

City Of Torrington



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Torrington, CT 06790

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Human Resources Dept.

Date: February 2, 2024
To: Honorable City Council Members
Honorable Mayor Elinor C. Carbone
From: Denise Kurpiewski, Director of Human Resources
Re: Request a vote to authorize the Mayor to execute and amend police union contract,
***"Agreement between City of Torrington, Connecticut and Torrington Police Union,
Fraternal Order of Police Lodge 52," dated July 1, 2023 through June 30, 2026***

The attached bargaining agreement represents the negotiated and ratified police union successor contract covering the period identified above.

Background:

Prior to the parties commencing negotiations, and for a period of at least five years, the City's recruitment and retention of patrol officers has been negatively impacted by barriers. As of this writing, the department currently has 12 vacancies.

Accordingly, the police administration, city officials, department staff, and affected officers worked in partnership to research and conduct meaningful dialogue leading up to and involving contract negotiations. Special thanks are extended to all who participated in and supported both parties' goal of conducting professional, respectful, and effective negotiations. Although minor changes were initiated in this successor contract, the primary focus of negotiations was addressing the barriers affecting police recruitment and retention: wages and pension benefits.

Following the issuance of Interest Arbitration 2015-MBA-282, the exclusive retirement plan for police is a defined contribution plan. While the 8% City contribution toward such plan represents an engaging factor, the appeal associated with defined benefit plans offered by some of Torrington's competition remains compelling to prospective candidates. Accordingly, wages were adjusted to increase Torrington's overall profile in attracting and retaining quality candidates.

A summary of contract changes is presented below:

1. The unit has new representation
 - Fraternal Order of Police Lodge 52
2. Wage increases
 - a. 7/1/2023 – base equity adjustment of \$5,000 + 3.25% general wage increase (GWI)
 - b. 7/1/2024 – 3.5% GWI
 - c. 7/1/2025 – 3.5% GWI
 - d. Special investigator compensation
 - e. Drug recognition expert compensation
 - f. Veteran – recognition and clarification
3. Involuntary overtime
 - Expanded to include drone operator and evidence back-up officer
4. Vacation
 - Clarifying carry over
5. Seniority
 - a. Rank clarification
 - b. Temporary shift changes
 - c. Associated dispute resolution
6. Promotion
 - Process clarifications
7. General provisions
 - Critical incident involvement – minimum protocol
8. Hours of work
 - a. School Resource Officer (SRO)
 - b. Light duty
9. Military leave
 - Clarification

This request is respectfully submitted for consideration of the city council's affirmative vote to authorize Mayor Carbone to fully execute the union contract.

Please do not hesitate to let me know if you have any questions regarding this matter.

attachment

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AGREEMENT

Between

CITY OF TORRINGTON, CONNECTICUT

and

TORRINGTON POLICE UNION,

FRATERNAL ORDER OF POLICE LODGE 52

July 1, 2023- June 30, 2026

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**AGREEMENT BETWEEN THE CITY OF TORRINGTON, CONNECTICUT AND
THE
TORRINGTON POLICE UNION, FRATERNAL ORDER OF POLICE LODGE 52**

PREAMBLE

The following contract by and between respectively, The City of Torrington, hereinafter referred to as the "City" and **The Torrington Police Union, Fraternal Order of Police Lodge 52**, 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

OPEN FOR LATER USE

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

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 1/2 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 fifteen percent (15%) of any billing, which amount shall be retained by the City to be applied to the costs of administration and overhead.

SECTION 4

Extra Duty assignments will be scheduled for either four (4) or eight (8) hours in length. with four (4) hours 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.

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

SECTION 9

Any employee assigned to extra duty work on any holiday recognized in this Contract, shall receive pay at twice the employee's hourly rate, but no less than twice a sergeant's hourly rate.

Any employee on an extra duty assignment involving construction, utility or tree work between the hours of 18:00 and 06:00, on weekends and on the aforementioned holidays, shall receive pay at twice the employee's hourly rate, but no less than twice a sergeant's hourly rate, for all hours worked.

With the exception of holidays, these rates shall not apply when work of this nature is an assignment that is being paid for by the City of Torrington, the Board of Education, civic groups, charitable groups, educational groups and non-profit organizations.

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.

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.

