Any member assigned to the evidence division who is called in to open the impound late will be compensated three (3) hours pay at time and one-half his/her regular rate of pay.

d. Any officer assigned to be a translator for the department who is called in at any time (RDO's, call back after shift, or called in early prior to shift) will receive four (4) hours pay at time and one-half his/her regular rate of pay.

Any calls that exceed the four (4) hour minimum, the Officer will be paid hour for hour at time and one-half his/her regular rate of pay.

Any translating Officer who is canceled while en-route to the call will be compensated two (2) hours pay at time and one-half his/her regular rate of pay.

Any translating Officer called in to support a SRT or AIT call out on an RDO will be compensated eight (8) hours pay at time and one-half his/her regular rate of pay, as stipulated under Section 13A.

SECTION 14

In cases where a female is being held as a prisoner and a female matron/patrol officer is needed per Connecticut General Statute 7-290, if overtime is required, it shall be offered on a rotating basis to female patrol officers/matrons. Said assignments shall be made from a rotating card list comprised of available employees. If no female patrol officers or matrons are available, then Section 12a and b shall apply. Ranking female officers will not be subject to order in absent exigent circumstances and after exhausting all other procedures.

SECTION 15

a. An employee required to carry and answer a City owned cell phone while off duty shall receive two (2) days of unrestricted carry over comp time per year or one (1) day per for a period of less than six (6) months, payable one (1) day in January and one (1) day in July as the case may be. The value of the comp time shall not increase over time.

b. An employee who is called and answers the cell phone shall be paid one and one half (1 1/2) hours at a time and one half rate. (MPP 28565 settlement agreement)

ARTICLE VII **COMPENSATORY TIME**

The city may provide overtime compensation in the form of compensatory time in lieu of overtime pay. Said compensatory time shall be at a rate of not less than one and one-half (1 1/2) hours of compensatory time for each hour worked in excess of the maximum work week of such employee(s). Any compensatory time earned after the signing of this agreement shall be used or paid out by the end of the calendar year except, if earned after November 1 in any year it shall be so used or paid by April 30 of the following year. All compensatory time shall be scheduled in accordance with Article VIII Vacations.

Any employee having compensatory time as of the date of signing this agreement shall be paid for any such time unused upon retirement or other termination of employment and the period of employment represented by the amount of compensatory time paid shall be used to calculate his/her length of service.

ARTICLE VIII VACATIONS

SECTION 1

Upon completion of a working test period of six (6) months, an eligible employee may elect to take six (6) days of vacation provided the employee shall not receive more than six (6) additional days of vacation upon completion of one (1) year of full time, continuous service.

SECTION 2

Employees who have completed one (1) year of service but less than five (5) years, shall receive twelve work (12) days of vacation with pay.

SECTION 3

Employees who have completed **five (5)** or more years of service shall receive the following annual vacation with pay:

5 Yrs., but less than 10 Yrs. – fifteen (15) work days;
10 Yrs., but less than 12 Yrs. – seventeen (17) twelve work days;
12 Yrs., but less than 13 Yrs. – eighteen (18) work days;
13 Yrs., but less than 14 Yrs. – nineteen (19) work days;
14 Yrs., but less than 16 Yrs. – twenty (20) work days;
16 Yrs., but less than 17 Yrs. – twenty-one (21) work days;
17 Yrs., but less than 18 Yrs. – twenty-two (22) work days;
18 Yrs., but less than 19 Yrs. – twenty-three (23) work days;
19 Yrs., but less than 20 Yrs. – twenty-four (24) work days;
20 Yrs. and Over – twenty-five (25) work days.

SECTION 4

- a. The vacation period shall be between January 1st and December 31st of each year. Except as provided in subsection 4b. all vacations must be completed during the calendar year, and are not cumulative. The City must afford opportunity for the employee to take his vacation within the calendar year. A minimum of two (2) patrolmen, one (1) supervisor and one (1) shift commander per shift can be absent on vacation at any one time provided that in the discretion of the Chief more than such number may be allowed. **All vacation/compensatory requests for patrol Lieutenants shall be granted provided that one patrol Lieutenant of the three is scheduled to be on duty. A vacation request among patrol Lieutenants while the other two Lieutenants are scheduled for vacation shall be granted four times per calendar year for no more than one day per week unless during a holiday week.** The minimum number of patrolmen and supervisors allowed to be absent on vacation at the same time in small units (i.e. units with two (2) Supervisors and three (3) patrolmen or less) shall be at the discretion of the Chief.

- b. Notwithstanding the above, any employee who has completed ten (10) years of service may carry over no more than five (5) days of unused vacation from one calendar year to the next under the following conditions:
 - 1. Such carry over may occur only once in any five (5) year period. For purposes of this paragraph said five (5) year period commences on the first day the carried over vacation is used.
 - 2. Notice of intent to carry over vacation must be given to the Chief by August 1 in the calendar year proceeding the year in which the vacation will be used.
 - 3. Such carry over must be approved by the Chief.
 - 4. Such carry over vacation must be used within the first six (6) months of the calendar year next succeeding the year in which the vacation would have normally been used.
 - 5. Any such carried over vacation may not be "cashed in" or included in any pension benefit calculation.

SECTION 5

- a. Choice of date by employees shall be granted whenever practical but operating requirements of the Police Department shall prevail. When choice of date has been granted it will not be interfered with, except in cases of emergency. Shift seniority shall govern in case of conflict between employees. Vacation selections will be made between the time period of January 1st to March 31st. Provided that whenever a member fails to select a vacation period during the period of January 1st to March 31st, he shall be entitled to select his vacation period thereafter and he shall be granted his choice of vacation period or periods, providing that such dates shall not interfere with the vacation selection of the other members or be in conflict with operational requirements of the Department.
- b. No employee shall be ordered into work while on vacation (or scheduled days off contiguous to such vacation) provided the notice of vacation was given at least one week in advance of the vacation.

SECTION 6

Vacation periods may be broken down into periods shorter than one (1) week but no less than one-half (1/2) day.

SECTION 7

In the event that a holiday designated in ARTICLE XIX, Section 1, of this Agreement, occurs during an employee's vacation of three (3) or more days, such day shall not be charged to the employee's vacation and shall be recorded as a holiday. Such employee shall be paid his regular weekly pay, plus holiday pay, and shall be entitled to receive an additional vacation day, with pay, on a date selected by him. In the event that a holiday designated in Article XIX, Section 1, of this Agreement occurs during an employee's vacation of less than three (3) days, such day shall be charged as a vacation day and the employee shall receive his regular weekly pay plus holiday pay.

SECTION 8

Actual pay may be substituted in place of actual vacation time taken off up to ten (10) days per year for those employees eligible for fifteen (15) days vacation. Payment shall be made no earlier than December 1st and no later than December 15th.

SECTION 9

An Employee who is retired from the Police Department shall be granted the sum total of his vacation leave prior to the date of retirement or be paid a one-time payment upon retirement that shall not be included in pension, provided the employee notifies the Chief in writing by March 15 preceding the beginning of the fiscal year in which the employee intends to retire.

SECTION 10

In the event of death of an employee, the employee's accrued vacation shall be paid to his designated beneficiary or survivor.

SECTION 11

If an employee is sick while on vacation leave and provided a request is supported by Medical Certificate acceptable to the **Chief**, such sick time shall be charged against sick leave and not vacation leave.

SECTION 12

In addition to vacation leave as related in this ARTICLE, each employee shall be entitled to **two (2)** days of personal leave subject to the operating requirements of the Department.

SECTION 13

Each employee with fifteen (15) days' vacation to their credit must take a block of five (5) consecutive work days off each calendar year. Any additional time off may be taken in accordance with section 6 of this ARTICLE.

SECTION 14

Any employee who is absent due to a Workers Compensation related injury and, as a result, is unable to use his/her vacation within the vacation period set forth in Section 4, shall be paid therefore in a lump-sum instead of the vacation time off.

ARTICLE IX **SENIORITY**

SECTION 1

Departmental seniority as used in this ARTICLE is defined to mean the total length of service in the Police Department including probationary service but subject to the provisions of Section 2.

SECTION 2

All newly appointed Police Patrolmen shall serve a twelve (12) month probationary period.

- a. **Effective upon signing “Probationary period”** means that period of twelve (12) successive months **from the date the employee successfully completes the Field Training Program and passes the Field Training examination.** Such probationary period shall be a trial working period made a part of the selection process, during which the work and conduct of the employee shall be noted by the Chief or his authorized agent and reported to The Board of Public Safety to determine whether such employee merits permanent appointment. **Certified officers will also have a twelve (12) month probationary period commencing from the date the employee successfully completes the Field Training Program and passes the Field Training examination.**
- b. No newly appointed employee shall attain seniority until he or she has completed such probationary period and has received a permanent appointment; upon which his or her seniority shall date from the date of hire.
- c. During such probationary period, the employee may be discharged or otherwise disciplined without regard to the standard of just cause and neither he, she nor the Union shall have recourse to the grievance and arbitration provisions of this agreement. No such discharge or other disciplinary action shall be taken unless first discussed with the employee and his representative.

SECTION 3

Rank seniority is defined as the total length of continuous service as a permanent appointee to a given rank. Whenever two (2) or more officers are promoted to Detective or Sergeant on the same day seniority shall be determined by **the officer's highest final score.**

SECTION 4

Shift assignments within the Patrol Division shall be based upon departmental seniority, and selection shifts shall take effect on the second Sunday in the months of January, May and September. Sergeants and Lieutenants in the Patrol Division shall also make selections that take effect on the second Sunday in January, May and September, but such selection shall be based on rank seniority (length of service as a Sergeant or Lieutenant). Shift assignments within the Investigative Services Section shall be made on the basis of rank seniority within the section subject to operating requirements and case load with the section. Such bids shall include the employee's first, second and third choice for shifts. The number of openings, per shift, shall be determined by the Chief of Police or his designee.

SECTION 5

If any openings should occur on any shift within any selection period, and the City elects to fill said opening, said opening shall be filled based on the preceding shift bid.

