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September 27, 2018

The Honorable Elinor Carbone
Members of the City Council
City of Torrington
140 Main Street
Torrington, CT 06790

RE: City of Torrington and Police Local 442
Council 4 AFSCME Successor Agreement 2018-2020

Dear Mayor Carbone and Members of the City Council:

Mark Dumas and I are pleased to report that a Tentative Agreement has been reached with Torrington's police for a two year contract commencing July 1, 2018. It is my understanding the Union has recently ratified the agreement and it now comes before the City Council as is required by law. I have attached a copy of the Tentative Agreement.

While the agreement speaks for itself its major provisions are as follows:

1. Duration – The two (2) year agreement commences July 1, 2018 and terminates June 30, 2020.

2. Wages - Across the board increases in pay are as follows:

- Retro to July 1, 2018 – two percent (2%)
Estimated cost - \$ 121,305.00
- July 1, 2019 - two percent (2%)
Estimated cost- \$ 123,730.00

3. Medical Insurance

The employee's share of medical insurance costs will increase from the current eleven percent (11%) to:

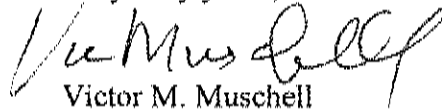
- Twelve Percent (12%) retro to July 1, 2018
- Thirteen Percent (13%) on July 1, 2019

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This agreement reflects the fact that while the Department is currently under the able command of Acting Chief Wayne Newkirk it has been some time since a permanent Chief has had a chance to have input into the bargaining process. Because it is likely a new Chief will be on board soon it was felt that a shorter term contract was in the best interest of the City so as to bring the contract to the bargaining table soon after the new Chief will have had a chance to become familiar with its intricacies. That is also why the new contract touches only upon the basics, wages and insurance, together with some minor non-controversial issues.

While we recommend approval of this agreement the law permits you to reject any negotiated collective bargaining agreement which calls for the expenditure of funds. If it is not so rejected the agreement will become binding automatically in thirty (30) days.

Very truly yours,

A handwritten signature in black ink, appearing to read "Victor M. Muschell", written over the typed name.

Victor M. Muschell

VMM:bcs

cc: City Clerk
Mark Dumas, Personnel Director
Wayne Newkirk, Acting Chief

COT-Police-Ltr-Mayor-092618

CITY OF TORRINGTON

and

POLICE LOCAL 442, COUNCIL 4, AFSCME

Tentative Agreement

The City of Torrington and Police Local 442 have agreed, subject to ratification, to a successor collective bargaining agreement succeeding that having a duration of July 1, 2018 through June 30, 2020.

1. **ARTICLE IV**
WORK ASSIGNMENT-EXTRA DUTY

Change to read as follows:

SECTION 4

~~Four hours shall be minimum for each assignment.~~ Extra duty assignments will be scheduled for either four (4) or eight (8) hours in length, with four (4) hours being the minimum for each assignment. Any assignment which extends past the eighth (8th) hour shall be paid at double-time except when the extra duty is for a City sponsored function.

2. **ARTICLE IV**
WORK ASSIGNMENT - EXTRA DUTY

Change to read as follows:

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~~ **starting with the scheduled hour said employee would have reported to work had he/she not been sick.**

3. **ARTICLE IV**
WORK ASSIGNMENT - EXTRA DUTY

Change to read as follows:

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 **extra duty** rate.

Clarification only- not substantive

4. **ARTICLE VI**
OVERTIME

Change to read as follows:

SECTION 1

- 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~~ **starting with the scheduled hour said employee would have reported to work had he/she not been sick.**

5. **SECTION VI**
OVERTIME

Change to read as follows:

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.**

Clean up only-not substantive

6. **ARTICLE VI**
OVERTIME

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~~ **three (3) months**; and when any employee removes his/her name from said list, it shall remain off the list for a minimum of ~~six months~~ **one month**.
- 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.
- g. Errors made by staff during the hiring process shall be reviewed and if found to be absent intentional wrongdoing or manipulation shall not be considered a violation of the contract.

7. **ARTICLE XI**
TRAINING

Change to read as follows:

SECTION 2

Each employee may be required to attend ~~fifty-four (54)~~ **fifty-six (56)** 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 1/2~~) (1 1/2).

8. **ARTICLE XIII**
APPOINTMENTS AND PROMOTIONS

Change to read as follows:

SECTION 1

d. A list of successful candidates shall be posted on the bulletin board for five calendar days **after each step of the testing process**. . Said list shall be in alphabetical order without scores or standings, except that such scores shall be submitted to the Board of Public Safety. **The Union President shall receive a final list of all candidates who have passed after the awarding of**

seniority points and officer performance points. The list shall be complete with all scoring as well as the final score for each candidate.

9. **ARTICLE XIII**
APPOINTMENTS AND PROMOTIONS

Change to read as follows:

SECTION 3

Promoted personnel shall serve a probationary period of ~~six (6)~~ twelve (12) 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.

10. **ARTICLE XV**
GENERAL PROVISIONS

Change to read as follows:

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.

11. **ARTICLE XV**
GENERAL PROVISIONS

(new) SECTION 12

Whenever this contract requires that some matter be "posted" such "posting may be accomplished electronically through email or other electronic means.

12. **ARTICLE XX**
UNIFORMS AND CLOTHING

(new) SECTION

Any officer who is assigned to the detail of operating the department's Segway vehicle shall be issued the same equipment and uniform available to those officers who are assigned to the department's bike patrol unit.

13. **ARTICLE XVIII**
INSURANCE

Change to read as follows:

SECTION 2

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, ~~2017~~ 2018 the City shall pay ~~ninety-one~~ **eighty-eight** percent (~~91%~~) (**88%**) and all employees shall pay ~~nine~~ (~~9%~~) **twelve** percent (**12%**) of the cost of coverage under the HDHP HSA.
- b. Effective July 1, 2019 the City shall pay **eighty-seven** percent (**87%**) and all employees shall pay **thirteen** percent (**13%**) of the cost of coverage under the HDHP HSA.

14. **ARTICLE XVIII** **INSURANCE**

Make necessary changes to reflect that OAP plan though no longer available generally will be available to certain employees in accordance with current Subsection c Section 4.

Add the agreed cost shares for yr 1 and 2 to Sec. 4c

15. **ARTICLE XXIII RATES OF PAY**

SECTION 1

July 1, 2018 – 2% effective and retroactive
July 1, 2019 – 2%

16. **ARTICLE XXVIII – DURATION**

Change to read as follows:

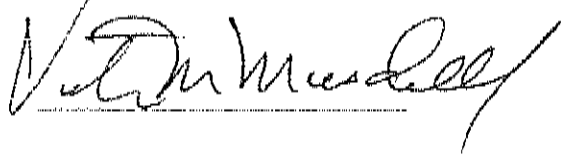
This Agreement shall be effective and retroactive to **July 1, 2018** where applicable and shall remain in effect to **June 30, 2020**. Either party wishing to terminate, amend or modify such Agreement must so notify the other party, in writing, no more than one-hundred eight (180) days, nor less than 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.

52. Any provision of the 2015 - 2018 agreement between the parties not replaced, deleted or modified by this Tentative Agreement shall be incorporated in and made a part

of the 2018 - 2020 agreement unless such provision(s) is obsolete or, by agreement of the parties, otherwise inappropriate.

Dated this 6th day of September, 2016.

FOR CITY OF TORRINGTON



FOR LOCAL 442, COUNCIL 4

 President