

AGREEMENT
BETWEEN
THE CITY OF TORRINGTON
And
LOCAL **2212** OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO
(TORRINGTON CITY HALL EMPLOYEES)
July 1, 2015 - June 30, 2018

TABLE OF CONTENTS

	<u>PAGE NO.</u>
..... Preamble	1
Article I..... Recognition	1
Article II..... Dues Check Off.....	2
Article III..... Sick Leave.....	3
Article IV..... Bereavement Leave.....	4
Article V..... Hours of Work	5
Article VI..... Vacations.....	7
Article VII..... Holidays and Personal Leave Days.....	9
Article VIII..... Seniority.....	10
Article IX..... Vacancies and Transfers	12
Article X..... Prior Practice.....	13
Article XI..... Shop Steward	13
Article XII..... Safety and Health.....	13
Article XIII..... Longevity.....	14
Article XIV..... Bulletin Boards	15
Article XV..... Military Leave.....	15
Article XVI..... Annual Increments	16
Article XVII..... Grievance Procedure.....	16
Article XVIII..... Medical Coverage.....	18
Article XIX..... Life Insurance	20
Article XX..... Disability Benefit.....	21
Article XXI..... Retirement.....	21
Article XXII..... Non-Members of Pension and Retirement Plan	21
Article XXIII..... Terminal Leave	22
Article XXIV..... Rates of Pay.....	22
Article XXV..... Discipline.....	23
Article XXVI..... No Subcontracting and Assigning-Out Bargaining Unit Work.....	23
Article XXVII..... Part-Time Employees.....	23
Article XXVIII..... Anti-Discrimination	24
Article XXIX..... Full and Complete Agreement.....	24
Article XXX..... Duration	25
..... Signature Page	25
SCHEDULE A..... Wages.....	26
SCHEDULE B..... Wages.....	27
SCHEDULE C..... Wages.....	28
SCHEDULE D..... Classifications and Labor Grades.....	29
SCHEDULE E..... Cigna OAP Description.....	30
SCHEDULE F..... Cigna High Deductible HSA Plan Description.....	33
EXHIBIT R..... Pension.....	37

AGREEMENT BETWEEN
THE CITY OF TORRINGTON
AND
LOCAL 2212 OF COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

(TORRINGTON City EMPLOYEES)

PREAMBLE

The following Agreement by and between, respectively, the City of Torrington, hereinafter referred to as the "City" and Local 2212 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, City Hall Employees, excluding seasonal and supervisory employees employed by the City of Torrington, hereinafter referred to as the "Union", is designed to maintain and promote 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

Section 1.1

The City recognizes the Union as the representative for the purpose of collective bargaining by the City Hall employees, and Clerical employees of other departments, excluding the Board of Education employees, seasonal and supervisory employees employed by the City of Torrington, Connecticut, and that said Union is the exclusive representative of all such employees for the purposes of collective bargaining with respect to rate of pay, hours of employment and other conditions of employment.

Section 1.2

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing in the Union during the term of the Agreement or pay service fees, as certified by the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay services fees, as certified by the Union.

Section 1.3 - Union Activities

Approved Union Delegates shall be allowed time off with pay to attend the below mentioned Union functions:

State Labor Council Convention;
Council #4 Convention; and
AFSCME Convention

Stewards and/or officers shall be entitled to two (2) days off for training.
Total days under this section are not to exceed twenty (20) days per year.

Section 1.3.1

The president shall be entitled to time off for negotiations and MPP complaints.

ARTICLE II
DUES CHECK OFF

Section 2.1

The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized deduction card, as certified by the Secretary or other authorized official of the Union, and which are Union dues or service fees as certified by the Union. Deductions shall be made the third week of each month.

The total amount deducted each month in accordance with the provisions of this Agreement will be remitted by the City together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Treasurer of the Union. Such remittance shall be made by the last day of the month in which deductions are made. The City will provide an up to date list of bargaining unit employees with names and addresses of all such employees, mailed to the Treasurer of the Union not later than December first of each year.

Section 2.2

The City shall give to each present employee and to each such new employee when he is hired, a copy of this Contract.

Section 2.3

The City shall provide the copies of this Contract required under Section 2.2, at no cost to the Union.

Section 2.4

It shall be the responsibility of the City to see that a copy of this Agreement is given to newly hired employee(s).

Section 2.5

The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits, judgments, or other forms of liability that shall arise out of or by reason of action taken by the City for the purpose of complying with the dues or service fees deduction provisions in Article I and Article II of this Agreement.

ARTICLE III
SICK LEAVE

Section 3.1

Sick leave shall be considered to be absence from duty with pay for the following reasons: Illness or injury, except where such illness or injury arises out of or in the course of employment by an employer other than the City.

a. When an employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours. If a reasonable length of time is used, it shall not be deducted from sick leave.

b. When serious illness of a member of the employee's immediate family requires his/her personal attendance, and if supported by a Medical Certificate.

Section 3.2

Sick leave shall accrue at the rate of one and one-quarter (1-1/4) working days for each completed month of continuous full-time service.

a. Sick leave may accumulate to a maximum of one hundred fifty (150) working days for anyone employed on May 16, 2007 and one hundred thirty-five (135) working days for anyone hired after said date. Any employee having more than 150 days accumulated shall not continue to accrue additional days until his/her accumulation falls below 150 days and thereafter shall not exceed said 150 days.

b. In the event of death of an employee, or his termination for any other reason than retirement, payment shall be made for the accrued sick leave of the employee at the time of death or such termination to a maximum of one hundred thirty-five (135) days if he/she was employed on May 16, 2007. Employees hired after July 1, 2002 shall be eligible for such payment only if they have completed five (5) years of service. There shall be no payment for accrued sick leave for anyone hired after May 16, 2007.

Section 3.3

Sick leave shall be granted only to permanent full-time employees except that a permanent employee working less than full time shall be granted sick leave in proportion to the amount of time worked. Each employee shall be notified of the sum of his accumulated sick leave quarterly by **the respective departmental timekeepers.**

Section 3.4

When an employee receives payment from the City under the provisions of this Article, he shall assign to the City upon request his right to recover the amount of such payment against any third party who may have been responsible for such illness or injury. Such employee shall reimburse the City to the extent of such payments upon the settlement or judgment of any claim against any third party.

Section 3.5

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 3.6

Any full-time permanent employee on disability compensation as a result of injury received while performing his assigned duties shall accrue sick leave the same as other full-time permanent employees.

Section 3.7

A Medical Certificate signed by a licensed physician or other practitioner whose method of healing is recognized by Connecticut State authorities may be required for any period of absence of more than **four (4)** consecutive working days or as supporting evidence when sick leave is requested for any period when an employee is on accrued vacation leave or when an employee's attendance record shows frequent or habitual absences because of claimed illness or injury.

Section 3.8

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

Section 3.9

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

Section 3.10

An employee who has exhausted his accumulated sick leave may request in writing an advance of sick leave privileges. If substantiated by a Medical Certificate, the Department Head shall advance to such employee sick leave privileges not to exceed one (1) day for each completed year of City service. Such advanced sick leave days so granted shall be repayable by the employee from his further earned sick leave accumulation.

ARTICLE IV
BEREAVEMENT LEAVE

Section 4.1

In the event of death in the immediate family, an employee shall be granted up to three (3) days of leave with pay. The Department Head may, at his discretion, grant an additional day of leave, such additional day, however, shall be charged as sick leave. For purposes of this Section, "immediate family" is defined as follows: Mother, Father, Wife, Husband, Brother, Sister, Child, Grandmother, Grandfather, Grandchild, Mother-in-Law, Father-in-Law, Daughter-in-Law, Son-in-Law or any relative who is domiciled in the employee's household.

Section 4.2

In the event of the death of an employee's Stepmother, Stepfather, Stepbrother, Stepsister, Brother-in-Law, Sister-in-Law, Aunt or Uncle, bereavement leave not to exceed one (1) day shall be granted.