SECTION 13

If an assignment is cancelled by the contractor within four (4) hours of the start time of the assignment, the officer shall be paid for the entirety of the scheduled assignment at his/her extra duty rate. This shall include officers that may already be working on Dayshift, Evening shift and Midnight shift. Assignments cancelled by the department to fill staffing shortages and assignments paid directly by the City and the Board of Education are not subject to this provision.

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.

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 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.
- 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 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.

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 an 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 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

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 use 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.

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

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 an 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.

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. That Officer shall be identified as the OIC (Officer in Charge) and shall not assume the title of "acting" as defined in Art. 13 Sec. 6.

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.

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 three (3) months; and when any employee removes his/her name from said list, it shall remain off the list for a minimum of one month.
- d. Separate rotating computer card files will be used for overtime available in Patrol Division and Investigative Services.
- e. Involuntary (order in) overtime means any overtime not voluntarily taken by the employee.
- f. 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.

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. 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 an 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.
 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 a 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 into a full regular patrol shift to maintain minimum staffing and does not include those that are on an 'on-call' status".

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 **or a drone operator** 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 **or drone operator** 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 **or drone operator** which is canceled while enroute 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 **or drone operator** 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 **or as an evidence back-up officer** who is called in to open the impound gate 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 enroute to the call will be compensated with 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 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. 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 one (1) year or more year of service shall receive the following annual vacation with pay:

- 1 Year and 1 day, but less than 5 Years — twelve (12) workdays.
- 5 Years, but less than 10 Years — fifteen (15) workdays.
- 10 Years, but less than 16 Years. — twenty (20) workdays.
- 16 Years and Over- twenty-five (25) workdays.

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 an 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. 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.
 1. Notice of intent to carry over vacation must be given to the Chief by December 1 in the calendar year preceding the year in which the vacation will be used.
 2. Such carry over must be approved by the Chief.
 3. 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.
 4. Any such carried over vacation may not be "cashed in" or included in any pension benefit calculation.
 5. **Employees whose anniversary dates are in December and earn additional vacation time due to their date falling in this time frame may carry over the additional time earned by notifying the Chief prior to December 1st in the calendar year preceding the year in which the vacation will be used.**

SECTION 5

- a. Choice of date by employees shall be granted 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.

Each request of time off per employee is a submission for a day or days off for only one shift at a time of submission (one shift being: days, or eves, or mids), not multiple shift submissions for the same day request by one employee.

An employee who voluntarily changes shifts shall not be guaranteed previously approved vacation days on the new shift, in accordance with Article VIII, Section 4 of this agreement. The seniority rights of the employee voluntarily changing shifts shall not apply in this situation.

- 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 of 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 of vacation to their credit must take a block of five (5) consecutive workdays 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, Sergeant, **Lieutenant or Captain** 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. This will not apply if twenty-eight (28) days remain in the bid cycle unless approved by the Chief.

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 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.

SECTION 8

This section is available for future use.

SECTION 9

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

(1) Purpose of Shift Changes:

a. The Chief reserves the right to temporarily change a Patrolman and Detectives, shift assignment for legitimate reasons to address a clearly defined need or deficiency of the department with the intent to enhance the employee's professional growth and contribute to the overall efficiency of the employee affected as well as the workforce that includes but is not limited to operational needs, workload distribution, and to complete necessary paperwork regarding the completion of investigations and reports. Said shift change shall not be for more than 6 months in any one years time frame (January - December).

(2) Notice and Consultation:

- a. Prior to any shift reassignment for training, the Chief shall provide written notice to the affected employee, outlining the specific training objectives and purposes, the duration of the reassignment, and the anticipated benefits and expectations for both the employee and the organization. The Chief shall also engage in good-faith consultation with the affected employee to address any concerns or potential conflicts.**

(3) Compensation and Benefits: During the temporary shift reassignment for purposes described, the employee shall continue to receive their regular compensation, including any applicable shift differentials, and shall retain all associated benefits.

(4) Return to Original Shift: Upon completion of the temporary shift assignment period, the employee shall be returned to their original shift, unless mutually agreed otherwise between the Chief and the employee. The return to the original shift shall be implemented promptly and without any adverse impact on the employee's rights, benefits, or working conditions.

