

City Of Torrington



140 Main Street
Torrington, CT 06790

Tel: (860) 489-2394
Personnel Dept.

March 5, 2021

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

RE: City of Torrington and Police Local 442
Council 4 AFSCME Successor Agreement 2020-2023

Dear Mayor and Members of the City Council:

The current contract between the City of Torrington and Local 442 (TPD) expired on June 30, 2020. Since August 2020, the parties have been diligently negotiating the terms of a successor agreement. I am writing to notify you that I have reached a tentative agreement with the Local 442 Union regarding the terms of a successor agreement. This agreement was ratified by the Union on March 2, 2021. I have attached a copy of the agreement for your reference.

Below are highlights of the major provisions of this agreement:

1. Duration:

July 1, 2020 to June 30, 2023

2. Wages:

July 1, 2020 (retroactive)—2% wage increase (estimated cost \$149,777.24)
July 1, 2021—2.25% increase (estimated cost \$321,646.62)
July 1, 2022—2.25% increase (estimated cost \$497,383.07)

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The Honorable Elinor Carbone, Mayor
Torrington City Council
March 5, 2021

3. Shift Differential:

Evening shift personnel shall receive \$0.25 per hour in addition to their regular pay. Midnight shift personnel shall receive \$0.35 per hour in addition to their regular pay. This additional pay shall not be paid for any day shift assignments or shifts beginning after 0800 hours. This additional pay will also not be received for continuous hours worked into the day shift from the midnight shift. The estimated cost is \$31,390 annually.

4. Premium cost share increases:

July 1, 2020 (retroactive)—13.5%
July 1, 2021—14.0%
July 1, 2022—14.5%

5. Insurance:

Limit for group term life insurance for retirees will increase to \$10,000. AD&D benefits will be provided for all employees as of 4/1/2021.

6. Extra Duty Surcharge:

The City may add a surcharge of 15% to any billing and collection for extra duty.

While I recommend approval of this agreement, Connecticut General Statute §7-474(b) does permit you to reject any negotiated collective bargaining agreement within thirty days from the date of this letter. This agreement will be approved automatically by law after 30 days if you do not vote to approve or reject. I will place an item on the Council agenda for Monday, March 15, 2021 for discussion and possible action.

If you have any questions, please let me know.

Very truly yours,


Jaime M. LaMere

Enc.

cc: Carol Anderson, Town and City Clerk

TENTATIVE AGREEMENT

between

CITY OF TORRINGTON and LOCAL 442 COUNCIL 4, AFSCME-AFL-CIO

UNION PROPOSAL #2

ARTICLE V, SECTION 1

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

- c. When the serious illness or injury 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.

UNION PROPOSAL # 3

ARTICLE V, 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)~~ four (4) 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.

UNION PROPOSAL # 5

ARTICLE V, 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.~~

a.

1. In the event that any employee exhausts his/her entire accumulated sick leave and vacation time the City acting through the Chief of Police may grant up to twenty-seven (27) working days of additional sick time to the affected employee.

2. A request for additional sick time must be completed by the employee in writing to the Chief of Police for his approval prior to the usage of time. The Chief has sole discretion to approve or deny the request.
3. Any extension must comply with guidelines for sick time use set forth hereunder and must be supported by a note from the treating physician.
4. Upon considering the extension, the Chief may look at but is not limited to, the officer's past use of sick time, time on job, their total sick time accumulation and any previous case(s) the employee was placed on sick time probation.
5. Any employee granted an extension shall be responsible, once he or she returns to duty to repay the City with one-half of his/her monthly sick time accrued until the sick leave extension has been repaid.
6. In the case of the use of a maximum sick time extension of twenty-seven (27) days, the Chief at his discretion an additional one time extension of five (5) more sick days if it is deemed necessary.
7. If the employee separates from service with the City for any reason, he or she agrees to make the City whole for any remaining unpaid balance of sick time owed to the City.
8. Any situation(s) where the Family Medical Leave Act (FMLA) is applicable, all rules, regulations and laws pertaining to FMLA shall be adhered to.

UNION PROPOSAL # 7

ARTICLE VI, SECTION 12

- a. Patrol assignments 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. Any employee holding an Extra Duty Assignment shall be subject to such an order in and the Extra Duty Assignment will be rehired. The Traffic Office shall be notified of the switch and the employee will not be docked the hours for such assignment.
- c. 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.
- d. 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.
 - e. 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.).
 - f. 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.
 - g. Any officer who is ordered to stay for any part of the next shift shall have this time count as an order in pursuant to this section. This does not apply to regular calls of service necessary to finish one's regular duties.
 - h. Any officer who is ordered in shall be credited three hours of earned time in addition to their overtime rate of pay. Said earned time cannot be cashed out and must be used by the end of the calendar year following the year in which it was earned. For purposes of this section, an order in refers to being ordered in to a full regular patrol shift to maintain minimum staffing and does not include those that are on an 'on-call' status" .

ARTICLE VI, 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.