ARTICLE V **HOURS OF WORK**

Section 5.1

This Section is intended to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

Section 5.2

The normal hours of work shall be eight (8) hours per day and forty (40) hours per week.

a. The daily hours of work shall be consecutive except for such rest periods as may be provided in accordance with practices heretofore prevailing in the bargaining unit covered by this Contract.

The normal hours of work shall not be less than the normal hours of work in effect for the July 1, 2002 – June 30, 2005 collective bargaining agreement (i.e. either thirty-seven and one-half (37½) or thirty-two and one-half (32½) hours per week) for the duration of this Agreement.

Section 5.3

Any hours worked by an employee in excess of eight (8) consecutive working hours or in excess of five (5) days within the work week, shall be paid for at the rate of one and one-half (1-1/2) times the regular established hourly rate for the employee. An employee not regularly scheduled to work on Sundays or holidays, shall be paid double such employee's hourly rate when required to work on a Sunday or holiday.

Section 5.3.1

An employee whose working hours commence after noon, shall be paid a shift differential of twenty-five (\$0.25) cents per hour in addition to his normal hourly rate. Such shift differential shall be paid for all hours worked by employees regularly scheduled to work on the night shift.

Section 5.3.2

In addition to payment provided in 5.3.1 above, such shift differential shall be paid for unworked hours compensated for in accordance with the provisions of this Agreement, including: sick days, holiday pay, personal days, vacation and longevity.

Section 5.4

If in the Department Head's belief it is necessary to establish schedules departing from this intent, the Department Head of the Department and the Shop Steward at the request of either party, shall confer to determine whether based upon the facts governing the

situation, mutually satisfactory modified schedules can be arranged. Determination of the regularly established starting time daily shall be made by the Department Head and such regularly established starting time may be changed by the Department Head from time to time to suit varying conditions that may arise, provided that all changes are discussed with the Shop Steward.

Section 5.5

Any authorized hours worked whether before or after the established eight (8) hour day shall be paid at the rate of one and one-half (1-1/2) times the regular established rate for the employee.

Section 5.6

Qualified eligible permanent employees shall first be offered any overtime work and temporary-emergency or part-time employees shall not be assigned to any overtime work provided there are permanent employees qualified and available to accept such overtime assignment within any reasonable length of time. In any event in case of emergency, the City reserves the right to fulfill its responsibility to the public but only after it has given full recognition to priorities set in this Section and such priorities have failed to provide available manpower as may be dictated by the emergency.

a. In order to fulfill the provisions of Section 5.6, the Department Head and the Shop Steward shall establish the procedure to be used in securing permanent employees for overtime assignments for both regular and emergency.

b. Failure upon the part of permanent employees to be available for overtime work shall not prohibit or deter the Department Head from carrying out the responsibilities of his office.

Section 5.7

Within a specific department unit, section, division, or like unit or organization overtime work shall be assigned by the Department Head first to available qualified permanent employees and the procedure as established in "a" of Section 5.6 of this Article, shall be respected and maintained.

Section 5.8

Any employee who may be called back to work after his regular work day is completed, shall receive a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times the rate of his established hourly rate.

a. Any employee required to work on other than an established work day, shall receive a minimum of three (3) hours of appropriate pay as determined by this Contract.

Section 5.9

City records pertaining to assigned overtime work for members of the bargaining unit covered by this Contract shall be made available to the proper Union Representative upon written request.

Section 5.10

Wherever the scheduled hours of work for any employee are seven (7) hours per day or thirty-five (35) hours per week, any authorized hours worked either before or after the established seven (7) hour day or the thirty-five hour week shall be paid at the rate of one and one-half (1-1/2) times the regular established hourly rate for the employee.

Section 5.11

Wherever the scheduled hours of work for an employee are seven (7) hours per day or thirty-five (35) hours per week, overtime shall not commence until the employee has worked seven (7) hours per day or thirty-five (35) hours per week as previously provided.

Section 5.12

Employees' wages shall be paid by check and presented in a sealed envelope.

ARTICLE VI **VACATIONS**

Section 6.1

Any full-time eligible permanent employee who has completed one (1) year of continuous service shall be granted vacation with pay in an amount not to exceed ten (10) working days or eighty (80) working hours for anyone assigned to a forty (40) hour weekly schedule and ten (10) working days or seventy (70) working hours for anyone assigned to a thirty-five (35) hour weekly schedule.

Section 6.2

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

Section 6.3

Each employee who has completed five (5) or more years of continuous service shall be granted additional vacation leave with pay according to the following schedule:

- a. After five (5) years, fifteen (15) working days.
- b. After eleven (11) years, seventeen (17) working days.
- c. After twelve (12) years, eighteen (18) working days.
- d. After thirteen (13) years, nineteen (19) working days.
- e. After fourteen (14) years, twenty (20) working days.
- f. After fifteen (15) years, twenty-one (21) working days.
- g. After twenty-one (21) years, twenty-two (22) working days.

- h. After twenty-two (22) years, twenty-three (23) working days.
- i. After twenty-three (23) years, twenty-four (24) working days.
- j. After twenty-four (24) years, twenty-five (25) working days.

Section 6.4

Vacations shall be scheduled with the approval of the Department Head, which approval shall not be unreasonably withheld, and shall be taken in any calendar year from January 1st to December 31st, immediately after completion of time as per Section 1, Section 2 and Section 3, conflicts shall be by seniority preference. Vacation time will be requested and scheduled at a minimum of one-half (1/2) of a scheduled working day. **Vacation balances that remain unused because of extended leaves of absence on paid Workers Compensation may not be carried over to the next vacation year**

Section 6.5

Any legal or specified holiday occurring during an employee's vacation shall be recorded as a holiday and not as a day of vacation.

Section 6.6

Any employee who is retired **or separated** from City service shall be entitled to the sum total of his/**her** vacation leave as of the date of retirement or separation.

Section 6.7

In the event of death of any employee, payment shall be made for vacation leave accrued to the employee at time of death to his estate.

Section 6.8

Vacation leave shall not be accumulative from one year to another, except that any full-time eligible permanent employee who shall have completed ten (10) years of service shall have the right to accumulate vacation time to the limit of two (2) weeks for the purposes of an extended vacation upon the following conditions:

- a. Such extended vacation shall be no longer than six (6) consecutive calendar weeks.
- b. Only one (1) such vacation may be taken in any five (5) year period.
- c. No such vacation may be taken unless four (4) months' notice is given to the Department Head, which requirement may be waived by the Department Head if the requirements of the Department so allow.
- d. It is understood that for purposes of this section two (2) weeks is defined as being equivalent to ten (10) work days.

Section 6.9

If an employee is sick while on vacation leave and provided a request is supported by a medical certificate acceptable to the appointing authority such sick time shall be charged against accrued sick leave.

ARTICLE VII
HOLIDAYS AND PERSONAL LEAVE DAYS

Section 7.1

There shall be **twelve and one-half (12-1/2)** paid holidays as follows:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Good Friday	Columbus Day	Christmas Day

1/2 Work Day - Day before Christmas Day:
4 hours for 40 hour employee
3-1/2 hours for 35 hour employees

If a holiday falls upon a Saturday, the Friday preceding shall be observed as the holiday.
If a holiday falls upon a Sunday, the Monday following shall be observed as the holiday.

Section 7.2

If, because of an emergency, an employee is required to work on a holiday, he shall be paid in addition to his holiday pay an amount equal to twice his regular rate for the hours so worked.

Section 7.3

No employee who is on terminal leave or layoff on the day preceding or following the holiday, will be paid for such holiday.

Section 7.4

Any employee failing to work the day preceding or the day following the holiday without a reasonable excuse shall not receive pay for the holiday. **Absence using a sick day without a medical certificate is not a reasonable excuse.**

Section 7.5 - Personal Leave

Each employee shall be entitled to **three (3)** personal leave days each year upon reasonable notice to his/her superior. Each employee who completes a full year with perfect attendance shall be entitled to one additional personal leave day to be used in the following contract year with the permission of the Department Head. Such personal leave days may be taken in one (1) hour increments.

Section 7.6 – Rule re: New Year's Eve

When New Year's Eve falls on a day that the City Hall is scheduled to be open until 6:30 PM employees may leave at 4:00 PM and be paid as though working to 6:30 PM.