SECTION 6

Continuity of service shall only be broken by a discharge, suspension or resignation from the Department. For the purpose of **this SECTION** as it relates to continuity of service by action of suspension, such loss of continuity shall only be suffered by a permanent member who has been arrested and who remains under the jurisdiction of the courts and by a permanent member who has been suspended for infraction of Departmental Rules and Regulations and whose suspension is for a period of time in excess of forty-five (45) working days. Provided that any such member who is acquitted of such Departmental charges shall suffer no loss of continuity of service.

SECTION 7

When more than one (1) Patrolman is appointed to the Department on the same day, the Department seniority of such appointees shall be determined by their relative positions on the eligibility list, or, in the alphabetical sequence (using last names) in the absence of an eligibility list.

SECTION 8

All employees shall be permitted to exchange shifts with another employee of the same rank subject to the following:

- a. Such exchange must be approved by the Chief or his designee.

- b. Such exchange shall continue for no less than thirty (30) days.
- c. Such exchange shall continue for no longer than one hundred eighty (180) consecutive days.
- d. Such exchange shall not cause any loss of seniority.
- e. Such exchange shall not cause the City to incur any additional cost either through salary or overtime.

SECTION 9

Upon notice to the Union setting forth reasons, the Chief may make temporary shift changes among Sergeants, Lieutenants and Captains for no longer than six (6) months to address a clearly defined need or deficiency of the Department.

SECTION 10

Any officer out of work for any reason will be responsible to submit a shift bid 2 weeks prior to the start of a new shift bid cycle. Failure to do so shall constitute a no-bid submission and the officer may be placed on any shift where there is a need, in the Chief's opinion. Any officer on military need or who demonstrates exigent circumstances will not be subject to this section.

ARTICLE X **REDUCTION IN FORCE**

SECTION 1

Layoff is defined as separation of an employee from City service at the direction of the City because of the financial exigency or other circumstance which result in the need for a reduction in the work force. "Financial exigency" is defined as any decline or reallocation of the City's financial resources brought about by increase costs of operation or by any other action or event having an adverse impact on the City budget.

Layoff shall be by inverse order of Departmental seniority except when the layoff occurs within the rank of Captain, Lieutenant, Sergeant or Detective, in which case layoffs shall be by inverse order of rank seniority. When layoff occurs within one or more of said ranks, any affected employee may elect, in lieu of layoff, to replace an employee with less Departmental seniority in a lower rank for which he or she is qualified, and such replaced employee may exercise the same right.

SECTION 2

Any employee laid off shall be placed on a recall list and shall remain thereon for a period of eighteen (18) months or until his/her certification expires, whichever is sooner. No person on the recall list shall have police powers. Recall from said list shall be by inverse order of layoff. Notice of recall shall be in writing and sent by certified mail, return receipt requested, to the last address furnished by the employee being recalled. Said employee shall accept any offer of recall by written notice to the City within ten (10) days following receipt of the notice of recall. If such acceptance is not received within such ten (10) days, the offer shall be deemed rejected and such employee shall be removed from such recall list.

Notwithstanding Article X, Section 3, in the event one or more layoffs result, either in the transfer of an employee to a less senior shift or in the reduction of an employee's rank, said employee shall be the first employee transferred to the more senior shift or reinstated to the higher rank, where applicable, if a vacancy occurs.

SECTION 3

The City shall give a two (2) week notice of layoff.

SECTION 4

Any laid off employee shall return all department property including, but not limited to, his/her service weapon, shields and department identification card to the Chief of Police or his designee.

SECTION 5

Any employee laid off in accordance with this Article shall not lose his/her seniority status at the time of layoff if he/she is recalled and accepts employment within said recall period in accordance with Section 2; but seniority shall not accrue during any period that such employee remains on said layoff list.

SECTION 6

Any vacation time accrued as of the date of layoff shall be paid in a lump sum within one (1) week after layoff.

SECTION 7

No payment shall be made to the laid off employee for unused sick leave but if he/she is recalled and accepts employment within the recall period any such unused sick leave shall be reinstated for the benefit of said recalled employee. There shall be no further accumulation of sick leave while on the recall list.

SECTION 8

Any compensatory time due as of the date of layoff shall be paid in a lump sum within one week after layoff.

SECTION 9

Medical insurance benefits shall be provided, in accordance with law, at the laid off employee's cost.

ARTICLE XI **TRAINING**

SECTION 1

In order to provide the proper training for newly appointed officers working on their probationary period and notwithstanding any other provisions of the Contract, the Chief may assign such probationary officers to other than the midnight shift for a period or periods of time necessary to complete the prescribed, approved, training guidelines of the Torrington Police Department. This waiver is for the sole purpose of training and in no way affects the employees seniority rights, with regards to the shift seniority, when the employee is regularly assigned to the midnight shift.

SECTION 2

Each employee may be required to attend fifty-four (54) hours of in-service training in each calendar year. Said training will be in not less than four (4) hour blocks. When required to take such training, it is anticipated that the same will be in lieu of the employees regular work schedule. However, if this cannot be reasonably accomplished, then the employee shall receive overtime pay at time and one-half (1/2).

SECTION 3

When any member is assigned to attend training at a location outside of the City of Torrington, who is required to use their personal vehicle for transportation to attend the training:

- a. The member will not be required to transport any other member.
- b. The City will provide full insurance coverage on the member's vehicle while in use by the member for training.
- c. The City shall pay for the mileage at the IRS rate for travel to and from the training area.

SECTION 4

The City shall pay all reasonable expenses, including tuition, registration fees, books, necessary supplies, travel expense and lodging outside the City of Torrington incurred by employees attending, at the direction of the Chief, school conferences, in-service training and other professional meetings, upon presentation of receipts. If an employee resigns voluntarily from the Department, the following percentages of contribution of the City shall be refunded to the City by direct payment: (WAGES ARE EXCLUDED)

Within one (1) year - 100%

More than one (1) year, but less than two (2) years - 80%

More than two (2) years, but less than three (3) years -50%

After three (3) years - 0%

SECTION 5

The total cost of recruit training, for any employee hired after the date of signing of this Contract, to include wages, cost of the recruit selection process, uniforms and other related expenses, shall be prorated over a period of thirty-six (36) months. If an employee resigns voluntarily from the department within that period of time for employment in another police department, he/she must repay the City the remainder of the prorated balance of what is owed.

ARTICLE XII **DISCIPLINE AND DISCHARGE**

SECTION 1

No employee, except any employee who has not completed his probationary period in accordance with Article IX, Section 2, shall be discharged or otherwise disciplined except for just cause proven by a fair preponderance of the evidence.

SECTION 2

The employee and the Union shall be notified in writing within (3) normal business days after the imposition of any disciplinary action. Such notice shall set forth the reasons for such disciplinary action.

SECTION 3

Upon the completion of any internal investigation and before any disciplinary action is taken, a copy of any written or recorded statements of complaint, shall be supplied to the person being investigated, upon request.

SECTION 4

The Union will be provided with copies of all **records**, reports, statements, complaints, witness names and addresses, and any other relevant materials no less than ten (10) days in advance of any hearing concerning **any discipline** pursuant to the grievance procedure.

SECTION 5

All discipline shall be imposed within **sixty days (60)** days of the date **the Internal Affairs Investigation was initiated**. The City may extend this time period for just cause, with notice to the Union. The provisions of this Section may be waived and/or extended by the employee charged with misconduct provided that the Union shall be notified of such waiver or extension of time. The provisions of this Section shall not apply in any case where the employee is arrested for violations related to the alleged misconduct and criminal charges are pending in court.

ARTICLE XIII **APPOINTMENTS AND PROMOTIONS**

SECTION 1

All promotions and appointments to the Department shall be made by the Board of Public Safety. Exclusive of the appointment of Probationary Patrolmen, effective as of the date of signing of this agreement all promotions shall be awarded in the following manner:

- a. The City shall post for five (5) calendar days an announcement of the position to be filled. All interested personnel eligible to apply must make their intentions known in writing to the Chief of Police within the five (5) calendar days. In the event a member is on sick leave, on vacation or other legitimate leave, the Department shall make a reasonable effort to notify such employee(s) of the promotional notice and promotional opening.
- b. The City shall request the Personnel Department of the State of Connecticut or such other competent and impartial agency to conduct a written examination for those candidates who had made timely application and were eligible to apply.
- c. Candidates for promotion who successfully passed the written examination with a minimum passing grade of seventy percent (70%) shall advance to an oral examination by a panel of three (3) professional police officers who shall be selected from departments of no closer than ten (10) miles of the City of Torrington city line and shall be at least one (1) rank higher than the position being tested and shall be residents of the State of Connecticut, but shall not reside closer than ten (10) miles of the City line of Torrington. Said panel shall score each applicant with a numerical score which shall be averaged amongst the panel members, however, if a panel member recognizes an applicant said panel member shall disqualify himself and the

remaining member's scores shall be averaged. Only averaged scores of seventy percent (70%) or more shall be added to the written scores with weights of seventy percent (70%) for the written examination, thirty percent (30%) for the oral examination as the final score with added seniority points of one (1) point for completion of **five (5)** years as a Patrolman, two (2) points for completion of **six (6)** years as a Patrolman, three (3) points for completion of **seven (7)** years as a Patrolman, four (4) points for completion of **eight (8)** years as a Patrolman, and five (5) points for completion of **nine (9)** years as a Patrolman; or one (1) point for completion of four (4) years in rank, two (2) points for completion of five (5) years in rank, three (3) points for completion of six (6) years in rank, four (4) points for completion of seven (7) years in rank, and five (5) points for completion of eight (8) years in rank, on the date of the written exams. **Officer Performance Points reflective of the previous calendar year as shown on Schedule B will also be added to employee's final score.**

- d. A list of successful candidates shall be posted on the bulletin board for five calendar days. Said list shall be in alphabetical order without scores or standings, except that such scores shall be submitted to the Board of Public Safety.
- e. The top three (3) applicants' names shall be submitted to the Board of Public Safety and said Board of Public Safety shall select one (1) of said candidates and appoint to the position forthwith.
- f. The remaining names which were not selected and/or appointed from the top three (3) candidates shall remain on the list for one (1) year from the date of final score posting on the bulletin board and shall be eligible for promotion to the same rank in the event of another promotion or vacancy. If the initial list of three (3) candidates is exhausted, either by promotion or refusal to accept the promotion, before the expiration date of the list, then the next three (3) ranking candidates passing all exams may advance to form a new eligibility list until the original expiration date.
- g. The name of any candidate who refuses a promotion shall be placed below all other ranking candidates, if any.