(5) Non-Disciplinary Nature:

It is expressly understood that the shift reassignment for purposes described is non-disciplinary and shall not be construed as a punitive measure.

(6). Grievance Procedure:

In the event of any dispute or disagreement arising from a shift reassignment for purposes described, the parties agree to utilize the grievance procedure outlined in this agreement to resolve the matter in a fair and expeditious manner.

(a) Mediation:

If a dispute arises regarding a shift change, the parties agree to engage in mediation as a first step to resolve the matter amicably.

(7): Implementation of Changes

The Chief or designee agrees to implement shift changes in a manner that minimizes disruption to the affected employee(s) and provides adequate support during the transition.

(8) Review and Adjustment:

The parties agree to periodically review the impact of shift changes on employees and, if necessary, make adjustments to ensure fairness and efficiency.

This language aims to protect the rights of the employee while providing the flexibility for the chief to facilitate a temporary shift reassignment without punitive implications.

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 increased 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 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 employee's seniority rights, with regards to the shift seniority, when the employee is regularly assigned to the midnight shift.

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 for any training this is outside of the City of Torrington. This shall not apply to 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 ½).
- b. **If an employee is assigned to mandatory training under 5 days, and such training falls on a regular day(s) off**, the employee may elect one of the following
1) a change in a day or 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.

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 ten (10) 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 ten (10) day period. 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 competent and impartial agency to conduct a written examination for those candidates who had made timely application and were eligible to apply. **If only one candidate applies to the position, the examination process for multiple candidates may be waived by the chief. The chief will determine a promotion process for that one candidate that may include an oral board.**
- 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 **outside departments. Efforts will be made to ensure that the outside personnel will be at least one (1) rank higher than the position being tested but may be of equal rank and not of lower rank to the position being tested in the event that a higher ranked participant is not available** and shall be residents of the State of Connecticut. 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 **sixty percent (60%)** for the written examination, **forty percent (40%)** 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. 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. 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 the 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.
- h. The name of any candidate who refuses a promotion shall be placed below all other ranking candidates, if any.
- i. There shall be a new list generated if a list has been active for one (1) year with no promotions from said list.

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 remaining personnel within the eligible rank, then the next lowest grade or rank once those within the eligible rank no longer exist to be promoted. This will be 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.

- a. 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.

SECTION 3

Promoted personnel shall serve a probationary period of 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.

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. 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 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 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.
- f. **Special investigators assigned temporarily to the detective division will be required to be on-call and subject to the same contractual obligations set forth for the detective's rank. Permanently assigned detectives will retain seniority over officers assigned to the temporary special assignments.**

SECTION 6

For any long-term acting positions (**greater than 21 calendar days**) 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. **The term "acting" for those serving in that temporary position, shall be assigned to one who serves in a higher rank greater and not less than 21 days as described above in which the officer will be considered to be in that temporary promoted rank to fill such vacancy.**

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.

All department memorandums of agreement and memorandums of understanding are incorporated in this collective bargaining agreement by reference.

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 provided that such beard or goatee 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 only in the same division at the discretion of the Chief.

SECTION 12

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

SECTION 13

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.

An employee directly involved in a critical incident will be placed on paid administrative leave for a minimum of seventy-two (72) hours following the scheduled ending time of the employee's shift during which the incident occurred. A critical incident includes but is not limited to the following:

- a. Officer-involved shooting.**
- b. Fire or vehicle crash resulting in serious injury or death.**
- c. Being a victim of a felonious assault.**
- d. Death of a colleague.**
- e. Death of someone in the custody of the officer.**
- f. Death of a child.**
- g. Incident involving multiple deaths.**

The seventy-two hour period will run concurrently with related injury leave, administrative leave and scheduled days -off.

SECTION 14

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.

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 five (5) days or more, 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 Chiefs 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 nonworking 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.
- i. **Personnel that are assigned as SRO's (School Resource Officers) will be assigned a work schedule consistent with the school schedule during the regular school year while school is in session and will receive those holidays off within the school year. This does not include extended school recesses/closures consisting of spring, winter or Christmas breaks, or any other extended school related time off. SRO's will report to the day shift in the event that school is called off due to a weather event or other emergency, unless the SRO is required to be present at their assigned school. SRO's will report back to their regular patrol shifts and patrol schedules during the summer break and may be assigned special details during the summer months or extended school breaks as determined by the chief.**

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. 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.
- 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.