ARTICLE VIII **SENIORITY**

Section 8.1

Seniority as used in this Article shall mean a term of uninterrupted City service, **including time on layoff if recalled within the one (1) year period under Section 8.4 and if all pension contributions are paid for the layoff period**, beginning with the date of employment computed to any specific date which date shall not extend beyond the date of separation from City service.. City wide seniority is applied to compute annual increments, longevity payments, sick leave accumulation, vacation pay, retirement service credit.

Section 8.1.1

Bargaining unit seniority as used in this Article shall mean a term of uninterrupted service with this bargaining unit and is computed from the day the employee becomes a member of the bargaining unit. Bargaining unit seniority shall be applied in all matters not otherwise provided for in Section 8 of this Article, including but not limited to layoff, recall, transfer, promotions and vacation preference.

Section 8.2

Yearly the City shall prepare a listing of all City employees covered by this Contract, which shall set forth each employee's actual seniority in City service. A copy of such listing shall be furnished to the Union upon written request.

A. Seniority lists supplied to the Union shall include Department Seniority, pay rate, classification, step, hours of work and job title.

Section 8.2.1

The City shall provide written notice to the Union President of all personnel changes, including layoff, recall, transfer, promotion, discipline, discharge, voluntary quit, retirement, and new hires when such changes occur.

Section 8.3

In case of layoff for lack of available departmental funds or necessary work the employee with the least amount of seniority within the classification and department so affected shall be laid-off first. Any appeal from such layoff shall be for the reason that the order of layoff was not made in the manner prescribed in this section. Temporary employees shall be laid off first, and then part-time employees, before any layoff to the street takes place in the bargaining unit. For purposes of layoff part-time employees shall be considered to be the least senior employees in the bargaining unit.

A. Any employee scheduled for layoff may in the alternative bump the least senior full time employee within their department who is in the same or a lower classification and assume said position at the same step the employee previously held.

B. Any employee who is unable to bump within their department may bump the least senior full time employee within the bargaining unit who is in the same classification. If unable to bump within their classification, an employee scheduled for layoff may bump

the least senior full time employee in the next lowest labor grade, at the same step the employee previously held, provided they can perform the work.

C. If unable to bump the least senior full time employee in the next lowest labor grade, an employee scheduled for layoff may bump the least senior full time employee in any lower labor grade at the same step the employee previously held, provided they can perform the work.

If unable to bump the least senior full time employee in any lower labor grade, an employee scheduled for layoff may bump the least senior part time employee in any lower labor grade, at the same step the employee previously held, provided they can perform the work.

Part time employees may bump less senior part time employees in the same or lower labor grade, at the same step the employee previously held, provided they can perform the work.

Section 8.4

The City shall place the name of any laid-off employee on an appropriate re-employment list arranged in the order of seniority. The employee's name shall remain on the list until he is re-employed except that the list shall remain in effect not longer than **one (1) year**. Neither temporary nor part-time employees shall be employed by the City while any qualified individual remains on the recall list.

A. Employee's recall rights shall apply to the employee's former position or any classification in an equal or lower classification in which the employee is qualified to perform the work.

B. Employees shall not lose recall rights for refusing recall to a lower paying job classification, and shall not lose recall rights to their original job by accepting recall to any other job or for refusing recall because of temporary verified physical incapacity.

Section 8.5

The City shall first certify from the re-employment list if one is available and provided the certification contains the name of any previously laid-off employee, such employee, if found to be qualified shall be the first to be employed.

A. In the event of layoff an employee's seniority shall not be voided and the period of absence shall be counted as part of the employee's accumulated service for seniority purposes **as expressed in Sections 8.1, 8.1.1 and elsewhere in this agreement.**

Section 8.6

Any new employee appointed to a permanent position shall serve a four (4) month probationary period. The skilled or professional employee's probationary period shall be six (6) months. If at the termination of such a period, the employee is found to be qualified, his employment shall be determined to be permanent and his seniority shall start from the beginning date of employment.

Section 8.7

Any approved leave of absence without pay shall not void an employee's seniority and the period of absences shall be counted as part of his accumulated service for seniority purposes.

ARTICLE IX
VACANCIES AND TRANSFERS

Section 9.1

When a vacancy exists, either promotional or otherwise, the employee with the highest seniority who is qualified shall be given the first opportunity to fill such vacancy. Notice of a promotional vacancy shall be posted for fourteen (14) days before being filled. A probationary period of sixty 60 calendar days shall be served in filling any vacancy, upon the successful completion of which the vacancy shall be deemed to have been filled.

Whenever a vacancy occurs in the bargaining unit the City will notify the Union within thirty (30) days of the position becoming vacant whether or not the vacancy will be filled.

Section 9.2

Temporary transfers may be made under the following conditions provided that:

- a. Such transfers shall not exceed sixty (60) working days.
- b. Such transfers shall not be compulsory except as provided in 9.3 and 9.4 hereof, and
- c. In the case of a permanent vacancy, the City has notified the Union that it plans to fill the vacancy. Such vacancies shall be posted within thirty (30) days of the beginning of the first temporary transfer and shall be filled as soon as possible.

Section 9.3

An employee transferred to a lower classification shall receive his/her own rate of pay. An employee transferred to a higher classification shall be paid at the same step in the higher classification as that which she/he held in the classification from which she/he was transferred.

Section 9.4

Temporary transfers shall be compulsory on any of the least senior five (5) bargaining unit employees. These assignments shall be rotated among them as equitably as possible and shall not exceed a total of sixty (60) working days for any one vacancy. However, the City may assign volunteers prior to effecting compulsory transfers.

Section 9.5

An employee who is temporarily assigned, in writing, to perform supervisory duties as the result of the absence, termination or death of the supervisor, whose position is outside of the bargaining unit, shall receive ten percent (10%) above his regular rate of pay for the duration of such assignment.

ARTICLE X
PRIOR PRACTICE

Section 10.1

The present rules and practices shall be posted and shall continue for the duration of the Agreement. Any changes of said rules must be mutually acceptable.

Section 10.2

It is agreed that there shall be full cooperation in the modernization of equipment **(including training)** and in the effective use of the facilities provided. It is also agreed that the City shall maintain tools and equipment in good working order.

Section 10.3

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE XI
SHOP STEWARD

Section 11.1

The shop steward **and/or Chief Steward or Vice President** shall be allowed time off to discuss grievances with the supervisor without loss of pay, provided permission is granted.

Section 11.2

When presenting grievances before appropriate authority, both shop steward and aggrieved party shall attend without loss of pay.

Section 11.3

Union officers, **Chief Steward and** stewards shall have top seniority in the bargaining unit in the event of layoff, provided however, said individual(s) are able to perform the required duties.

ARTICLE XII
SAFETY AND HEALTH

Section 12.1

Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 12.2

Should an employee complain that his work required him to be in unsafe or unhealthy situations, a Safety Man designated by the Union, shall have the right to inspect any or all activities or places of work which he feels may violate safety rules or endanger an

employee's health and check violations of acceptable safety rules. When a violation occurs, it will be corrected promptly. A primary consideration at all times will be safety of the employees and protection for the City of Torrington. Full cooperation will be given to the Safety Man at all times by the Employer and employees.

Section 12.3

Helmets shall be furnished employees on jobs wherever overhead hazards are possible and foul weather gear, gloves, and protective clothing or covering shall be furnished wherever situations warrant it. Employees who do not utilize safety measures shall be subject to disciplinary action.

Section 12.4

A safety committee composed of Employer and Employee Representatives shall be formed and review safety conditions monthly. Employee representatives shall be designated by employees.

Section 12.5

Custodians and Inspectors shall receive a clothing allowance of Two Hundred Five dollars (\$205.00) per year payable annually on or before each August 15. **Commencing July 1, 2016 Building Inspectors shall not receive a clothing allowance but shall be supplied work shirts and pants by the City and shall receive ninety dollars (\$90) annually as a shoe allowance.**

ARTICLE XIII
LONGEVITY

Section 13.1

Employees regularly scheduled to work a minimum of thirty-two and one-half (32.5) hours per week, shall in addition to their regular pay or any pay increases that may be provided, receive an additional longevity pay increase after each five (5) years of service. Such longevity pay increases shall be included in the weekly pay of the employees. There shall be six (6) such adjustments, with the final longevity pay increase occurring on the completion of thirty (30) years of service.