SECTION 2

To be eligible for examination and/or promotion an employee must have attained, and completed the probationary period for, the following as of the date of the written examination:

For promotion to Detective: Patrolman "A"

For promotion to Sergeant: Completion of **five (5)** years of continuous Departmental service;

For promotion to Lieutenant: Completion of two (2) years as Sergeant;

For promotion to Captain: Completion of **two (2)** years as Lieutenant.

If no eligible candidate passes the written examination, then it may be opened to the next lowest grade or rank in addition to the initially eligible grade or rank.

- a. After the final scoring of the examination, each employee may review it and compare his/her answers to the official questions and answers but in no event shall such review give rise to any appeal through the grievance procedure or otherwise.

SECTION 3

Promoted personnel shall serve a probationary period of six (6) months. Such period is defined as a trial working period made a part of the selection process, during which the work and conduct of the employee shall be noted by the Chief or his authorized agent and reported upon to the Board of Public Safety to determine whether such employee merits permanent appointment.

SECTION 4

Vacancies which occur in the Department, in any rank or classification, from whatever cause, above the rank or classification of Patrolman, shall be filled within ninety (90) days of the date when said vacancy occurs.

The **Chief** shall, within sixty (60) days of such vacancy, determine whether such rank or classification shall be continued.

SECTION 5

To be eligible for a "Special Assignment" an officer must have attained the position of a Grade "A" Patrolman or must have completed the probationary period as a Sergeant, Lieutenant or Captain, whichever is applicable.

- a. A special assignment is defined as an assignment established by the Chief to meet particular needs of the department that may exist from time to time. **Any employee entering a new special assignment after the execution of this agreement will have their schedule of work hours for the assignment determined by the Chief.** In addition, the Chief may transfer an employee for up to 180 days in any one year without showing such need as long as Article XIII Section 5 part b is adhered to.
- b. The assignments available shall be posted for five (5) days and those indicating an interest in the positions shall so notify the Chief of Police; and based upon qualifications a selection shall be made by the Chief of Police.
- c. Those officers assigned to "Special Assignments" or to the Detective Division shall continue the seniority progression dictated by the seniority provisions of Article IX.
- d. Personnel assigned to "Special Assignments" may elect to change their hours of work when it is deemed by the Chief of Police that the needs of the Department require such a change; and such change shall cease immediately upon the employee's request.

SECTION 6

For any long term acting positions (1 week or more) the choice of candidates will come from the active promotion list. Said selection will be made by the Chief from the top 3 candidates on the list. Absent an active promotion list for the position in question, the selection will be based on seniority, provided that in the opinion of the Chief of Police said candidate is qualified for selection. If the candidate is not deemed qualified the Chief may then bypass the officer. Qualifications are solely the purview of the Chief. Those serving in a specialized unit, assignment or command position may not be eligible for an Acting Promotion if based on the opinion of the Chief, taking the acting position will interfere with the officer's regular duties.

ARTICLE XIV **COURT TIME**

SECTION 1

- a. Any employee who may be required to appear at any Court, or before any Board or Commission (see Section 1.a for provision for Board of Safety) whose appearance is job-related, shall be paid by the City **in accordance with Article VI Overtime.**
- b. Any employee who the City requires to attend a meeting of the Board of Public Safety shall be paid for the actual hours in attendance at one and one-half times his/her regular rate of pay.
- c. When any member is assigned by the Chief to attend court or to appear before any Boards or Commissions at a location outside of the City of Torrington, he shall request the use of a department vehicle, but if required to use his/her personal vehicle for transportation:
 - a. The member will not be required to transport any other member.
 - b. The City will provide full insurance coverage on the member's vehicle while in use by the member.
 - c. The City shall pay for mileage at the IRS rate for travel to and from location.
 - d. This subsection shall not apply to use of vehicles for Union business.

ARTICLE XV

GENERAL PROVISIONS

SECTION 1

a. The members of the Union negotiating Committee shall be entitled to attend all meetings between the City and the Union for the purpose of negotiating the terms of the collective bargaining agreement. When such meetings take place at the time when such members are scheduled to be on duty they shall be granted leave from duty, with pay, except when in the sole judgment of the Chief of Police, such leave from duty will create a shortage of officers on duty and in such cases the leave will not be granted. The number of personnel on the negotiating committee shall be limited to no more than five (5) employees.

b. One (1) member of the Union Grievance Committee, in addition to the aggrieved employee or employees, shall have the right to attend all meetings between the City and the Union for the processing of grievances. When such meetings take place at a time during which either the Committee member or aggrieved employee(s) are scheduled to be on duty, they shall be granted leave from duty, with pay, for such meetings, except when in the sole judgment of the Chief of Police such leave will create a shortage of officers on duty in which cases leave will not be granted and other mutually agreeable arrangements for a meeting shall be made.

c. Union officers and delegates of the Local Union shall be entitled to a total of twenty (20) working days off with pay annually to attend meetings, conferences, and conventions. The Union shall give the Chief reasonable advance notice of such meetings and the names of the members who will be attending and the duration of their absence.

d. The Local Union President shall be permitted to conduct Union related business during his or her working hours provided he or she has received approval from the Chief.

SECTION 2

The City of Torrington agrees to continue all benefits of whatever nature presently enjoyed by the employees, not covered by the terms of this agreement, provided, however, "benefits" as used herein shall not include a payment or other credit for unused sick days except as provided in ARTICLE V, Section 10.

SECTION 3

The Board of Public Safety shall not require any employee to submit to a polygraph test.

SECTION 4

If any ARTICLE or SECTION of this Contract is declared invalid for any reason, such declaration or invalidity shall not affect the other ARTICLES or SECTIONS or portions thereof shall be valid.

SECTION 5

No employee will be required to perform any maintenance on department vehicles.

SECTION 6

The City and the Union mutually agree that there shall be no discrimination against any employee because of age, sex, race, color, creed, national origin, religion, marital status, political and/or Union affiliation.

SECTION 7

Members of the bargaining unit who engage in secondary employment shall do so only with the understanding that their primary duty, obligation and responsibility is to the City of Torrington Police Department and that they are subject to call at any time for emergencies.

SECTION 8

Employees may grow a full beard or goatee after advance (24 hours) written request (one annually) to the Chief provided that such beard or goatee otherwise complies with departmental rules and regulations.

SECTION 9

Administrative employees shall be provided with one (1) floating day off semi-annually. Said day may not be used if it will generate overtime, cannot be "cashed in" or used for pension purposes, and will be lost if not used within one (1) year after it was obtained.

SECTION 10

- a. At the discretion of the City the functions of Court Liaison/Records may be performed by civilian (i.e. not sworn) personnel when the position becomes vacant and under the following conditions: Functions such as but not limited to transportation of prisoners shall continue to be performed by sworn personnel. The Records Division may be staffed by civilians (i.e. not sworn).

SECTION 11

Family members may work together on the same shift but not in the same division.

ARTICLE XVI
HOURS OF WORK

SECTION 1

The work schedules for personnel of the Torrington Police Department are as follows:

- a. Patrol Division personnel, with the exception of permanently assigned shift commanders and division commanders will consist of five (5) consecutive eight and one-half (8-1/2) hour days on duty, followed by three (3) consecutive days off duty; followed by five (5) consecutive eight and one-half (8-1/2) hour days on duty, followed by two (2) consecutive days off duty, with cycle repeating. This schedule will be known as the rotating day off schedule.
- b. All other personnel, not specifically assigned to the Patrol Division, will work a forty (40) hour week, in five (5) consecutive eight (8) hour days with two (2) consecutive days off, between 0001 hours Saturday to 2400 hours of the immediate following Sunday, known as a "weekend off."
- c. When an employee is assigned to attend school or training for a five (5) day week, an attempt will be made to assign the school or training to coincide with the employee's work schedule. If that is not possible, then the employee's days off will be shifted so that the majority of the school or training occurs during the employee's assigned days to work and the employee will be compensated at one and one-half (1 1/2) times their regular hourly rate of pay for any school or training that occurs on their day or days off.
- d. For employees working the rotating day off schedule, sick time off, due or compensatory time off and vacation time off will be charged day for day or half day for half day, not hour for hour. For partial days, less than a half day, the present provisions in this Agreement will apply.
- e. The hours of work for employees on the rotating day off schedule will be:
0730 - 1600
1530 - 2400
2330 - 0800
- f. Whenever the Contract refers to a 0800-1600 or 8:00 a.m. to 4:00 p.m. shift, or a 1600-2400 or 4:00 p.m. to 12:00 midnight shift, or a 0000-0800 or 12:00 midnight to 8:00 a.m. shift, members on the rotating days off schedule will be working on the schedule outline in Section 1(e) above.
- g. Any other division or group of personnel may submit, for the Chief's approval, a rotating day off schedule.

- h. Notwithstanding anything to the contrary in this Article and in order to provide certain coverage on weekends the following shall apply:
1. Detectives, Sergeants and Lieutenants in the Detective Bureau, Lieutenants and Captains in the Patrol Division, and other administrative personnel (except the School Resource Officer, Liaison Officer, Training Officer, shall work an alternating (i.e. rotating") five (5) days on two (2) days off – four (4) days on three (3) days off schedule without additional compensation for being on call during non-working hours.
 2. Any employee promoted to Detective in the Detective Bureau after June 1, 2005 may be scheduled to work weekends on a non-alternating (i.e. non-rotating) five (5) days on two (2) days off – four (4) days on three (3) days off schedule without additional compensation for being on call during non-working hours.
 3. For purposes of this Section "on call" means being fit for duty, available to be contacted by pager, telephone or other electronic device, having the obligation to respond and report for duty, and being subject to discipline for failing to do so. . **On call is further defined to require an employee to call back within thirty (30) minutes of the call and report to the scene within seventy-five (75) minutes from the time they were notified to respond to the call.**
 4. There shall be a lieutenant or Captain assigned as a mandatory "back-up" for the Commanding Officer whenever the "on-call" Commanding Officer is unavailable for work.