UNION PROPOSAL # 10

ARTICLE VIII-SECTIONS 1-5

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 32

Employees who have completed ~~five (5) or more years~~ one (1) year or more of service shall receive the following annual vacation with pay:

1 Year and one day, but less than 5 Years. – twelve (12) work days;

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.~~

10 Yrs., but less than 16 Years - twenty (20) work days;

16 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. **This minimum shall not include any officer on special assignment. 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.~~ **as quickly as possible. This shall include all holidays as defined in Article XIX, Section 1 of this contract.** 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.

UNION PROPOSAL # 11

ARTICLE IV, 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.

UNION PROPOSAL # 12

ARTICLE IV, SECTION 12

Any party who hires an Extra Duty officer shall also be required to pay for the use of a marked police cruiser if any of the following conditions are present on the date of the hire:

- a. **there is a legitimate concern for officer visibility and safety;**
- b. **any portion will occur after sunset;**
- c. **adverse weather conditions;**
- d. **all work on state roadways;**
- e. **any area that has a high density of vehicular traffic;**
- f. **any job that has more than one location during the assignment.**

UNION PROPOSAL #13

ARTICLE IV, SECTION 13

If an assignment is cancelled within one (1) hour of the start time of the assignment, the officer will be paid a four (4) hour minimum at his extra duty rate.

UNION PROPOSAL #14

ARTICLE IV, SECTION 14

For the purposes of Extra Duty, an officer shall be considered "Off" when such officer is either on a regular day off, a compensatory day or a vacation day.

UNION PROPOSAL #15

ARTICLE XI, SECTION 2

- a. Each employee may be required to attend 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 (1/2).

- b. **If an employee is assigned to mandatory training which falls on a regular day off, the employee may elect one of the following: 1) a change in a day off to another day in the same week dependent on the operating requirements of the shift or 2) Paid in overtime to attend the training in lieu of the day off.**

UNION PROPOSAL #16

ARTICLE XIII, SECTION 1

- 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. When testing for the rank of Sergeant, the total number of years of service at the department will be used to award seniority points for both Patrolman and Detectives. The points awarded for Years in Rank will only be used for promotions to the rank of Lieutenant and above.
- 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.

- 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~~ **first promotion** 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.
- h. **There shall be a new list generated if a list has been active for one (1) year with no promotions from said list.**

UNION PROPOSAL #19

ARTICLE XV, SECTION 11

Family members may work together on the same shift but ~~not~~ **only** in the same division **at the discretion of the Chief.**

UNION PROPOSAL #22

ARTICLE XV, SECTION 16

In the furtherance of officer safety, an officer who is beginning a third (3rd) continuous eight (8) hour shift shall notify his immediate supervisor at the beginning of the shift. The supervisor will notify the Captain of Patrol/Captain of Support Services or his designee to determine the well-being of that officer. If either management or the immediate supervisor reports said officer is showing signs of fatigue, he/she shall be relieved of duty.

UNION PROPOSAL #25

ARTICLE XVII, SECTION 1, FUNERAL LEAVE

Additional days may be granted at the discretion of the Chief.

UNION PROPOSAL #26

ARTICLE XVIII, 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). The rate for retirees will thereafter increase to \$10,000.00 on the 1st of the month following the date that this agreement is ratified by both parties.

The City shall also provide an Accidental Death and Dismemberment Benefit for employees to become effective on the 1st of the month following the date that this agreement is ratified by both parties.

Employees shall be permitted to purchase additional Term Life Insurance referenced above up to a maximum of fifty thousand dollars (\$50,000.00) at a flat rate similar to the City's group cost under the following conditions: a) fifty-five percent (55%) of bargaining unit members must purchase the additional insurance; b) no medical exam will be required if enrolled during the initial enrollment period; and c) employee payments shall be by payroll deduction. This provision will be in effect after the agreement has been ratified and the carrier has specified a timeline for commencement after the enrollment kits have been tendered to the employees.

UNION PROPOSAL #31

ARTICLE XX, SECTIONS 1-3

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~~ The clothing allowance shall be one thousand dollars (\$1,000.00) 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 **four hundred and fifty dollars (\$450.00)**. ~~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.**

UNION PROPOSAL #33

SCHEDULE A (Changes only)

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~~

~~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.~~

Black embroidered polo shirt if affordable

UNION PROPOSAL #34

ARTICLE XXIII, SECTION 1

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

<u>Effective and Retroactive to 7/1/2020</u>	<u>2.0%</u>
<u>7/1/2021</u>	<u>2.25%</u>
<u>7/1/2022</u>	<u>2.25%</u>

UNION PROPOSAL #35

ARTICLE XXIII, SECTION 1

- b. Additional compensation shall be paid as follows:

1. ~~Effective July 1, 2016, t~~The Field Training Officer shall receive **sixty dollars** for each day of service-in that capacity.
2. ~~Effective July 1, 2016, t~~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~~ Officers** who conduct training 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 \$300 upon completion of each year of service. ~~Effective July 1, 2016, this stipend shall increase to \$300.00~~
8. **The Records Division Supervisor and Detective Division Lieutenant shall receive an annual stipend equal to five percent (5%) of his/her base pay in addition to an Administrative Schedule of 5-2/4-3, for as long as each of them holds that assignment.**

UNION PROPOSAL #37

ARTICLE XXIII, SECTION 5(NEW)

Premium Pay:

Employees required to work the evening shift or the midnight shift of which the hours being defined in the CBA, shall receive in addition to their regular pay, a premium pay for this week as determined within this section.