The schedule of longevity pay increases shall be as follows:

After five years of service:	\$4.35/week
After ten years of service:	\$6.95/week
After fifteen years of service:	\$9.55/week
After twenty years of service:	\$12.15/week
After twenty-five years of service:	\$14.75/week
After thirty years of service:	\$17.35/week

Employees hired after July 1, 2011 shall not be entitled to the longevity payments described in Section 13.1 above.

ARTICLE XIV
BULLETIN BOARDS

Section 14.1

The City shall permit the use of all bulletin boards located in their respective departments by the Union for posting of notices concerning local Union business.

ARTICLE XV
MILITARY LEAVE

Section 15.1

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

Section 15.2

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

Section 15.3

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

Section 15.4

Employees re-employed in accordance with Section 15.3, shall be granted all re-employment rights as are determined by Federal and State Statute.

Section 15.5

Any vacancy resulting from an employee being granted military leave in accordance with Section 15.1, shall be filled only on a durational basis.

Section 15.6

Military leave shall be considered as City service and shall be so entered upon City records. An employee on annual military training shall be granted a leave of absence with pay, less such sums received for such service, not to exceed fifteen (15) calendar days during any one calendar year, provided he files with his Department Head a copy of his military orders placing him on active military duty.

Section 15.7

Employees who enlist, or who are drafted into the Armed Forces of the United

States, or who through any other procedure is called into active duty with such Armed Forces, will be placed on Military Leave. The City shall recognize its employment obligations for such returning veterans as provided by the Uniformed Services Employment and Reemployment Act.

ARTICLE XVI
ANNUAL INCREMENTS

Section 16.1

An employee, within the bargaining unit covered by this Agreement with not less than twelve (12) months of full-time continuous permanent service in any one position or positions, shall receive on the anniversary date of his permanent employment with the City an automatic increase of one step as provided in the Wage Schedules which are attached hereto as a part hereof. No portion of such increase shall be given which shall result in a salary or in compensation in excess of the maximum established for such class or position.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 17.1 - 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 17.2 - Definition

A grievance, for the purpose of this procedure, shall be considered to be a complaint concerned with:

- a. Discharge, suspension or other disciplinary action.
- b. Charge of favoritism or discrimination.
- c. Interpretation and application of rules and regulations and policies of the City Hall Departments.
- d. Matters relating to the interpretation and application of the Articles and Sections in this Agreement.

Section 17.3 - Procedure

Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may at its discretion, process the grievance from the first step or from the next succeeding steps following that which the employee has utilized.

A grievance must be filed within fifteen (15) working days of the Union's gaining knowledge of the event giving rise to it, but no later than thirty (30) working days from said event.

Step 1- Any employee who has a grievance shall first discuss the grievance with the Department Head. If the grievance is not satisfactorily resolved by the Department Head within one (1) working day, then the employee shall reduce the grievance to writing and submit it to the Head of the Department who shall use his best efforts to settle the dispute. The Department Head's decision shall be submitted in writing to the aggrieved employee and his representative, if he is represented, within five (5) working days of receipt of the grievance.

Step 2 - If the complainant and his representative, if represented, are not satisfied with the decision rendered by the Head of the Department, the employee or his representative shall submit the grievance in writing to the Personnel Director of the City within five (5) working days of the date of the first step answer. The Personnel Director shall render his decision in writing to the complainant and his representative, if represented, within five (5) working days of receipt of the grievance.

Step 3 - If the grievance shall not have been disposed of to the satisfaction of the aggrieved and if it concerns the interpretation or application of any of the provisions of this Agreement, either party may submit it to the Connecticut State Board of Mediation and Arbitration within thirty-five (35) working days of the date of the **second** step answer and the decision rendered by such arbitrator shall be final and binding upon the parties.

The Union will advise the Personnel Director in writing of the final disposition of all grievances i.e., those withdrawn, or sent to arbitration, within this thirty-five (35) working day period.

Section 17.4 - 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 not later than five (5) days after receipt of the request.

Section 17.5 - 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.

Section 17.6 - Local 2212 City Hall Employees Union as Complainant

Local 2212 City Hall Employees Union shall be entitled to submit grievances in the name of Local 2212 and in the same manner as is provided herein for employees except where employees of more than one department are involved the grievance may be initiated at Step Two.

Section 17.7 - Time Extensions

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

Section 17.8 - Representation

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

Section 17.9 - Settlement

Once a grievance has been settled, it shall go into effect immediately.

Section 17.10 - Witnesses at Hearings

The Union agrees to be reasonable with the use of witnesses.

ARTICLE XVIII **MEDICAL COVERAGE**

Section 18.1 – Cigna Open Access Plan (OAP)

Each employee shall be entitled to medical insurance coverage for themselves and their dependents under the **Cigna OAP** with a fifteen dollar (\$15) co-pay for home and office and with an unlimited maximum; fifty dollar (\$50) co-pay for Emergency Room Care; one hundred dollar (\$100) co-pay per Inpatient Hospital Admission and Outpatient Hospital Services; Out of Network Services provided with three hundred dollars (\$300) individual, six hundred dollars (\$600) two person family, and seven hundred fifty dollars (\$750) three (3) person or more family deductible and a co-insurance rate of twenty percent (20%) on the next six thousand dollars (\$6,000) (individual), twelve thousand dollars (\$12,000) (two person family), and fifteen thousand dollars (\$15,000) three (3) person or more family) of covered expenses.

Said coverage shall include:

- a. Anthem (Blue Cross/Blue Shield) full payment Dental Rider; including Riders A, B, C and D;
- b. **Cigna Vision Plan**;
- ☺ Cigna 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;

NOTE: Cigna's OAP described above in Section 18.1 shall no longer be provided after June 30, 2016.

Employees hired after the effective date of this contract shall be covered by the higher copay OAP until June 30, 2016 when they and all employees shall be covered under the High Deductible Health Plan coupled with a Health Savings Account as described below.

Effective July 1, 2011, the HSA (Health Savings Account) plan described below **became** the core insurance plan. For any bargaining member wishing to remain in the Copay **OAP** plan, the City will contribute toward the cost of that plan, an amount equal to the sum of the following two amounts: 1) the dollar amount contributed by the City toward the premium of the HSA plan for the bargaining members coverage level (single, two-person or family coverage); and 2) the dollar amount contributed by the City toward the HSA deductible, for the bargaining members coverage level. Any bargaining member

remaining enrolled in the Copay **OAP** plan shall pay the full difference between the dollar amount contributed by the city and the full cost of the Copay **OAP** plan.

Any employee who is employed full time and is currently receiving Medicare benefits or any employee currently receiving Veterans benefits shall remain in the **OAP** and shall pay the same percentage as those enrolled in the HDHP HSA (i.e. **11.5%, 12%, 12.5%**, as the case may be) of the cost of the **OAP**. Employees currently receiving Veterans benefits may also elect to enroll in HDHP however they should be aware of the timing of HAS contributions to avoid potential tax penalties.

Section 18.2 – High Deductible Health Plan (HDHP) With Health Savings Account (HSA)

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) with \$0/15/30 post deductible Prescription Co-Pays.

A description of this plan can be found in Schedule F attached and employees can also access their complete medical insurance benefit plan on the Cigna website at: <https://my.cigna.com/web/public/guest>

Said coverage shall also include:

- a. Anthem (Blue Cross/Blue Shield) full payment Dental Rider; including Riders A, B, C and D;
- b. Cigna Vision Plan;

Section 18.3

- a. Effective July 1, **2015** the City shall pay **eighty eight and one-half percent (88.5%)** and all employees and retirees shall pay **eleven and one-half percent (11.5%)** of the cost of coverage under the HDHP HSA.

Effective July 1, **2016** the City shall pay **eighty eight percent (88%)** and all employees and retirees shall pay **twelve percent (12%)** of the cost of coverage under the HDHP HSA.