SECTION 2

An employee may work for or exchange working time with another employee **with two days' notice to shift commanders on their respective shifts, however vacation and compensatory days can be called with two hours' notice and as long as these requests do not occur overtime, these requests will be approved. Exchange time will be approved** providing:

- a. **Members can only exchange working time with other members of the same rank in the same division.** Employees will not be denied the opportunity to exchange working time under this section solely on the basis that the said employees are regularly assigned to different shift, provided such exchange is approved by the Officer-In-Charge (OIC), which approval shall not be unreasonably withheld.
- b. No additional cost in any respect shall be imposed upon the Department or City **at the time of the swap agreement.**
- c. That the employees entering into such an agreement shall notify the superior officer under whose jurisdiction such exchange or substitution shall occur, on forms provided by the Department of such exchange or substitution and such superior officer shall

approve such request unless it is contrary to the best interests of the department. The officers shall have approval of such exchange or substitution prior to the proposed effective date and time.

- d. No such exchange or substitution shall be approved for the purpose of making any employee available to work for anyone other than the City Police Department.

SECTION 3

Whenever the Detective Bureau is confronted with a law enforcement or community protection problem that can be more effectively dealt with through the medium of a six (6) P.M. to two (2) A.M. shift than through the medium of the regular four (4) P.M. to twelve (12) midnight shift, the Department may establish a shift the hour of which shall cease and exist upon the elimination of the particular problem that justified their creation.

SECTION 4

Light duty may be made available at the discretion of the Chief in a non-discriminatory manner. **Light duty officers may be required to work the 5/2 (administrative schedule) or rotating 5/2 – 5/3 schedule. If the injury or illness is not work related, the Chief may assign the officer where he/she is best suited for work to be performed as designated by the Chief. If the injury or illness is work related, the Chief will endeavor to place the officer on the shift he/she bid for.**

ARTICLE XVII **FUNERAL OR DEATH LEAVE**

SECTION 1

Special leave up to three (3) working days with pay between the date of death and the date of the funeral inclusive shall be granted an employee in the event of the death of his/her:

Spouse	Father	Mother
Brother	Sister	Mother-in-law
Son	Daughter	Father-in-law
Grandchildren	Grandparents	Civil Union Partner
Relative domiciled in employee's household.		

SECTION 2

One (1) additional day may also be granted at the discretion of the Chief.

SECTION 3

SECTION 2 shall be construed to mean one (1) extra day only as pertaining to SECTION 1, except that an employee shall be entitled to also use the one (1) day for the attendance of the funeral of a brother-in-law and sister-in-law.

ARTICLE XVIII **INSURANCE**

SECTION 1

Subject to the provisions of Section 2, the City shall provide and pay for the following medical, dental, **vision** and prescription drug insurance for all employees and their enrolled dependents.

a. Each employee shall be entitled to medical insurance coverage for themselves and their dependents under a \$2000/4000 High Deductible Health Plan (HDHP) with Health Savings Account (HSA) PPO with \$0/15/30 post deductible Prescription Co-Pays as follows:

<u>Single deductible</u>	<u>\$2,000</u>
<u>Family deductible</u>	<u>\$4,000</u>
<u>Coinsurance</u>	<u>After deductible is met plan pays 100% in network; 80% out of network (OON) (Medical and RX)</u>
<u>Single out of pocket maximum</u>	<u>\$5,000 (includes deductible and OON coinsurance and Post Deductible RX Copays)</u>
<u>Family out of pocket maximum</u>	<u>\$10,000 (includes deductible and OON coinsurance and Post Deductible RX Copays)</u>
<u>In-Network Preventive Visits</u>	<u>100% (not subject to deductible)</u>
<u>In-Network Office visit</u>	<u>100% after deductible</u>
<u>In-Network Hospital/Outpatient</u>	<u>100% after deductible</u>

<u>In-Network Therapy</u>	<u>100% after deductible</u>
<u>Post Deductible Rx</u>	<u>\$0 Generic/ \$15 Preferred Brand/\$30 Non-Preferred Brand</u>
<u>City HSA Account Funding</u>	<u>50% (1000 Single/2000 Family)</u> <u>City to pay set up and Maintenance fees for HSA</u>

Said coverage shall also include the Anthem Dental Plan including Riders A and C, and the CIGNA Vision Plan.

SECTION 2

Effective July 1, 2014 and thereafter the City shall fund fifty percent (50%) of the applicable deductible for employees and retirees covered under the HDHP HSA set forth above. Said amount (\$1,000 single/ \$2,000 family) shall be paid by the City depositing that amount into each employees HSA account during the month of July at a bank chosen by the City. This participation by the City is a means of partially funding of the deductible and is not considered insurance under the HDHP HSA. **Any employee hired prior to June 30, 2017 but after the annual enrollment period for the HDHP HSA shall be enrolled in the co-pay based plan (OAP) until the next HDHP HSA enrollment date.**

SECTION 3

Each employee shall pay weekly, through payroll deduction, the following amounts toward the cost of the insurance provided in Section 1

a. Effective July 1, **2015** the City shall pay ninety-one percent (91%) and all employees shall pay nine (9%) of the cost of coverage under the HDHP HSA.

b. Effective January 1, 2016 the City shall pay ninety percent (90%) and all employees shall pay ten (10%) of the cost of coverage under the HDHP HSA.

c. Effective July 1, 2016 the City shall pay eighty-nine and one-half percent (89.5%) and all employees shall pay ten and one-half percent (10.5%) of the cost of coverage under the HDHP HSA.

d. Effective July 1, 2017 the City shall pay eighty-nine percent (89%) and all employees shall pay eleven percent (11%) of the cost of coverage under the HDHP HSA.

SECTION 4

Subject to the provisions of Section 4b, the City shall provide and pay for the following insurance or its equivalent, for all employees and their enrolled dependents who have not enrolled in the HDHP HSA as set forth in Section 1. **This OAP plan will be available until June 30, 2017 after which it will no longer be provided as optional health insurance coverage except in accordance with Section 4c hereof. After June 30, 2017 the City share of the HDHA HSA deductible for new hires will be prorated for the year hired.**

a. A co pay based plan with a fifteen dollar (\$15) co-pay for Home and Office and Preventive Care with an unlimited maximum; fifty dollar (\$50) co-pay for Emergency Room Care; one hundred dollar (\$100) co-pay per In-Patient Hospital Admission and Out-Patient Hospital Services; Out of Network Services provided with, three hundred dollar (\$300) individual, six hundred dollar (\$600) two person family, and seven hundred fifty dollar (\$750) three (3) person or more family deductible and a co-insurance rate of twenty percent (20%) **until the maximum out of pocket limit of \$1500 for an individual, \$3000 for a couple, and \$3750 for a family.** In addition to the OAP, coverage shall include a Co-Pay Prescription Drug Rider with co-pay of \$5 for generic, \$15 for listed, and \$25 for non-listed drugs with a \$2000 **per calendar year** maximum and **Anthem Dental Plan with Riders "A" and "C" and the CIGNA Vision Plan.**

b. Effective July 1, 2014 the City shall pay eighty-two percent (82%) and all employees not enrolled in the HDHP HSA shall pay eighteen percent (18%) of the cost of the co-pay based OAP

Effective July 1, 2016 the City shall pay eighty percent (80%) and all employees not enrolled in the HDHP HSA shall pay twenty percent (20%) of the cost of the co-pay based OAP

c. Any employee 65 years of age or older who is employed full time or any employee currently receiving Veterans benefits shall remain in the non-high deductible PPO and shall pay the same percentage as the HSA (i.e. **10%, 10.5% or 11%** as the case may be) of the cost of the non-high deductible PPO. Employees currently receiving Veterans benefits may also elect to enroll in the HDHP however they should be aware of the timing of the HSA contributions to avoid potential tax penalties.

SECTION 5

The City shall provide and pay for Group Term Life Insurance in the amount of **fifty thousand dollars (\$50,000.00)** which will reduce upon retirement under the provisions of the Torrington Police Pension Fund, for those who retire after July 1, 1984 to three thousand dollars (\$3,000.00).

ARTICLE XIX

HOLIDAYS

SECTION 1

The following holidays shall be paid for under the following conditions whether worked or not and shall be defined as follows:

New Year's Day	Jan 01
Martin Luther King Day	Jan 15
Lincoln's Birthday	Feb 12
Washington's Birthday	Feb 22
Good Friday	Traditional
Easter Sunday	Traditional
Memorial Day	May 30
Independence Day	July 04
Labor Day	Traditional
Columbus Day	Oct 12
Veteran's Day	Nov 11
Thanksgiving Day	Traditional
Christmas Day	Traditional

SECTION 2

To be eligible for holiday pay, the employee must work his last scheduled work day prior to the holiday and his first scheduled work day after the holiday, and he must work on the holiday if so scheduled, unless on approved sick leave in excess of five (5) working days.

SECTION 3

Each employee who works on a legal holiday or 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 or approved sick leave in excess of five (5) working days when the holiday occurs, shall receive holiday pay for each such holiday.

SECTION 4

An employee working on a holiday shall receive holiday pay at the rate of time and one-half, provided he otherwise qualifies for such holiday pay under this ARTICLE.

SECTION 5

Payment for a holiday shall be included in the pay check for the week in which the holiday occurs.

SECTION 6

Holiday pay shall be granted to all employees covered by ARTICLE 1 of this Contract.