SECTION 5:

Light duty assignments will not be a permanent position. If on light duty, the employee will not be eligible for an OIC or acting position and will not be entitled to that higher rate of pay or rank.

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

Additional days 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:

	\$2,000
Single deductible	
Family deductible	\$4,000
Coinsurance	After deductible is met plan pays 100% in network; 80% out of network (OON)
	(Medical and RX
Single out of pocket maximum	\$5,000 (includes deductible and OON coinsurance and Post Deductible RX Copays)
Family out of pocket maximum	\$10,000 (includes deductible and OON coinsurance and Post Deductible RX Copays)
In-Network Preventive Visits	100% (not subject to deductible)
In-Network Office visit	100% after deductible
In-Network Hospital/Outpatient	100% after deductible
In-Network Therapy	100% after deductible
Post Deductible Rx	\$0 Generic/ \$15 Preferred Brand/\$30 Non-Preferred Brand
City HSA Account Funding	50% (1000 Single/2000 Family)
	City to pay set up and Maintenance fees for HAS

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, 2020, the City shall pay eighty-six and V2 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 (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.

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

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

d. 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 FISA (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). 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.

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	Federal Recognized Date
Lincoln's Birthday	Federal Recognized Date
Washington's Birthday	Federal Recognized Date
Good Friday	Traditional
Easter Sunday	Traditional
Memorial Day	Federal Recognized Date
Independence Day	July 04
Labor Day	Federal Recognized Date
Columbus Day	Federal Recognized Date
Veteran's Day	Federal Recognized Date
Thanksgiving Day	Traditional
Christmas Day	Traditional

ADD LANGUAGE:

Holidays will be observed and consistent with Federal and/or State recognized observances of such holidays identified above.

SECTION 2

To be eligible for holiday pay, the employee must work his last scheduled workday prior to the holiday and his first scheduled workday 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 paycheck 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 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. 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 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).

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 \$600.00, and the shoe allowance shall be \$200.00.

SECTION 4

Employees are permitted to alternate between short and long sleeve attire at any time. The Chief may designate uniforms for special occasions.

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.

If an employee has not been subject to random drug testing during the 3-year certification cycle, within 60 days of certification renewal, the employee will be subject to testing determined by POST/State Statute, screening requirements.

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 **substances that have been identified by state statute and POST requirements**. 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:

Rank	7/1/2023 Weekly Equity + 3.25%	Hourly Rate	7/1/2024 Weekly 3.5%	Hourly Rate	7/1/2025 Weekly 3.5%	Hourly Rate
Captain	2,295.5342	57.3884	2,375.8779	59.3969	2,459.0337	61.4758
Lieutenant	2,093.7203	52.3430	2,167.0005	54.1750	2,242.8456	56.0711
Sergeant	1,897.1237	47.4281	1,963.5230	49.0881	2,032.2463	50.8062
Detective/ Evidence Officer	1,777.4233	44.4356	1,839.6332	45.9908	1,904.0203	47.6005
Patrolman "A"	1,696.2845	42.4071	1,755.6545	43.8914	1,817.1024	45.4276
Patrolman "B"	1,592.6771	39.8169	1,648.4208	41.2105	1,706.1155	42.6529
Patrolman "C"	1,549.1496	38.7287	1,603.3698	40.0842	1,659.4878	41.4872
Patrolman Probationary	1,446.4594	36.1615	1,497.0855	37.4271	1,549.4835	38.7371

b. Additional compensation shall be paid as follows:

1. The Field Training Officer shall receive sixty dollars for each day of service in that capacity.
2. 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 \$750.00.
4. Each employee serving on the Accident Investigation Team shall receive an annual stipend of \$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 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 \$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.
9. **Special investigators assigned temporarily to the detective/investigation unit, will be entitled to the same payment and benefits as received by those of the detectives rank as spelled out by contractual obligations.**
10. **Any employee assigned to be a DRE (Drug Recognition Expert), 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 DRE call which exceeds four (4) hours will be compensated hour for hour pay at time and one-half his/her regular rate of pay. Any DRE who is cancelled while in-route to the call will be compensated two (2) hours pay at time and one-half his/her regular rate of pay. Any DRE called in to support an AIT call out on a 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 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 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 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 for 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.