Effective July 1, **2017** the City shall pay **eighty seven and one-half percent (87.5%)** and all employees and retirees shall pay **twelve and one-half percent (12.5%)** of the cost of coverage under the HDHP HSA.

- b. Effective July 1, **2015** 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 and retirees 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 who terminates employment before the end of any fiscal year for which the City has paid the deductible shall repay a proportional portion of the deductible to

the City. **The City shall prorate its share of the deductible for any employee hired after the start of a contract year.**

The City shall adopt an IRS Section 125 pretax premium conversion account.

Section 18.4

The City reserves the right to change insurance carriers provided that the level of benefits and services are equal to or better than current coverage. The City agrees that prior to any such change it shall discuss the change with the Union.

Section 18.5

See Exhibit R for retiree medical insurance benefits

Section 18.6

If the City receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 49801 (i.e. Cadillac Tax) or any other local, state or federal statute or regulation, during the term of this contract, the City and the Union will, upon the request of the City engage in midterm negotiations regarding the impact of such excise tax in accordance with the Municipal Employees Relations Act (MERA).

ARTICLE XIX **LIFE INSURANCE**

Section 19.1

The City shall provide Group Term Life Insurance in the amount of **fifty** thousand dollars (**\$50,000**), which will be reduced upon retirement under the provision of the Municipal Employee's Pension Plan to **fifteen** thousand dollars (**\$15,000**).

Section 19.2

With respect to the benefits related in Section 19.1 above, the City shall provide an accidental Death and Dismemberment Benefit for employees.

Section 19.3

Employees shall be permitted to purchase additional Term Life Insurance referenced in Section 19.1 above up to a maximum of fifty thousand dollars (\$50,000) 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.

ARTICLE XX
DISABILITY BENEFIT

Section 20.1

Any employee who shall become totally and permanently disabled from an injury sustained arising out of his employment as determined by the Workmen's Compensation Law of the State of Connecticut, shall in addition to any other compensation receive a disability benefit which shall be an amount sufficient to equal seventy-five percent (75%) of his average annual W-2 earnings for the three (3) year period immediately prior to his disability, less the amount of any payment received under the Social Security program of the United States government as a result of such disability.

Section 20.2

Any employee who shall have completed ten (10) years of service as an employee, and who thereafter becomes totally and permanently disabled from any cause shall receive a disability benefit which shall be an amount sufficient to equal seventy-five percent (75%) of his average annual W-2 earnings for the three (3) year period immediately prior to his disability, less the amount of any payment received under the Social Security program of the United States.

Section 20.3

No person shall be eligible for any such benefit who has not been found totally and permanently disabled under the Social Security program of the United States and is otherwise eligible for Social Security benefits.

Section 20.4

No person shall be entitled to receive a pension benefit under Exhibit R and collect disability benefits under Section 20.1 at the same time.

ARTICLE XXI
RETIREMENT

Section 21.1

See memorandum of agreement, which is identified as Exhibit R, attached hereto as a part of this Agreement.

ARTICLE XXII
NON-MEMBERS OF PENSION AND RETIREMENT PLAN

Section 22.1

An employee who has been employed by the City of Torrington on July 1, 1974, and who was at the time fifty (50) years of age or over, and is not a member of the Pension and Retirement Plan, upon leaving the employment of the City at age sixty-five (65) or at a

later age, shall receive the same medical, hospital and life insurance benefits, for the benefit of such employee and his or her spouse as are provided by the City for those retiring under the Pension and Retirement Plan.

ARTICLE XXIII
TERMINAL LEAVE

Section 23.1

Any employee hired prior to May 16, 2007 who retires from the City in compliance with Social Security regulations even though not thereafter an employee shall be carried on the City payroll until his audited accrued credited sick leave and vacation leave shall be fully paid. Any employee hired after May 16, 2007 shall not be paid for accrued sick leave and shall not be so carried on the payroll.

Should an employee hired prior to May 16, 2007 choose lump sum payment of his/her audited accrued credited sick leave and vacation leave in lieu of being carried on the employer's payroll, he shall be required to give notice six (6) months prior to the beginning of the fiscal year in which the retirement shall occur. Any employee hired after May 16, 2007 shall not be paid for accrued sick leave and shall not be so carried on the payroll.

ARTICLE XXIV
RATES OF PAY

Section 24.1

Effective July 1, **2015**, each employee of the bargaining unit shall receive a wage increase of **two and one quarter percent (2.25%)** of his/her hourly rate, which shall be reflected in Schedule **A** which is attached hereto as a part of this Agreement.

Section 24.2

Effective July 1, **2016**, each employee of the bargaining unit shall receive a wage increase of **two percent (2%)** of his/her hourly rate, which shall be reflected in Schedule **B** which is attached hereto as a part of this Agreement.

Section 24.3

Effective July 1, **2017**, each employee of the bargaining unit shall receive a wage increase of **two percent (2%)** of his/her hourly rate, which shall be reflected in Schedule **C** which is attached hereto as a part of this Agreement.

Section 24.4

Starting wage rate for a new employee shall be two dollars (\$2.00) less per hour for first year of employment after which the employee shall be placed on Step1.

ARTICLE XXV
DISCIPLINE

Section 25.1

Disciplinary action shall not be taken against any employee except for just cause. **Any notice of minor discipline such as oral warnings, written warnings and reprimands shall be removed from the personnel file after twelve (12) months unless merged with subsequent discipline for the same or similar conduct. Matters of a more serious nature such as disciplinary suspensions shall remain in the file for twenty four (24) months. This provision for removal of disciplinary records from any employee's personnel file shall be effective upon signing of this agreement and shall not be retroactive.**

ARTICLE XXVI
NO SUBCONTRACTING AND ASSIGNING-OUT BARGAINING UNIT WORK

Section 26.1

The parties agree that there shall be no assigning out or subcontracting of bargaining unit work except that which is indicated in Section 26.2 below.

Section 26.2

There shall be no expansion of present subcontracting of bargaining unit work for the duration of this Agreement.

ARTICLE XXVII
PART-TIME EMPLOYEES

Section 27.1

There shall be no more than three (3) part-time employees, maximum, who shall not work more than twenty-five (25) hours each per week, which means no more than a total of seventy-five (75) hours per week maximum.

Section 27.2

Part-time employees shall be entitled to the **Cigna Open Access Plan until June 30, 2016 and thereafter only the Cigna HSA Plan** for the individual only. The remainder of the benefit package under Article XVIII, Medical Coverage, in this contract shall be offered to such employee at the group rate at no cost to the City.

Section 27.3

Except as provided herein above, such part-time employees shall receive other City provided benefits which other bargaining unit employees receive except on a pro-rata basis in accordance with their hours of work.

Section 27.4

The City shall have the right to hire temporary employees who may work in the aggregate up to a maximum of one hundred eighty (180) days in any fiscal year. These employees shall be hired for short term and/or part-time duties but shall not replace an incumbent employee. Only the first ten (10) working days shall be counted toward the one hundred eighty (180) day aggregate when a temporary employee is filling the absence of a current employee.

The City shall not use this temporary employee to circumvent the Union security provisions and the Union agrees that a temporary employee shall neither be required to pay dues or service fees during the one hundred eighty (180) day period.

Employees hired under Section 27.4 shall not be covered by any of the terms and conditions of this contract.

ARTICLE XXVIII
ANTI DISCRIMINATION

Section 28.1

In implementing this Agreement it is agreed that neither the Union nor the City shall discriminate against any employee because of Union membership or non-membership, sex, race, creed, color, age, religious belief, national origin, marital status or disability.

ARTICLE XXIX
FULL AND COMPLETE AGREEMENT

This contract contains the full and complete Agreement between the parties on all negotiable issues, and neither party shall be required, during the term of this contract, to negotiate on any issue, whether it is covered or not covered herein. However, if the parties voluntarily elect to enter into negotiations, any agreement reached shall be reduced to writing and upon ratification by both parties, shall become a part hereof.