SECTION 7

Upon request of the employee, and subject to the approval of the Chief, an employee may have compensatory time off in lieu of holiday pay and will receive pay at the rate of one and one-half (1 1/2) times his or her hourly rate for the time which he or she has worked on the holiday. The request must be in writing and submitted to the Chief prior to the preparation of the payroll for the week within which the holiday occurred. If approved, the compensatory time off shall be used within the same fiscal year it was earned unless otherwise approved by the Chief. Any employee who has not used any such time within the fiscal year or as otherwise approved by the Chief shall receive equivalent pay therefore.

ARTICLE XX **UNIFORMS AND CLOTHING**

SECTION 1

- a. Members permanently assigned to the Detective or Plainclothes Division and performing police duties shall be given a clothing allowance. **Effective July 1, 2015, the clothing allowance shall be seven hundred dollars (\$700.00) per annum. Effective July 1, 2016, the clothing allowance shall be one thousand dollars (\$1,000) per annum.**
- b. Members specially assigned to a position which requires the wearing of plainclothes shall receive the clothing allowance at the rate of one-twelfth (1/12th) of the total for each completed month in the assignment.

SECTION 2

The City shall reimburse any policeman or policewoman for theft of or damage to clothing and/or personal property suffered in the line of duty and shall be limited to one-hundred and fifty dollars (\$150) per item. **Effective July 1, 2016, this limit shall increase to two-hundred and fifty dollars (\$250) per item.** Such claim for loss must be supported with reasonable proof of loss and of the value of the clothing and/or property, and shall be subject to the Charter provisions pertaining to the processing of claims. Any claims involving items of personal use and adornment, not including medical, dental or optical appliances shall be limited to one-hundred fifty dollars (\$150). **Effective July 1, 2016, this limit shall increase to three-hundred fifty dollars (\$350.00)**

SECTION 3

- a. The City will provide **all sworn** personnel with uniforms, clothing and equipment as needed, in accordance with the clothing list attached hereto as Schedule A.
- b. On or before August 15, of each year, the cleaning allowance shall be five hundred dollars (\$500.00) and the shoe allowance one hundred fifty dollars (\$150.00). **Effective July 1, 2016, the cleaning allowance shall be \$600 and the shoe allowance shall be \$200.00.**

ARTICLE XXI **MANAGEMENT RIGHTS**

There are no provisions in the Agreement that shall be deemed to limit or curtail the City of Torrington in any way in the exercise of the rights, powers and authority which the City had prior to the effective date of this Contract unless and only to the extent that provisions of the Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the City's rights, powers and authority include but are not limited to, the right to manage its operations, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off; the right to make all plans and decisions on all matters involving its operation, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to determine the qualifications of employees; and to run the Department efficiently, provided that it does not affect a mandatory subject of bargaining.

ARTICLE XXII **RANDOM DRUG TESTING**

SECTION 1

The City and Union agree that all police officers must refrain from the use of illegal drugs or the abuse of prescription drugs, at all times, whether on duty or off duty, and the failure to do so is presumptively a just cause for discipline in accordance with the procedures described in this ARTICLE.

SECTION 2

Screening – The administration of drug screening tests to detect the presence of drugs in employees of the Department will be performed on a random basis commencing on or after July

01, 2003. The Police Chief shall be responsible for the scheduling and administration of drug screening tests.

SECTION 3

Random Testing – The City will perform a total number of drug tests per fiscal year as is equal to fifty (50) percent of the total number of Bargaining Unit employees on the payroll at the beginning of the fiscal year (July). Selection of employees to be tested on a random basis shall be conducted by placing all eligible employee's names in a computer database and choosing candidates for testing by random drawing. The selection procedure will be performed by the vendor responsible for performing the tests. The random selection of an employee will not result in that employee's name being removed from a future selection process. Any employee selected for random drug testing will be notified by the Deputy Chief or his designee. The employee shall report immediately to the testing facility. Daytime shift employees shall be notified during their day shift. Evening shift employees shall be notified at the start of their shift. Employees on the midnight shift shall be notified at the end of their shift.

Employees selected for testing must submit to the test as scheduled unless they are on a previously approved or scheduled sick leave, regularly scheduled day off, military leave, scheduled vacation, funeral leave, or off duty on compensatory time. Employees who are selected but who are absent for these reasons shall be tested upon their return to work. Any request for use of any leave or compensatory time shall not be granted if the employee has, at the time of such request, already been selected to submit to random testing as provided above. A member who claims to be sick after notification of their selection for random testing will, absent exigent circumstances, be required to report for the test. If an employee is directed to submit to a drug test and refuses, it will be deemed that the employee has tested positive for the use of illegal drugs. That employee shall be cited for insubordination and suspended immediately without pay and be subject to further disciplinary action up to and including termination.

SECTION 4

Consequences: Voluntary Disclosure – It is understood and agreed that if an employee, prior to being notified of their selection for a random drug test, voluntarily discloses to the Chief that he/she has a problem with drug dependency; the employee shall immediately be placed on sick leave and/or utilize any balance of vacation time and shall be required to commence a rehabilitation program under the supervision of a medical doctor approved by the City or a rehabilitation facility approved by the City. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of a rehabilitation program and the employee's continuing participation in a follow-up program as determined by the doctor or approved rehabilitation facility. Prior to reinstatement to duty, an employee must provide a negative drug test result and documentation from their rehabilitation provider that the employee is fit to return to work. Following reinstatement for drug treatment, an employee shall submit to drug testing at least monthly for the first twelve (12) months and bimonthly for the next thirty six (36) months. The costs for this additional drug testing shall be paid by the employee or, if the benefit is available, through the current medical insurance program. The employee must submit to the additional drug testing at the time stated in the notice from the Chief or his designee. Failure to

do so shall be deemed evidence of the use of an illegal substance and the same as a positive drug test result. A positive test result after reinstatement is considered to be just cause for discharge and shall result in the employee's termination.

SECTION 5

Consequences: First Time Test Result – It is understood and agreed that if an employee, on a first occasion, is properly found by means of a random drug test to be using illegal drugs or abusing prescription drugs; that employee will be subject to disciplinary action, up to, and including discharge.

SECTION 6

Medical Form Release – Employees shall sign all necessary releases in order for the City to be able to receive written updates from rehabilitation providers to monitor an employee's progress throughout their rehabilitation program.

SECTION 7

Testing Methodology – The City will perform drug tests which screen for ten (10) types of drugs. All drug testing conducted pursuant to this policy shall be performed via urinalysis. All initial screens will be performed using the immunoassay technology – EMIT. Presumed positive test results will be retested by an alternative confirmatory method – Gas Chromatography/Mass Spectrometry. Only confirmed test results will be reported as positive. The ten (10) panel screen will test for the following drugs: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine Metabolite, Methadone, Methaqualone, Opiates, Phencyclidine, and Propoxyphene.

SECTION 8

Specimen Collection Facility – Qualified collection sites will be utilized by the City to collect urine samples from employees.

SECTION 9

Medical Review Officer (MRO) – A qualified physician (MRO) who has knowledge of substance abuse will be utilized to interpret and evaluate a donor's positive test result together with medical history, and other relevant biomedical information and will make themselves available to the donor for a face-to-face interview, if necessary. The MRO will report all drug testing results to the Chief.

SECTION 10

Testing Procedure – All drug testing will be performed by an independent toxicology laboratory certified in accordance with the Federal Department of Health and Human Services guidelines. All aspects of urine analysis, drug testing, collection procedures and chain of custody

procedures shall be conducted in accordance with the Department of Health and Human Services standard as outlined in 49 CFR Part 40.

SECTION 11

Employee Cooperation – During the testing process, employees shall be required to cooperate with the collection procedures, requests for information concerning use of medications, and with any other requirements of the testing process. The collection site person shall inform the Chief and shall document any noncooperation. Any person, who refuses to cooperate, refuses to provide a sample or is found to have, in any way, tampered with or substituted a sample shall be subject to disciplinary action up to and including discharge.

In the event that an employee cannot “void” (shy bladder), the employee will be given fluids until a specimen is produced. If the employee has not produced a sample after consuming forty (40) fluid ounces over a three (3) hour period, the employee will be evaluated by a medical doctor to determine if this is the result of some physical problem. If it is not the result of a physical problem, the test will be classified as a refusal and deemed as a positive test result.

SECTION 12

Results of Drug Screening Tests – The testing facility will provide the Chief with written results. Any employee may request a copy of their written test results. All records pertaining to required drug testing shall remain confidential.

ARTICLE XXIII
RATES OF PAY

SECTION 1

a. The rates of pay for Department personnel will be as follows:

	<u>07/01/2015</u>	Hourly	<u>07/01/2016</u>	Hourly	<u>07/01/2017</u>	Hourly
	<u>2.25%</u>	Rate	<u>2.00%</u>	Rate	<u>2.00%</u>	Rate
Captain	1,837.2000	45.9300	1,873.9440	46.8486	1,917.1921	47.9298
Lieutenant	1,667.8701	41.6968	1,701.2275	42.5307	1,741.0213	43.5255
Sergeant	1,502.9178	37.5729	1,532.9762	38.3244	1,569.4049	39.2351
Detective	1,383.7232	34.5931	1,425.8207	35.6455	1,464.9141	36.6229
Patrolman "A"	1,334.4059	33.3601	1,361.0940	34.0274	1,394.0851	34.8521
Patrolman "B"	1,247.4751	31.1869	1,272.4246	31.8106	1,303.6423	32.5911
Patrolman "C"	1,210.9537	30.2738	1,235.1728	30.8793	1,265.6455	31.6411
Patrolman Probationary	1,124.7926	28.1198	1,147.2885	28.6822	1,176.0035	29.4001

b. Additional compensation shall be paid as follows:

1. **Effective July 1, 2016, the** Field Training Officer shall receive **sixty dollars** for each day of service in that capacity.
2. **Effective July 1, 2016, the** Dog Handler shall receive **one and one-half hours** of pay per day at a rate equal to the higher of the federal or state minimum wage.
3. Each employee serving on the Emergency Response Team shall receive an annual stipend of \$300. **Effective July 1, 2016, the annual stipend shall be \$500.00. Effective July 1, 2017, the annual stipend shall be \$750.00.**