.25 per hour for Evening shift personnel

.35 per hour for Midnight shift personnel

Premium pay will not be paid for any day shift assignments or shifts beginning after 0800 Hrs.

Premium pay will not be received for continuous hours worked into the day shift from the identified midnight shift hours.

CITY PROPOSAL # 1

ARTICLE IV, SECTION 3

Effective April 18, 2016 _____, 2020, the ~~The~~ rate of pay of such extra duty for patrol officers, Detectives and Sergeant's so assigned shall be 1 ½ 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%)~~ **fifteen percent (15%)** of any billing, which amount shall be retained by the City to be applied to the costs of administration and overhead.

CITY PROPOSAL # 4

ARTICLE VI, SECTION 10

~~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.~~

CITY PROPOSAL # 5

ARTICLE VI, SECTION 9

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. **The rate of pay will be one rank above the employee's normal rank. The rate of pay for Detectives will be capped at Sergeant's rate of pay.**

CITY PROPOSAL # 7

ARTICLE VIII, SECTION 4.b.2

Notice of intent to carry over vacation time must be given to the Chief by ~~August 1~~ **December 1** the calendar year ~~proceeding~~ **preceding** the year in which the vacation will be used.

CITY PROPOSAL # 9

ARTICLE IX, 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. **This will not apply if twenty-eight (28) days remain in the bid cycle unless approved by the Chief.**

CITY PROPOSAL # 10

ARTICLE IX, SECTION 7

When more than one (1) Patrolman is appointed to the Department on the same day, the Department seniority of 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~~ **by the individual having the highest class score upon the completion of the minimum basic police training. If a person is appointed to the Department on the same day who is already certified, they will be senior to those non-certified individuals.**

CITY PROPOSAL # 13

ARTICLE IX, SECTION 2

Each employee may be required to attend fifty-six (56) hours of in-service training in each calendar year. Said training will be in not less than four (4) hour blocks **for any training that is outside of the City of Torrington. This shall not apply to any training within the city limits.** 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 ($1\frac{1}{2}$) ($1\frac{1}{2}$).

CITY PROPOSAL # 14

ARTICLE XIII, 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 ~~a 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 **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.**
- 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.

CITY PROPOSAL # 15

ARTICLE XIII, 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. **Employees who become eligible at the time the exam is given may apply for the position.**

CITY PROPOSAL # 16

ARTICLE XIII, SECTION 2a

- 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.~~ The testing company or proctor of the exam shall determine whether or not the employees may review and compare his/her answers to the official questions and answers, but in no event shall such review, if any, give rise to any appeal through the grievance procedure or otherwise.

CITY PROPOSAL # 18

ARTICLE XIII, 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. **If no eligible Patrolman, Sergeant, Lieutenant, Captain or other rank applies for the position, the Chief may appoint an employee to fill the position regardless of eligibility based upon operational needs as determined by the Chief after asking for volunteers to fill the position.**

- 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 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.~~ **to leave the assignment and such change shall cease upon a reasonable transition time to fill the vacancy.**
- e. **When two or more bargaining unit members are in the same Special Assignment, serving in the same unit, seniority will be based upon the employee's time within the specialized unit for shift bid purposes and time off requests.**

CITY PROPOSAL # 25

ARTICLE XVI, SECTION 2b

No additional cost in any respect shall be imposed upon the Department or City at the time of the swap agreement. **The officer who fails to show up after an agreed upon swap or shift change may be subject to disciplinary action. If an officer is working a shift for which he agreed to swap, he may be subject to involuntary overtime as described in Article VI, Section 12.**

CITY PROPOSAL # 26

ARTICLE XVIII INSURANCE

Change to reflect that the OAP is no longer offered, but will still be available to certain employees in accordance with subsection c above with updated cost share amounts.

CITY PROPOSAL # 31

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, 2020**, the City shall pay **eighty-six and ½ percent (86.5%)** and all employees pay **thirteen and one-half percent (13.5%)** of the cost of coverage under the HDHP HSA.

b. Effective **July 1, 2021**, the City shall pay **eighty-six percent (86%)** and all employees pay **fourteen percent (14%)** of the cost of coverage under the HDHP HSA.

c. Effective **July 1, 2022**, the City shall pay **eighty-five and one-half percent (85.5%)** and all employees shall pay **fourteen and one-half percent (14.5%)** of the cost of coverage under the HDHP HSA.

CITY OF TORRINGTON

TORRINGTON POLICE UNION

Jaime M. Lamere
Jaime M. Lamere, Personnel Director
Date: 2/23/2021

Todd Faden
Todd Faden, President
Date: 2/23/2021