ARTICLE XXX
DURATION

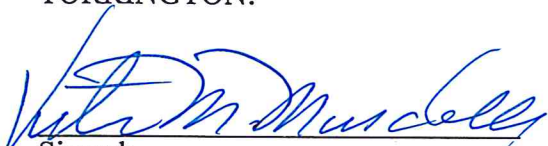
Section 29.1

This Agreement shall be effective as of **July 1, 2015** and shall remain in full force and effect through **June 30, 2018**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than **January 31, 2018** of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days following such notice. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties have caused their names to




be signed on this 19th day of January, ~~2015~~

FOR THE CITY OF
TORRINGTON:



Signed: _____

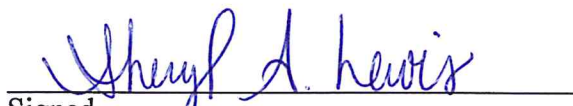

Signed: _____

FOR LOCAL 2212 OF COUNCIL #4
AFSCME, AFL-CIO:
(CITY HALL EMPLOYEES)


Signed: _____




Signed: _____



Signed: _____


Signed: _____


Signed: _____
Staff Representative
Council #4, AFSCME, AFL-CIO

**SCHEDULE A
 LOCAL 2212 OF COUNCIL #4
 (TORRINGTON CITY HALL EMPLOYEES)
 (JULY 1, 2015)
 2.25%**

<u>WAGE GROUP</u>	<u>ENTRY RATE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>
I	\$13.2864	\$15.2864	\$16.1964	\$17.0962	\$18.0676
II	\$14.2066	\$16.2066	\$17.2189	\$18.2005	\$19.1821
III	\$15.2189	\$17.2189	\$18.1596	\$19.1105	\$20.1126
IV	\$16.8447	\$18.8447	\$20.1739	\$21.5645	\$22.8836
V	\$18.3375	\$20.3375	\$21.7077	\$23.0881	\$24.4173
VI	\$19.9224	\$21.9224	\$23.2517	\$24.5502	\$25.9511
VII	\$22.0288	\$24.0288	\$25.7670	\$27.5053	\$29.1719
VIII	\$24.0226	\$26.0226	\$27.7609	\$29.5094	\$31.3192
IX	\$26.1290	\$28.1290	\$29.8775	\$31.5748	\$33.2722
X	\$28.8693	\$30.8693	\$33.0063	\$35.1229	\$37.1883
XI	\$31.2619	\$33.2619	\$35.3887	\$37.5973	\$39.6935
XII	\$33.9409	\$35.9409	\$38.0677	\$40.2763	\$42.3724
XIII	\$36.4460	\$38.4460	\$40.6751	\$42.8325	\$44.9696

**SCHEDULE B
 LOCAL 2212 OF COUNCIL #4
 (TORRINGTON CITY HALL EMPLOYEES)
 (JULY 1, 2016)
 2%**

<u>WAGE GROUP</u>	<u>ENTRY RATE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>
I	\$13.5921	\$15.5921	\$16.5203	\$17.4381	\$18.4289
II	\$14.5308	\$16.5308	\$17.5633	\$18.5645	\$19.5657
III	\$15.5633	\$17.5633	\$18.5228	\$19.4927	\$20.5148
IV	\$17.2216	\$19.2216	\$20.5774	\$21.9958	\$23.3412
V	\$18.7443	\$20.7443	\$22.1418	\$23.5498	\$24.9056
VI	\$20.3608	\$22.3608	\$23.7167	\$25.0412	\$26.4701
VII	\$22.5093	\$24.5093	\$26.2823	\$28.0554	\$29.7554
VIII	\$24.5431	\$26.5431	\$28.3161	\$30.0995	\$31.9456
IX	\$26.6916	\$28.6916	\$30.4750	\$32.2063	\$33.9376
X	\$29.4867	\$31.4867	\$33.6664	\$35.8253	\$37.9321
XI	\$31.9272	\$33.9272	\$36.0965	\$38.3493	\$40.4873
XII	\$34.6597	\$36.6597	\$38.8290	\$41.0818	\$43.2198
XIII	\$37.2149	\$39.2149	\$41.4886	\$43.6892	\$45.8689

SCHEDULE C
LOCAL 2212 OF COUNCIL #4
(TORRINGTON CITY HALL EMPLOYEES)
(JULY 1, 2017)
2%

<u>WAGE GROUP</u>	<u>ENTRY RATE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>
I	\$13.9039	\$15.9039	\$16.8507	\$17.7869	\$18.7975
II	\$14.8614	\$16.8614	\$17.9145	\$18.9358	\$19.9571
III	\$15.9145	\$17.9145	\$18.8932	\$19.8826	\$20.9251
IV	\$17.6060	\$19.6060	\$20.9890	\$22.4357	\$23.8080
V	\$19.1592	\$21.1592	\$22.5847	\$24.0208	\$25.4038
VI	\$20.8081	\$22.8081	\$24.1910	\$25.5421	\$26.9995
VII	\$22.9995	\$24.9995	\$26.8080	\$28.6165	\$30.3505
VIII	\$25.0739	\$27.0739	\$28.8824	\$30.7015	\$32.5845
IX	\$27.2654	\$29.2654	\$31.0845	\$32.8504	\$34.6163
X	\$30.1164	\$32.1164	\$34.3398	\$36.5418	\$38.6907
XI	\$32.6057	\$34.6057	\$36.8184	\$39.1163	\$41.2971
XII	\$35.3929	\$37.3929	\$39.6056	\$41.9034	\$44.0842
XIII	\$37.9992	\$39.9992	\$42.3183	\$44.5630	\$46.7863

SCHEDULE D

**LOCAL 2212 OF COUNCIL #4 AFSCME, AFL-CIO
TORRINGTON CITY HALL EMPLOYEES**

CLASSIFICATIONS AND LABOR GRADES

Labor Grade I

Parking Enforcement Officer

Labor Grade III

Clerk Typist

Labor Grade V

Senior Clerk Typist

Timekeeper/Payroll Clerk

Labor Grade VI

Senior Account Clerk

Senior Secretary

Traffic/Parking Operations Maintainer

Senior Clerk Typist/Clerical Court Liaison

Payroll/Timekeeper Clerk/Clerical Court Liaison

Senior Account/Court Liaison Clerk

Custodian

Labor Grade VII

Chief Account Clerk

Chief Clerk

Labor Grade VIII

Labor Grade IX

Building Inspector

Electrical Inspector

Mechanical Inspector

**Schedule E
Cigna OAP Description**

BENEFIT	CENTURY PREFERRED
Costshares	In-Network services subject to copays Out-of-Network services subject to \$50 Emergency Room/\$25 Urgent Care Facility Deductible \$300/\$600/\$750 Cost share Maximum \$ 1,500/\$3,000/\$3,750 Lifetime Maximum In-Network - Unlimited Lifetime maximum out of network – Unlimited
Preventive Care Pediatric	Covered according to age-based schedule \$15 Copay Birth to 1 year - 6 exams 1 through 6 years - 6 exams 6 through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year
Adult	Covered according to age-based schedule \$15 Co-pay 22 through 29 one exam every 5 calendar years 30 through 39 one exam every 3 calendar years 40 through 49 one exam every 2 calendar years 50 and over one exam per calendar year
Vision	\$15 Co-pay one exam every year Visual Analysis Prescription Lenses & Frames Frames - up to \$28 per cal / year Single Vision Lenses - up to \$33.50 per cal / year Bifocal Lenses - up to \$52 per cal / year Trifocal Lenses - up to \$84 per cal / year Contact Lenses to correct visual acuity to 20/20 or when medically necessary - up to \$225 per cal / year Contact Lenses when used for any other reason equivalent to amount payable for single vision- up to \$33.50 per cal / year
Hearing	\$15 Co-pay
Gynecological	\$15 Co-pay Routine annual exam