SECTION 5

Employees required to work the evening shift or the midnight shift of which the hours being defined by 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.

SECTION 6

Any officer who is a military veteran will receive an annual payment of \$500.00 (five hundred dollars), paid on the same date as the other stipends in this agreement. Veteran must provide DD – 214 (proof of service record) showing veteran was released or discharged therefrom under conditions other than dishonorable.

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 1/2 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 to 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 to 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 $\frac{1}{2}$ 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 $\$20000/2 = \$1000 \times 9\% = \$90$ 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 $\frac{1}{2}$ 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.

SECTION 19

DEFERRED RETIREMENT OPTION PLAN (DROP)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into by and between the City of Torrington ("City") and Torrington Police Union ("Local 442, Council 4, AFSCME, AFL-CIO", "Union").

WHEREAS the City and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2021, through June 30, 2023 ("Collective Bargaining Agreement"); and

WHEREAS the parties wish to memorialize their understanding of the terms and conditions of the implementation of a Deferred Retirement Option Plan (hereinafter "DROP") intended to provide an alternative retirement option to all current employees who are eligible to retire under the terms of the collective bargaining agreement between the City of Torrington and Torrington Police Union
local #442 and Council #4, AFSCME, AFL-CIO;

NOW THEREFORE, the parties hereby agree as follows:

Deferred Retirement Option Plan

The Deferred Retirement Option Plan (hereinafter "DROP") is intended to provide an alternative retirement option to all current employees who are eligible to retire under the terms of the collective bargaining agreement between the City of Torrington and Torrington Police Union Local #442 and Council #4, AFSCME, AFL-CIO.

DROP Period:

The DROP Period is defined as the time after the member has elected the DROP, commencing on the date the first amount is credited to the designated DROP account, through the date that the employee separates from City Service.

The DROP Period must begin on the first day of a calendar month and end on the last day of a calendar month.

Eligibility Requirements:

Any employee who is POST certified and who shall have completed ten (10) years of service and upon attaining age 55 or regardless of age, upon reaching his/her twenty-fifth (25th) anniversary from date of hire, shall be entitled to elect the DROP retirement option.

Any employee/participant who has accumulated sick leave or compensatory time to his/her credit, may use this time in accordance with the current collective bargaining agreement to extend the period of employment represented by the amount of sick leave or compensatory time paid to calculate his/her length of service.

Any time which is used to extend length of service will be paid out to the employee/participant as follows: 50% at the start of the DROP period and 50% at the completion of the DROP period. Any additional time which remains shall be carried forward into the DROP period.

Length of DROP:

The DROP Period shall be a minimum of two (2) years to a maximum of five (5) years in length and shall be in increments of years. When the employee/participant elects the DROP they shall identify the length of time, in years, they plan on participating. The employee/participant shall provide written notice, at least 90 days prior to the end of the selected DROP term, to the City of his/her intention to renew their DROP for an additional year or whether they will be separating from service.

Any member who has elected the DROP may separate from City service at any time during the DROP period and such separation will mark the termination of the DROP period and the commencement of normal pension benefits at 100%. The employee/participant shall provide written notice, at least 90 days prior to such separation if possible.

Written Notice of Intent to DROP:

Any member meeting the requirements at the date of the execution of this agreement shall provide at least 90 days written notice to the City of his/her intention to elect the DROP Option. Said written notice shall include the necessary employee/member information, date to commence DROP, and the term/length of the elected DROP Period.

DROP Benefits:

Any employee electing the DROP will be considered retired with respect to the Pension Plan calculation but will not have separated from City service. Notwithstanding any other provision within the pension plan to the contrary, a member does not need to leave City service to qualify for pension benefits if that member had elected the DROP. The employees who have elected the DROP may remain in City service at their current rank, with all the benefits of the Collective Bargaining Agreement, (i.e., accrue and receive vacation, sick, and holiday time), through and including the completion of their DROP period, except there shall be no tuition reimbursement available pursuant to Article XXIII, Section 3 of the collective bargaining agreement. There shall only be promotional opportunities for these employees per agreement with the Union and the City.