4. Each employee serving on the Accident Investigation Team shall receive an annual stipend of \$300. **Effective July 1, 2016, the annual stipend shall be \$500.00. Effective July 1, 2017, the annual stipend shall be \$750.00.**
5. The Traffic Officer and Training Officer shall receive an annual stipend equal to ten percent (10%) of his or her base pay for as long as each of them holds that assignment.
6. **Police Instructors shall receive one (1) hour of compensatory time for every four (4) hours of instruction.**
7. Each employee who understands and fluently speaks a language other than English shall receive an annual stipend of \$100 upon completion of each year of service. **Effective July 1, 2016, this stipend shall increase to \$300.00**

SECTION 2 - GRADE PLAN

All Patrolmen will serve a twelve (12) month probationary period as defined in Article IX Section 2 and shall be classified as a Probationary Patrolman and receive the rate of pay provided for this position. Upon completion of twelve (12) months of satisfactory service, he shall be advanced to Grade C Patrolman and receive the rate of pay provided. Upon completion of twelve (12) months of satisfactory service in Grade C, he shall be advanced to Grade B and receive the rate of pay provided for Grade B. Upon the completion of twelve (12) months of satisfactory service in Grade B, he shall be advanced to Grade A and receive the rate of pay provided for Grade A. This section is intended to relate to rates of pay only and shall not be deemed to affect probationary status as set forth in other Articles of this Contract.

a. A Patrolman with previous experience as a certified police officer with a Connecticut municipality shall be afforded a rate of pay which allows credit for such time to a maximum of grade B, provided that no lapse in State certification occurred. Except for the rate of pay, the Patrolman will still be subject to all other requirements.

SECTION 3

In addition to the base rate of pay provided for in this Article, an employee shall be entitled to a tuition reimbursement of one hundred percent (100%) of the cost of the course, to include the cost of textbooks, with the City entitled to keep any books the City pays for. To be eligible for the reimbursement, an employee must have successfully completed, with a Grade "C" average or better, any course undertaken with the written consent of the City. The reimbursement will be for any course taken and necessary to complete a degree program. The reimbursement shall be made upon presentation of proof of completion of a course (i.e., grade point average provided by the school). There shall be no such reimbursement for any course completed while an employee is on layoff unless such employee is recalled and accepts employment within the recall period set forth in Article X, Section 2.

Effective and payable on or before the first of July of each year thereafter, the following degree credits incentive pay shall be paid each employee upon submission, by the employee to the City, a copy of the degree, as indicated below, in related police studies:

Associate's Degree	\$250.00 annually
Bachelor's Degree	\$500.00 annually
Master's Degree	\$750.00 annually

In the case of more than one degree the employee will collect the bonus on his/her highest degree.

SECTION 4

Any employee required to serve in a higher rank in an "acting" capacity shall receive the rate of pay of the higher rank for as long as he so serves provided, however, this section shall only apply to long term situations such as vacations, illness, injury and the like for which the Chief has approved the "acting" designation.

ARTICLE XXIV **PENSIONS**

SECTION 1

The pension fund created for the benefit of the regular members of the Police Department of the City shall be administered by a board of ten (10) trustees. Said board shall consist of the Mayor, the City Treasurer, the six members of the Board of Public Safety and two (2) members of the regular Police Department to be chosen by the regular members of the Police Department biannually. The Chairman of the Board of Public Safety shall be President of the Board of Trustees.

SECTION 2

The Board of Trustees shall choose one of its members, or the City Clerk, to be Secretary and Clerk and his/her duties shall be to keep a true record of all the proceedings of said Board.

SECTION 3

The City Treasurer shall be Treasurer of the Board and he/she shall be custodian of all moneys and property of the pension fund. The payment of any moneys from the fund shall be made only on approval of a majority of the Board by order drawn on the Treasurer, signed by the President, and countersigned by the Secretary. All moneys of the fund shall be deposited in a national bank or in a bank organized under the laws of this state and, when directed by the Board, may be invested in legal securities for trust funds as designated by the general statutes. To the monies or securities turned over to the Board of Trustees for the pension fund by the Fire and Police Departments, shall be added such sums of money as are appropriated to said fund; all property specifically devised or given for the benefit of disabled policemen of said City on account of services rendered by said department; all lost, abandoned, unclaimed or stolen money

and all moneys arising from the sale of unclaimed, abandoned, lost or stolen property in charge of the Board of Public Safety of said City which have or may become available for the purpose under the provisions of the general statutes; all rewards, fees, unclaimed witness fees, gifts, testimonials and emoluments that may be presented to any member of the Police Department of said City on account of special services, except such as said Board of Public Safety may allow any member or members to retain, and all monies collected from members of said department by way of fines or forfeitures of pay imposed or ordered by said Board; and assessments on the compensation of the members of the Police Department payable weekly in the amount of eight percent (8%).

SECTION 4

The Board of Councilmen and the Board of Finance shall, in the annual budget of the City, appropriate in Section A of the budget as a fixed charge or running expense, a sum equal at least to the annual assessment of the members of the Police Department, and the City Treasurer shall pay such amount to the Treasurer of the fund.

SECTION 5

Said Board of Trustees shall report to the City Council yearly the condition of said fund, with all the items of receipts and disbursements on account thereof. If the income of the pension fund is found at any time insufficient to meet the requirements upon it, the City Council and the Board of Finance, upon application of the said Board of Trustees, shall make an appropriation to make good the deficiency, and any prospective deficiency in the income of said fund may be provided for by the City Council and the Board of Finance in its annual appropriation for the Police Department.

SECTION 6

Any member of the Police Department who terminates his/her employment for any cause prior to having completed ten (10) years of service shall, upon termination, be repaid all of his/her contributions paid in to the pension fund together with interest thereon at the rate of four percent (4%) per annum, compounded annually.

Any employee who has been repaid such contribution and interest because of layoff shall be entitled to repay to the fund, such contribution and interest, if he/she is recalled and accepts employment within the recall period set forth in Article X, Section 2. Said repayment shall be made within a period of time, commencing with the date of recall, that is equal to the period of time that the employee was on the recall list.

SECTION 7

Average annual compensation that the member has received during the three (3) year period of active service immediately preceding the date of retirement shall include all monies paid to or owed the member except, **commencing July 1, 2017, overtime earnings of the retiree in excess of a cap calculated by multiplying a Police Lieutenant's annual base pay**

existing in the year of retirement by fifty-two percent (52%) and pay for “outside duty” provided that such average annual compensation shall not be calculated so as to consist of more than fifty-two (52) weeks of compensation by including compensation which, though paid in such three year period, was earned or accrued in a year other than the three (3) years immediately preceding the date of retirement. “Half pay” shall be defined as fifty percent (50%) of either such compensation, where applicable.

SECTION 8

Any employee who shall have completed ten (10) years of service and who thereafter has his/her employment terminated subsequent to May 5, 2008 other than for just cause found, shall, upon attaining age 55 or regardless of age, upon reaching his/her twenty-fifth (25th) anniversary from date of hire, be entitled to a pension equal to two and one-half percent (2.5%) of the average annual compensation that the employee received during the three (3) year period of active service immediately preceding the date of termination, multiplied by the total years of completed active service of such employee and service purchased in accordance with Section 15 which total years may not exceed twenty-seven (27). **Effective with the issuance of the award in 2015-MBA-282, September 4, 2015, employees shall pay an employee contribution of four (4%) of pay after attaining twenty-five (25) and before twenty-seven (27) years of service.** Employees shall not pay contributions to the pension fund after attaining twenty-seven (27) years of service. If any employee shall die before reaching his/her twenty-fifth (25th) anniversary from date of hire, then upon his/her twenty-fifth (25th) anniversary from date of hire, the surviving spouse of such employee, if he/she then be unmarried, shall, until his/her death or remarriage receive a sum equal to one-half (1/2) of the sum to which the employee would have received had he/she lived. If said member leaves no surviving spouse, such payments will be made to any surviving children as defined below.

Any child of a deceased employee who is entitled to such benefit shall receive such payment until he/she reaches the age of eighteen (18), except that any such child who is a full time student shall continue to receive such payments until he/she reaches the age of twenty-three (23).

Medical benefits shall not be provided to any person receiving pension benefits pursuant to this section.

SECTION 9

The Board of Public Safety may retire any employee who has twenty-five (25) years of continuous service as a member of the Police Department upon the application of that employee.

SECTION 10

The Board of Public Safety may permanently retire on half pay, any member of the Police Department who has completed **five (5)** years of service and who has become permanently disqualified from performing any duty, upon a certificate of two (2) medical doctors

or two (2) psychiatrists licensed and recognized by the State of Connecticut (one (1) doctor or psychiatrist to be chosen by the member and one (1) to be chosen by the Board of Public Safety) showing that the member is permanently disqualified from the performance of all police duty and that such disqualification is caused by some injury received, disease contracted, or exposure endured while performing the duties of his/her service, without fault on his/her part. In the event the two doctors or psychiatrists chosen above are not able to agree, a third (3rd) doctor or psychiatrist shall be chosen by mutual agreement and the cost thereof shall be shared equally by the member and the fund. The opinion of the third (3rd) doctor or psychiatrist shall be final and binding on all parties.

SECTION 11

a. Subsequent to May 5, 2008, any active member of the Police Department having at least ten (10) years of service and having attained age 55, or regardless of age, having twenty-five (25) completed years of service, shall upon written application be retired, with an annual pension, payable monthly from the pension fund that is equal in amount to two and one-half percent (2.5%) of the average annual compensation that the member has received during the three (3) year period preceding retirement, multiplied by the number of completed years of service and service purchased in accordance with Section 15 which total years may not exceed twenty-seven (27). **Effective with the issuance of the award in 2015-MBA-282, September 4, 2015, employees shall pay an employee contribution of four (4%) of pay after attaining twenty-five (25) and before twenty-seven (27) years of service.** Employees will not pay any contribution after twenty-seven (27) years of service. If any such employee shall die after he/she retires, pursuant to this section, the surviving spouse, if he/she then be unmarried, shall receive until his/her death, remarriage, or cohabitation with a member of the opposite sex, a sum equal to one-half (1/2) of the sum to which the retired employee would have received had he/she lived. If there is no surviving spouse or the spouse has remarried or is cohabiting with a member of the opposite sex, such benefit will be paid to the child or children of the retired employee until the age of eighteen (18) or the age of twenty-three (23) if the child or children are full time students. If there is more than one (1) child, the payment will be equally divided among them.