Medical Services	\$15 office visit co-pay
Medical Office Visit	
Outpatient	Covered
PT/OT/Chiro Speech	50 combined visits per member per calendar year (subject to medical necessity)
Allergy Services	\$15 office visit co-pay No copay for injections Maximum benefit 80 visits in 3 years
Diagnostic Lab & X-ray	Covered
Inpatient Medical Services	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient MH	\$15 office visit co-pay
Emergency Care Emergency Room	\$50 co-pay (waived if admitted)
Urgent Care	\$25 co-pay Participating Facilities only.
Ambulance	Covered Land & Air Ambulance (covered in accordance with State Mandate)
Inpatient Hospital General/ Medical/ Surgical/ Maternity (Semi-Private)	Note: All hospital admissions require pre-cert \$100 per admission co-pay
Ancillary Services (Medication, Supplies)	Covered
Psychiatric	\$100 per admission co-pay
Substance Abuse/Detox	\$100 per admission co-pay
Rehabilitative	\$100 per admission co-pay

	Covered up to 60 days per calendar year
Skilled Nursing Facility	\$100 per admission co-pay Covered up to 120 day per calendar year
Hospice	\$100 per admission co-pay Covered up to 60 days
Outpatient Hospital Outpatient Surgery Facility Charges	\$100 per admission co-pay
Diagnostic Lab & X-ray	Covered
Pre-Admission Testing	Covered
Other Services Durable Medical Equipment	Covered (Limited to covered items only)
Prescription Drugs	\$5 Generic / \$15 Brand / \$25 Non listed Brand \$2,000 per cal yr max - 2 co-pays for Mail Order Additional benefits subject to ded & coin
Infertility	Unlimited Lifetime maximum (Limited to covered services only)
Dental Coverage	Full Dental w/ Riders ABCD Basic Coverage - 100% Rider A Coverage - 50% Rider B Coverage - 50% Rider C Coverage - 50% w/ \$500 max per individual Rider D coverage – 60% w/\$600 lifetime maximum
Vision Coverage	Anthem (Blue Cross/Blue Shield) Vision Plan 98

SCHEDULE F
CIGNA HIGH DEDUCTIBLE HSA PLAN DESCRIPTION

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Contract Year Deductible		
Individual	\$2,000 per person	\$2,000 per person
Family Maximum	\$4,000 per family	\$4,000 per family
Combined Medical/Pharmacy Contract Year Deductible		
Combined Medical/Pharmacy Deductible: includes retail and mail order drugs	Yes	Yes
Mail Order Pharmacy Costs Contribute to the Combined Medical/Pharmacy Deductible	Yes	In-Network coverage only
Out-of-Pocket Maximum		
Individual	\$5,000 per person	\$5,000 per person
Family Maximum	\$10,000 per family	\$10,000 per family
Combined Medical/Pharmacy Out-of-Pocket Maximum		
Combined Medical/Pharmacy Out-of-Pocket: includes retail and mail order drugs	Yes	Yes
Mail Order Pharmacy Costs Contribute to the Combined Medical/Pharmacy Out-of-Pocket Maximum	Yes	In-Network coverage only
Physician's Services	100% after plan deductible	80% after plan deductible
Preventive Care		
Routine Preventive Care - all ages	No charge	80% after plan deductible 80%
Immunizations - all ages	No charge	after plan deductible
Mammograms, PSA, PAP Smear	No charge	80% after plan deductible
Inpatient Hospital - Facility Services	100% after plan deductible	80% after plan deductible
Outpatient Facility Services		
Operating Room, Recovery Room, Procedures Room, Treatment Room and Observation Room	100% after plan deductible	80% after plan deductible
Inpatient Hospital Physician's Visits/Consultations	100% after plan deductible	80% after plan deductible

Inpatient Hospital Professional Services	100% after plan deductible	80% after plan deductible
Outpatient Professional Services	100% after plan deductible	80% after plan deductible
Emergency and Urgent Care Services	100% after plan deductible	100% after plan deductible
Inpatient Services at Other Health Care Facilities	100% after plan deductible	80% after plan deductible
Laboratory and Radiology Services (includes pre-admission testing)	100% after plan deductible	80% after plan deductible
Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans and PET Scans)	100% after plan deductible	80% after plan deductible
Outpatient Short-Term Rehabilitative Therapy Contract Year Maximum: 50 days for all therapies combined with Chiropractic Care Includes: Physical Therapy Speech Therapy Occupational Therapy Cognitive Therapy	100% after plan deductible	80% after plan deductible
Outpatient Cardiac Rehabilitation Contract Year Maximum: 36 days	100% after plan deductible	80% after plan deductible
Chiropractic Care Contract Year Maximum: 50 days combined with Outpatient Short-Term Rehabilitative Therapy Physician's Office Visit	100% after plan deductible	100% after plan deductible
Home Health Care	100% after plan deductible	80% after plan deductible
Hospice	100% after plan deductible	80% after plan deductible
Bereavement Counseling Services provided by Mental Health Professional	100% after plan deductible Covered under Mental Health Benefit	80% after plan deductible Covered under Mental Health Benefit

Maternity Care Services	100% after plan deductible	80% after plan deductible
Abortion	100% after plan deductible	80% after plan deductible
Family Planning Services	100% after plan deductible	80% after plan deductible
Infertility Treatment	100% after plan deductible	80% after plan deductible
Organ Transplants Lifetime Travel Maximum: \$15,000 per transplant	100% after plan deductible No Charge	80% after plan deductible In-Network coverage only
Durable Medical Equipment Contract Year Maximum: Unlimited	100% after plan deductible	80% after plan deductible
External Prosthetic Appliances Contract Year Maximum: Unlimited	100% after plan deductible	80% after plan deductible
Nutritional Evaluation	100% after plan deductible	80% after plan deductible
Dental Care Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth.	100% after plan deductible	80% after plan deductible
Hearing Aids Note: Ages 0 to 12 years Maximum: \$1,000 per 24 months	100% after plan deductible	80% after plan deductible
Hearing Services Maximum Visits: 1 Per 24 Months	100% after plan deductible	80% after plan deductible
Oral Surgery Note: Coverage for extraction of teeth that are partially or completely unerupted.	100% after plan deductible	80% after plan deductible
Other	100% after plan deductible	80% after plan deductible
Pulmonary Rehabilitation Programs Contract Year Maximum: Unlimited	100% after plan deductible	80% after plan deductible

Wigs Contract Year Maximum: \$350	100% after plan deductible	80% after plan deductible
Routine Foot Disorders	Not covered except for services associated with foot care for diabetes and peripheral vascular disease.	Not covered except for services associated with foot care for diabetes and peripheral vascular disease.
<p>Treatment Resulting From Life Threatening Emergencies</p> <p>Medical treatment required as a result of an emergency, such as a suicide attempt, will be considered a medical expense until the medical condition is stabilized. Once the medical condition is stabilized, whether the treatment will be characterized as either a medical expense or a mental health/substance abuse expense will be determined by the utilization review Physician in accordance with the applicable mixed services claim guidelines.</p>		

Mental Health	100% after plan deductible	80% after plan deductible
Substance Abuse	100% after plan deductible	80% after plan deductible

Exhibit R
Pension and Retirement Provisions

RETIREMENT

This memorandum is entered into by the parties hereto in full settlement of Pension negotiations and it is agreed that the retirement Articles of the respective collective bargaining agreements between the parties dated the 31st day of July, 1997 are amended to read as follows:

The existing Pension and Retirement provisions with respect to City employees and Torrington Board of Education employees covered by this Agreement shall continue with the following changes and additions which became effective May 2, 2011 as specifically mentioned below as follows:

- a. All present members of the bargaining units, under age fifty (50), shall become members of the appropriate pension and retirement plan of the City of Torrington covering such employees. All new employees shall become members of the appropriate retirement plan. Each participant shall contribute five percent (5%) of gross weekly earnings to the Pension Fund.
- b. Any employee who shall have completed five (5) years of service with the City of Torrington and/or Torrington Board of Education, and who thereafter has his/her employment terminated shall upon reaching the age of regular retirement, be entitled to a pension, the amount of which shall equal two percent (2%) per year for the number of years of completed service with the City of Torrington and/or Torrington Board of Education. Effective July 1, 1981, each participant's final average annual salary shall be computed at the average of his/her last three (3) years gross annual earnings. Any employee who retires and has a pension benefit calculated using 2011-2012 wages as a portion of his/her last three (3) years gross annual earnings shall, only for the purpose of calculating his/her benefit, be deemed to have received a two percent (2%) wage increase for the applicable portion of the 2011-2012 year.
- c. (1) Employees hired on or after September 18, 2000 may elect to buy, during their first year of employment, active United States Military service time up to four (4) years. Employees who elect to buy active military service time shall pay the "buy in" contribution either in a lump sum or in equal weekly installments over a period of no longer duration than 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.