During the elected DROP period, the employee/participant's monthly pension amount that would have been payable had the member elected to retire will be credited to the record

keeping account of the member within the Police Pension fund. Such amounts shall be credited with interest as follows: At the end of the DROP period, these funds, with interest accrued at the rate of the two-year average T-bill, adjusted annually, to a maximum of five percent (5%) per annum, on each year's balance, shall be paid in a lump sum to the employee/participant. Payment shall be made within thirty (30) days of the member's separation from service.

During the DROP period, the monthly pension payment will be 90% of the monthly pension amount the employee was entitled to receive had the member retired without electing DROP.

Completion of DROP:

Upon the completion of the DROP Period the employee/participant will be considered retired. No employee/participant will be allowed to continue working for the City of Torrington (in their capacity as a police officer) after the completion of their respective DROP period. This would not affect an employee/participant's ability to become a Supernumerary Officer if such position were to exist in the City.

When the employee/participant completes the DROP period, the accrued sick time and compensatory time he/she has remaining will be paid out when they separate from City service. The amount of sick time and compensatory time which can be paid shall be in accordance with the current collective bargaining agreement. These funds will be paid to the employee in a lump sum with fifty percent (50%) paid at the start of the DROP period and fifty percent (50%) paid at the completion of the DROP period. Payment for sick leave shall never exceed the maximum allowed under the current collective bargaining agreement. If the employee/participant used any of this time to extend their length of service, the amount of time used will be subtracted from their total available amount as per the current collective bargaining agreement.

The retired employee shall be entitled to full ownership of one hundred percent (100%) of the DROP account balance, with accrued interest herein describe, within thirty (30) days of his/her separation from service. Upon completion of the DROP Period, the retired employee shall commence receiving monthly pension benefits {i.e., 100% of his/her normal retirement benefits determined as of the DROP effective date}.

Insurance Benefit:

Participants who elect the DROP shall participate in the then current police contract medical and dental plans and contribute the same premium cost share as active employees/participants during their elected DROP Period. Except for premium cost shares to be paid during the DROP period as mentioned above, all other medical insurance benefits for DROP participants shall be frozen based upon the terms of the collective bargaining agreement in place at the time the participant entered DROP. Upon completion of the DROP, the employee's cost share will revert to the cost share the employee paid upon retirement and any increases will be subject to ARTICLE XXIV Section 11.

Injury and/or Death During DROP:

Employee/participant members that are in their elected DROP Period who sustain injury shall be entitled to all Workers Compensation Benefits as if an active employee/participant. If the employee/participant becomes disabled while in the DROP Period, said employee/participant shall discontinue the DROP and receive their normal pension.

If the employee/participant dies, in accordance with the terms of the Police Pension Fund, during the DROP Period, his/her beneficiary/beneficiaries will receive payment equal to 100% of the amount of the pension payments accrued during the DROP Period up until the date of death. This payment will be made by the City within sixty (60) calendar days of the date of death. Thereafter, pension payments will be made in accordance with the terms of the Fund.

Survivorship options:

If a DROP participant dies during his or her participation period, all funds in that participant's account shall be disbursed to the participant's beneficiary or beneficiaries listed in the DROP contract. Upon death of a DROP participant, either during or following his or her DROP terms, the death and survivor benefits will be payable by the pension plan in accordance with the collective bargaining agreement with the stipulation that the monthly pension benefit upon which survivorship calculations are determined shall be that amount determined by division of the retirement rate.

The parties have reached this Agreement as of this 15th day of April 2022.

Jaime LaMere
Personnel Director
City of Torrington
CIO

Gregory Wityak
Union President
Local 442, Council 4, AFSCME, AFL-

Attorney Kelly Rommel
Union Attorney
Council 4, AFSCME, AFL-CIO

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 is a member of the Armed Forces of the United States or any Reserve or National Guard unit shall be entitled to military leave as required for such service per the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Connecticut General Statutes

SECTION 2

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

SECTION 3

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.

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 Chiefs 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, 2023** where applicable and shall remain in effect to **June 30, 2026**. 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.

FOR THE CITY

FOR THE UNION

Elinor C. Carbone
Mayor, City of Torrington

Matthew Gonska
Union President

Edward Mumm
Union Vice President

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
BDU pants-Summer Weight/Winter/Weight
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
Any equipment with an alternative designed for a female officer
Black embroidered polo shirt if affordable