Any employee retiring under this section will also receive medical coverage equal to the coverage afforded active employees and as it may be changed from time to time until the age of sixty-five (65). If the retiree is eligible, at the age of sixty-five (65), the medical coverage will be altered to the Anthem 65 High Option and 81 Plan. Medical coverage equal to the coverage afforded active employees and as it may be changed from time to time will remain in effect for the spouse and for the child or children of the retired employee until such child or children is **no longer eligible to receive such benefit pursuant to federal guidelines governing dependent eligibility for health insurance benefits.** Upon reaching age sixty-five (65), such medical benefits for the spouse shall be altered to the Anthem 65 High Option and 81 Plan if he or she is eligible.

Any employee retiring under this section shall pay that amount towards the cost of such coverage that the employee was paying for medical coverage at the time of retirement in addition to an amount equal to ½ of any increase in that cost for active employees multiplied by the percentage of the cost the employee/retiree was paying at the date of

retirement. The retiree shall be subject to this potential change in the cost share annually for five (5) years after retirement or age sixty five (65) whichever comes first after which the share of said costs will be frozen at the last level.

Example: If active employees are paying 9% and the insurance cost increases from \$20,000 to \$22,000, the retiree who retires at that 9% level would pay $\$2000/2 = \$1000 \times 9\% = \$90$ more than the previous year. Thereafter for a period of five (5) years after retirement whenever the cost to the actives increase the retiree's cost will increase by 9% of 1/2 of the active's increase. The multiplier (in this example, 9%) will be whatever the percentage is in the year of retirement.

b. Notwithstanding the provisions of a. above, each employee may elect and/or revoke in writing, one of the following spousal benefit options prior to retirement. Any elected option shall become inoperative if the employee's spouse dies before the employee's retirement date. Any employee who does not choose one of the following options shall receive benefits in accordance with a. above.

Option I - The retiree may elect to receive a reduced benefit in accordance with Table I and, upon his/her death, his/her spouse shall receive 100% thereof for life. In the event the spouse dies before the retiree, the pension benefit due the retiree thereafter will be increased to the level set forth in a. above.

TABLE I

<u>Age of Spouse</u>	<u>Percent of Regular Benefit</u>
20 or more years older than employee	96.0%
15 - 19 years older than employee	94.0%
10 - 14 years older than employee	92.0%
5 - 9 years older than employee	91.0%
0 - 4 years older than employee	90.0%
0 - 4 years younger than employee	90.0%
5 - 9 years younger than employee	89.0%
10 - 14 years younger than employee	88.5%
15 - 19 years younger than employee	86.5%
20 or more years younger than employee	84.5%

NOTE: Years means completed whole years.

Option II - The retiree may elect to receive a reduced benefit in accordance with Table II and, upon his/her death, his/her spouse shall receive 75% thereof for life. In the event the spouse dies before the retiree, the pension benefit due the retiree thereafter will be increased to the level set forth in a. above.

TABLE II

<u>Age of Spouse</u>	<u>Percent of Regular Benefit</u>
20 or more years older than employee	98.0%
15 - 19 years older than employee	97.0%
10 - 14 years older than employee	96.0%
5 - 9 years older than employee	95.5%
0 - 4 years older than employee	95.0%
0 - 4 years younger than employee	95.0%
5 - 9 years younger than employee	94.5%
10 - 14 years younger than employee	94.0%
15 - 19 years younger than employee	93.0%
20 or more years younger than employee	92.0%

NOTE: Years means completed whole years.

Option III - The retiree may elect to receive a reduced benefit in accordance with Table III and, upon his/her death, his/her spouse shall receive 100% thereof for life. In the event the spouse dies before the retiree, the pension benefit due the retiree thereafter shall remain unchanged.

TABLE III

<u>Age of Spouse</u>	<u>Percent of Regular Benefit</u>
20 or more years older than employee	97.0%
15 - 19 years older than employee	95.0%
10 - 14 years older than employee	93.0%
5 - 9 years older than employee	92.0%
0 - 4 years older than employee	91.0%
0 - 4 years younger than employee	91.0%
5 - 9 years younger than employee	90.0%
10 - 14 years younger than employee	89.0%
15 - 19 years younger than employee	87.0%
20 or more years younger than employee	85.0%

NOTE: Years means completed whole years.

Option IV - The retiree may elect to receive a reduced benefit in accordance with Table IV and, upon his/her death, his/her spouse shall receive 75% thereof for life. In the event the spouse dies before the retiree, the pension benefit due the retiree thereafter shall remain unchanged.

TABLE IV

<u>Age of Spouse</u>	<u>Percent of Regular Benefit</u>
20 or more years older than employee	98.5%
15 - 19 years older than employee	97.5%
10 - 14 years older than employee	96.5%
5 - 9 years older than employee	96.0%
0 - 4 years older than employee	95.5%
0 - 4 years younger than employee	95.5%
5 - 9 years younger than employee	95.0%
10 - 14 years younger than employee	94.0%
15 - 19 years younger than employee	93.0%
20 or more years younger than employee	92.0%

NOTE: Years means completed whole years.

SECTION 12

If any member of the Police Department is killed while in the actual performance of duty, or dies from the effects of any injury received while in the actual discharge of duty, regardless of the number of completed years of service to his/her credit, the Board of Trustees, by the affirmative vote of a majority of its whole number, shall direct a sum equal to one hundred percent (100%) of the employee's annual compensation, payable in monthly installments to the surviving spouse for as long as such spouse remains unmarried and does not cohabit with a member of the opposite sex. If there is no surviving spouse or the spouse has remarried or is cohabiting with a member of the opposite sex, the benefit will be paid to the child or children of the employee until the age of eighteen (18) or the age of twenty-three (23) if the child or children are full time student(s). If there is more than one (1) child, the payment will be equally divided among them.

- a. If the deceased employee leaves neither spouse nor children, such payment shall be made to the parent or parents of the deceased member if the parent or parents depended on the employee for their support.
- b. The medical benefits afforded active employees and as they may be changed from time to time will remain in effect for the spouse until remarriage or cohabitation with a member of the opposite sex, and/or for the child or children of the deceased employee until such child or children is no longer eligible to receive such benefit pursuant to federal guidelines governing dependent eligibility for health insurance benefits
- c. If the surviving spouse does not remarry or cohabit with a member of the opposite sex, then upon reaching the age of sixty-five (65), if she/he is eligible, the medical benefits will be altered to the Anthem 65 High Option and 81 Plan.

SECTION 13

In the event of the death of a member of the Police Department before ten (10) years of service (not to include military "buy in" time), other than as qualified in Section 12 et al, a refund of the total amount of assessments paid by the employee into the fund, plus interest at the rate of four percent (4%) per annum shall be paid to the employee's surviving spouse. If there is no surviving spouse, the payment shall be made to any child or children of the deceased employee, or to his/her estate.

SECTION 14

All terms of this ARTICLE shall apply equally to both male and female members of the Police Department regardless of wording. The terms "surviving spouse" or "spouse" shall mean the person to whom the deceased member is legally married at the time of death. The term "child" or "children" shall mean and include all natural and/or adopted children of the deceased that fit the age requirements.

SECTION 15

a. Employees may elect to buy, during their first year of employment or, in the event of military recall, one (1) year from the employees return from such recall, active United States Military service time of up to two (2) years. Employees who elect to buy active military service time shall pay their "buy in" contribution either in a lump sum or in equal weekly installments over a period of no longer duration than the military service time to be bought. The amount of the "buy in" contribution shall be based on the rate of pension contributions and compensation in effect at the time of the "buy in" or during any period such "buy in" payments are made. As to employees who have, prior to the date of this May 5, 2008 agreement purchased military service time in excess of two (2) years and are unable to use the excess under Section 8 or 11 of this Article, the City shall reimburse such employees for the cost of such excess.

b. The active military service time for which contributions are completed shall apply to all sections of this ARTICLE for the purpose of computing numbers of years of service for benefits, but will not be counted towards the twenty-five (25) years of active service needed to retire, or ten (10) years of active service necessary to "vest" benefits.

The employee's Military Discharge Form DD-214 shall be used to determine active military service time.

SECTION 16

The term "years of service" as used in this Article shall not include any period of time that an employee is on layoff.

SECTION 17

The exclusive retirement plan for employees hired after the issuance of 2015-MBA-282, September 4, 2014, shall be a defined contribution plan the details of which follow:

- **City will make a mandatory pretax contribution of 7% of pay up until July 1, 2020, at which time the contribution will increase to 8% of pay including overtime but excluding extra duty pay.**
- **The employee will make a mandatory pretax contribution, by payroll deduction of 6% of pay including overtime but excluding extra duty pay.**
- **Employee contributions vest immediately. City contributions vest at a rate of 20% per year over the first 5 years.**
- **Funds may be withdrawn in accordance with IRS regulations.**
- **Employees may rollover a 401 or other IRS qualified plan from a prior employer.**
- **A broad array of investment options will be provided through the International City/County Management Association-Retirement Corporation (ICMA-RC)**
- **City will provide a disability benefit similar to that set forth in Section 10 above.**
- **The plan shall include the provision for a spousal and/or child benefit similar to that set forth in Section 12 above.**
- **An employee having ten (10) years of service and having attained age fifty-five (55), or regardless of age, having twenty-five completed years of service shall upon retirement be entitled to medical insurance and/or Anthem 65 High Option and 81 Plan. The retiree shall be entitled to the same medical insurance as active employees as it may be changed from time to time until the age of sixty-five (65). If the retiree is eligible, at the age of sixty-five (65), the medical coverage will be altered to the Anthem 65 High Option and 81 Plan. The total amount of combined time a retiree can receive this benefit is ten (10) years.**

Any employee retiring under this section shall pay that amount toward the cost of coverage that the employee was paying for medical coverage at the time of retirement in addition to an amount equal to ½ of any increase in that cost for active employees multiplied by the percentage of the cost the employee/retiree was paying at the time of retirement. The retiree shall be

subject to this potential change in the cost share annually for five (5) years after retirement or age sixty-five (65) whichever comes first after which the share of said costs will be frozen at the last level.