(2) Employees hired before September 18, 2000 may elect to buy, during the first year following such date, active United States Military service time up to four (4) 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 two (2) times the military service time to be bought. No employee shall be credited with active military service time in excess of that for which he/she has completed his/her "buy in" contribution. The amount of the "buy in" contribution shall be equal to an average of the employee's pension contributions made during his/her employment from date of hire to payment in full of the "buy in" time. Such average pension contribution shall be calculated as of the date of such contribution began and shall be recalculated on each January 1 and July 1 thereafter until payment in full of the "buy in" time.

- (3) The active military service time for which contributions are completed shall apply to all sections of this article for the purpose of computing number of years of service for benefits, but will not be used to compute years of service needed to become eligible for retirement or to vest benefits.
 - (4) The employee's Military Discharge Form DD-214 shall be used to determine active military service time.
- d. The minimum Pension payable to each individual who retires after the date of the award shall be computed at twenty dollars (\$20) per month times total years of service, provided that any such years of service in excess of thirty-five (35) shall not be used to compute said minimum pension.
 - e. Any employee who shall die before reaching the age of sixty-five (65) years, upon the sixty-fifth (65th) anniversary of his/her birth, the spouse of said employee, if he or she then be married, shall until his or her death or remarriage receive a sum equal to one-half (½) of the sum which the employee would have received had he/she lived. If said member leaves no spouse surviving, then such payments will be made to any children surviving, as defined below.
 - f. Upon the death of any employee after his/her regular retirement age, if he/she be then retired and receiving a pension, or if he/she not be retired, but has qualified for such pension, in all other respects, upon his death, the spouse of such employee shall, until death or remarriage, receive a sum equal to seventy-five percent (75%) of the sum to which the employee would have received had he lived. If such member leaves no spouse surviving, such payments will be made to any children surviving as defined below.
 - g. Children of deceased employees who are entitled to benefits shall receive such payment until they reach the age of eighteen (18), except that children who are full-time students shall continue to receive such payments until they reach the age of twenty-three (23).
 - h. Employees who terminate their employment for any cause before having completed five (5) years of service with the City of Torrington and/or Torrington Board of Education, shall, upon such termination, be repaid all of his/her contributions paid into the Pension Fund together with interest thereon at the rate of four percent (4%) per annum, compounded annually.

- i. (1) The City will provide all the medical coverage to current and future retirees until the retiree reaches age 65, which is provided to active bargaining unit employees.
 - (2) The City will provide to the spouse of a retiree until age 65 and other family members of the retiree, while eligible, all the medical coverage which is provided to active bargaining unit employees even though the retiree is age 65 or older.
 - (3) If a retiree either prior to or after reaching age 65, takes other employment which provides equivalent medical coverage, any of the medical coverage provided by the city of Torrington in paragraphs 1 and 2 above, shall cease during the term of that other employment or any other future employment. The retiree shall immediately give notice of said equivalent medical coverage to the City's Comptroller's office. However, if written notification is given to the City by the retiree, spouse or eligible family member by certified mail, return receipt requested, that the retiree is no longer employed or that the employee no longer has equivalent medical coverage, the City shall have its insurance carrier resume the dropped coverage when eligibility exists, as soon as the insurance carrier is able to put the coverage into effect.
 - (4) Each current and new retiree receiving coverage set forth in Section 1 i. (1) shall pay the same amounts of the cost associated with said medical coverage as active bargaining unit employees, until the retiree reaches age 65. This amount shall be paid through monthly pension deduction.
 - (5) The City reserves the right to change Insurance Carriers provided that the levels of benefits and services are equal or better than current coverage. The City agrees that prior to making any such change it shall discuss the change with the Union.
- j. An employee who retires under the provisions of the Pension and Retirement Plan and/or spouse, both having reached sixty-five (65) years, the following benefits shall be continued until the death of both: Anthem Blue Cross/Blue Shield 65 High Option and Blue Shield 65 Plan 81, at no cost to retirees.
- k. Any employee who has completed twenty-five (25) at age sixty (60) shall, upon his written application, be retired on an annual pension, payable monthly from the Pension Fund, equal in the amount to not less than one-half (1/2) pay plus an additional two percent (2%) of pay for each completed year of service in excess of twenty-five (25) years.
- l. Early Retirement a.) Effective May 2, 2011 any employee who has completed twenty-five (25) or more years of service and who is at least age fifty-five (55) shall upon his/her written application, be retired on an annual pension, payable monthly from the Pension Fund equal to his/her benefit accrued to such early retirement date, and reduced by two and one-half percent (2.5%) for each year that early retirement precedes age sixty (60) on the following basis:

<u>PERCENT OF ACCRUED BENEFIT</u>	<u>AGE</u>
100%	60
97.5%	59

95.0%	58
92.5%	57
90.0%	56
87.5%	55

Early Retirement b.) Effective May 2, 2011 any employee who has completed ten (10) or more years of service and who is at least fifty-five (55) shall, upon his/her written application, be retired on an annual pension, payable monthly from the Pension Fund equal to his/her benefit accrued to such early retirement date, and reduced by two and one-half percent (2.5%) for each year that early retirement precedes age sixty-five (65) on the following basis:

<u>PERCENT OF ACCRUED BENEFIT</u>	<u>AGE</u>
100%	65
97.5%	64
95.0%	63
92.5%	62
90.0%	61
87.5%	60
85.0%	59
82.5%	58
80.0%	57
77.5%	56
75.0%	55

- m. The City shall appoint two (2) members of the Pension Committee selected by the Union. Said Union members names will be submitted to the Mayor, in writing, by the Union President, annually.

Section 2

Any vested member of the plan who shall die while an active employee or who shall terminate his/her employment for any reason with the City of Torrington and/or the Torrington Board of Education shall, upon written request to withdraw from the Pension Plan, be repaid all his/her contributions paid into the Pension Fund together with interest thereon at the rate of four (4) percent per annum compounded annually. All such request whether from an employee or his/her survivors shall be made, in writing, within sixty (60) days of death or termination.

Section 3

Each employee shall receive a copy of the Pension booklet which sets forth in summary, benefits of the plan.

Section 4

Each employee shall receive an annual statement of each fiscal year's contributions and interest credited, within sixty (60) days after the end of the fiscal year.

Section 5

The Union shall receive a copy of the annual financial report of the Plan from the Employer which shall be mailed to Council 4, AFSCME Office not later than sixty (60) days after receipt of said report by the Employer.

Section 6 **Establishment of Defined Contribution Plan**

On and after May 2, 2011 any new employee shall not be a participant in the pension plan described in this Exhibit R but shall have as his/her exclusive retirement vehicle, the Defined Contribution Plan set forth below.

1. The Defined Contribution Plan is described as follows;
 - a) Mandatory City contribution – 6% of pay - pretax (includes overtime)-payroll deduction.
 - b) Mandatory Employee contribution – 6% of pay – pretax (includes overtime) – payroll deduction.
 - c) Vesting – Employee contribution vests immediately
City contribution – 20%/yr over the first 5 years.
 - d) Withdraw at age 55 consistent with IRS regs.
 - e) May roll over a 401 plan from a prior employer.
 - f) Investment options provided through ICMA.

2. Grandfather Existing Employees Any employee hired prior to May 2, 2011 into one of the bargaining units a party to this agreement shall continue to participate in the pension plan described in this Exhibit R.

Section 7

This Pension Agreement shall be effective on May 2, 2011 and shall remain in effect through June 30, 2016 and shall automatically be renewed for additional one year periods from year to year, unless written notice given by either party to the other party is served by certified mail of intent to commence negotiations for a Successor Pension Agreement, on or before one hundred and twenty (120) days prior to June 30 of any such year. This Pension Agreement shall remain in full force and be effective during such period of negotiations.