Example: If active employees are paying 9% and the insurance cost increases from \$20,000 to \$22,000, the retiree who retires at the 9% level would pay $\$2000/2 = \$1000 \times 9\% = \$90$ more than the previous year. Thereafter for a period of five (5) years after retirement whenever the cost to the actives increases the retiree's cost will increase by 9% of 1/2 of the active's increase. The multiplier (in this example, 9%) will be whatever the percentage is in the year of retirement.

SECTION 18

Duration: This Article will be effective from the date of the Award in the Interest Arbitration case # 2015-MBA-282, September 4, 2015, and will not be open to negotiation, without consent of both the City and the Union, until ten (10) years from the date of the Award in Arbitration case # 2015-MBA-282, i.e. September 4, 2015.

FOR THE CITY

FOR THE UNION

Note: The parties agreed that this Article XXIV shall be attached to each collective bargaining agreement in effect during the term of this Agreement.

ARTICLE XXV **LONGEVITY**

SECTION 1

Full time employees shall, in addition to their regular pay or any pay increases that may be provided, receive an additional \$650.00 per year after five (5) years of service and up to the tenth (10th) year of service; \$900.00 per year after ten (10) years of service and up to the fifteenth (15th) year of service; \$1150.00 per year after fifteen (15) years of service and up to the twentieth (20th) year of service; \$1400.00 per year after twenty (20) years of service and up to the twenty-fifth (25th) year of service; and \$1650.00 per year after twenty-five (25) years of service. Any annual amounts due in accordance with this section shall be calculated and paid out on a weekly basis.

ARTICLE XXVI **MILITARY LEAVE**

SECTION 1

Any full-time permanent employee who leaves the service of the City and joins the military forces of the United States in time of war or other National Emergency as determined by the effective Connecticut State Statutes, shall be granted military leave without pay.

SECTION 2

Such leave shall extend for the period of such military service and for ninety (90) days after honorable discharge from such service.

SECTION 3

Any employee on military leave who has been honorably discharged from the military forces of the United States and who applies for reemployment with the City within ninety (90) days of such discharge, shall be reinstated in his former position together with all rights and privileges provided he meets the minimum qualifications of the position.

SECTION 4

Employees reemployed in accordance with SECTION 3, shall be granted all reemployment rights as are determined by Federal and State Statutes.

SECTION 5

Any vacancy resulting from an employee being granted military leave in accordance with SECTION 1 shall be filled only on a durational basis.

SECTION 6

Military leave as determined by SECTIONS 1, 2, and 3, of this ARTICLE, shall be considered as City service and shall be so entered upon the City records. Such service shall be counted in determining total length of City service.

SECTION 7

Any permanent employee who is a member of the National Guard or the organized military reserve shall be granted leave of absence, without pay, in accordance with Sections 27-33 and 27-33a of the C.G.S.

ARTICLE XXVII **GRIEVANCE PROCEDURE**

SECTION 1 - PURPOSE:

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and employee morale.

SECTION 2 - DEFINITION:

A grievance for purpose of the procedure shall be considered to be an employee, or police union complaint concerned with:

- a. Discharge, suspension or other disciplinary action.
- b. Charge of favoritism or discrimination.
- c. Interpretation and application rules and regulations and policies of the Police Department.
- d. Matters relating to the interpretation and application of the ARTICLES and SECTIONS in this Agreement.

SECTION 3 - PROCEDURE:

Any employee may submit a grievance to Step One with or without Union assistance. Should an employee submit a grievance to Step One prior to seeking Union aid, the Union may at its discretion, process the grievance anew from Step One or proceed directly to Step Two.

STEP ONE:

The Union or any employee who has a grievance shall reduce the grievance to writing and submit it to the Chief, who shall use his best efforts to settle the dispute. If any employee

and or Union does not file a grievance in writing with the Chief within **fifteen (15)** days after the employee and or Union knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration. The Chief's decision shall be submitted in writing within five (5) working days of receipt of the grievance

STEP TWO:

If the Union is not satisfied with the decision rendered by the **Chief**, the Union shall, within ten (10) working days after receipt of the decision in Step One, submit the grievance in writing to the Personnel Director of the City of Torrington. He shall render his decision in writing to the Union, within ten (10) working days of receipt of the grievance at this step.

STEP THREE:

If the Union is not satisfied with the decision rendered by the **Personnel Director**, it may submit the grievance to the Connecticut State Board of Mediation and Arbitration within 30 days after receipt of the decision from the **Personnel Director** and the decision rendered by the Arbitrator or Arbitrators shall be final and binding upon both parties.

SECTION 4 - MEETINGS:

If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled no later than five (5) days after receipt of the request.

SECTION 5 - RECORDING OF MINUTES OR TESTIMONY:

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure. The cost thereof shall be borne by the party requesting such stenographer except that the cost of a transcript shall be paid by the party requesting it.

SECTION 6 - POLICE UNION AS A COMPLAINANT:

The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

SECTION 7 - TIME EXTENSION:

Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

SECTION 8 - REPRESENTATION:

Employees and the Police Union shall have the right and choice of representation whenever representation is desired by either individual employees or the Police Union.

SECTION 9

Any grievance which originates with the Chief may be initially filed at STEP TWO; any grievance which originates with the Personnel Director must be initially filed at STEP THREE.

ARTICLE XXVIII
DURATION

This Agreement shall be effective and retroactive to **July 1, 2015** where applicable and shall remain in effect to **June 30, 2018**. Either party wishing to terminate, amend or modify such Agreement must so notify the other party, in writing, no more than one-hundred eight (180) days, nor less than one-hundred twenty (120) days prior to such expiration date. Within five (5) days of receipt of such notification, by either party, a conference shall be held between the City and the Union Negotiating Committee for the purpose of such amendment, modification or termination.

IN WITNESS WHEREOF, the parties have caused their names to be affixed hereto, this

2ND day of AUGUST, 2016

FOR THE CITY OF TORRINGTON:

By: Thomas G. [Signature]

By: [Signature]

By: [Signature]

FOR TORRINGTON POLICE UNION
LOCAL #442, AFSCME, AFL-CIO:

By: [Signature]
Its President

By: [Signature]

By: _____

SCHEDULE A
CLOTHING LIST

Class A Uniform Shirt/**Pants**– Long Sleeve with patches and hash marks

Class A Uniform Shirt/**Pants** – Short Sleeve with patches

Navy blue turtleneck shirt with TPD embroidered on left side of neck

BDU Shirt- **Summer Weight Short Sleeves/Winter Weight Long Sleeve will be issued by seniority if it is affordable**

BDU pants-**Summer Weight/Winter/Weight will be issued by seniority if it is affordable**

Dress Blouse with patches and decorative details

Three quarter length all-purpose winter coat

Full length rain coat and hat cover (reversible)

Hat – Solid top

Hat - Summer mesh top

Baseball style hat

Knit watch cap

Kevlar or fluid proof gloves

Traffic gloves

Necktie (Clip on)

Tie clasp

Name tag (2)

Issued department firearm

Leather gun belt with holster, handcuff case, two ammo supply pouches, four belt keepers

Expandable ASP and belt holder

Handcuffs

Whistle and chain

Badges – 2 breast, 2 hat, 1 wallet

Collar insignia – TPD

Collar Insignia – Rank

Holster for plain clothes officers

Traffic vest

Sam Browne Belt

Extra duty Green Polo style shirt with accompanying patches

Kevlar helmet

Body Armor

Extra Duty Shorts to be purchased and replaced by the employee. Effective July 1, 2017, the City will provide this equipment

Any equipment with an alternative designed for a female officer to be effective July 1, 2016 if there is a cost for the item.

SCHEDULE B

Torrington Police Department Officer Promotional Performance Points

Applicant: _____

Date of Appointment: _____

Attendance:*

0 days = 1.0 points

1-5 days = .75 points

6-10 days = .50 points

11-15 days = .25 points

Over 15 days = 0 points

Days absent: _____

Suggested Rating: _____ (0,2,3,4, or 5)

*Days under the attendance provision set forth above shall mean absence from work due to sick days or unexcused absence and shall not include absence from work due to work related injury/ illness, bereavement leave, holidays, vacation, comp time and/or valid, approved FMLA leave.

Discipline: (Date, offense, & punishment)

No discipline = 1.0 points

1 minor* = .75 points

2 minor = .50 points

3 minor or 1 major** = .25 points

2 major = 0 points

Suggested Rating: _____ (0,2,3,4, or 5)

*Minor discipline is defined as any discipline that results in an oral warning and/or written warning.

**Major discipline is defined as any discipline that results in suspension and/or demotion.

Outside Education: (List institutions, date, degrees, credit, etc)

Levels: High School Diploma = .25 points

Military Time = .50 points

Associate's Degree = .50 points

Bachelor's Degree = .75 points

Master's Degree = 1.0 points

Suggested Rating: _____ (0,2,3,4, or 5)

Seniority Points: Years as Patrolman:

Five years	=	1 point
Six years	=	2 points
Seven years	=	3 points
Eight years	=	4 points
Nine years	=	5 points

Years in Rank:

Four years	=	1 point
Five years	=	2 points
Six years	=	3 points
Seven years	=	4 points
Eight years	=	5 points

Suggested Rating: _____ (0,2,3,4, or 5)

Total Points Awarded: _____