

WORKING AGREEMENT

BETWEEN

THE CITY OF TORRINGTON

- AND -

LOCAL 2212 OF COUNCIL #4

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

(TORRINGTON PUBLIC WORKS EMPLOYEES)

July 1, 2015 through June 30, 2018

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PREAMBLE

The following contract, by and between, respectively, the City of Torrington, Connecticut, hereinafter referred to as the “City” and Public Works Employees Local **2212** of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, excluding supervisors and seasonal employees employed by the City of Torrington, Connecticut, hereinafter referred to as the “Union” is designed to maintain, 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**

The City recognizes the Union as the representative for the purposes of collective bargaining by the Public Works employees, excluding supervisors and seasonal employees employed by the City of Torrington, Connecticut, and that said Union is the exclusive bargaining representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Every newly appointed employee into the City service within the bargaining unit covered by this Contract shall serve a six (6) month probationary working period. If, upon completion of such period, his services are determined by the city to have been satisfactory, he shall be given a permanent appointment. The employees shall, as a condition of continued employment, become and remain a member of the union or alternatively pay a service fee, as certified by the Union, effective on the thirty-first (31st) day following their date of hire.

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 International Convention. Total days under this section not to exceed twenty (20) days per year. The President of AFSCME Local **2212**, if a member of the City Hall or Public Works bargaining unit, shall be allowed time off to attend prohibited practices complaint hearings and contract negotiations which concern Public Works or City Hall employees only. **Stewards and/or officers may attend Union sponsored training, seminars and related conferences all within the twenty (20) day maximum and with two (2) days’ notice.**

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 authorization deduction card, as certified by the Secretary or other authorized official of the Union, Union dues or service fees. Deductions shall be made every week of each month.

The total amount 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 agrees to deduct from the wage of any employee a PEOPLE deduction included in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deduction has been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the City harmless from any claims arising as a result of any deduction made pursuant to this provision.

Section 2.3

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

Section 2.4

The Contract book shall be printed at a unionized printer of the Union's choice at no cost to the Union provided the City shall have the option of using a non-union printer if located in the City of Torrington provided no Union printer within the City of Torrington is available.

Section 2.5

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

Section 2.6

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 and 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.

b. When serious illness of a member of the employee's immediate family requires his 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. Unused 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. However, payment for such accrued sick leave at the time of retirement shall not exceed the total of one hundred thirty-five (135) working days for anyone employed on May 16, 2007. 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.

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 provided it shall not exceed ten (10) working days and further provided he has not accrued sick leave to his credit.

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

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. Employees hired after July 1, 2000 shall be eligible for payment upon termination for any reason other than death or retirement 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 3.10

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

Section 3.11

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 Director of Public Works may advance to such employee sick leave privileges not to exceed one (1) day for each completed year of City service. Such advance sick leave days so granted shall be repayable by the employee from his further earned sick leave accumulation.

ARTICLE IV

HOURS OF WORK

Section 4.1

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 4.2

The normal hours of work shall be eight (8) hours per day and forty (40) hours per week including employees employed in landfill operations.

Effective July 1, 2011 the normal hours of work shall not be less than thirty-seven and one-half (37½) hours per week for the duration of this **2015 – 2018** Agreement.

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.

b. During the period from the last Sunday in the month of October until the last Sunday in the month of April of the following year, the normal work schedule will be from 8:00 A.M. until 4:30 P.M., and during the period from the last Sunday in April until the last Sunday in October, the normal work schedule will be from 7:00 A.M. until 3:30 P.M.

c. The year round daily hours of work for Street Department employees shall be 7:00 A.M. until 3:30 P.M.

Section 4.3

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 Sunday or Holidays shall be paid double such employee's hourly rate when required to work on a Sunday or Holiday.

An employee regularly scheduled to work on Sundays or Holidays shall be paid double his hourly rate when required to work a seventh (7th) consecutive day.

Section 4.3.1

An employee whose working hours commence after noon, shall be paid a shift differential of fifty cents (\$0.50) 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 4.3.2

In addition to payment provided in 4.3.1 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, vacations and longevity.

Section 4.4

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. The City will provide employees with five (5) working days' notice of a change in work shifts or hours of work on each shift unless exigent circumstances prevent such notice.

Section 4.5

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 hourly rate of the employee.

Section 4.6

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 up in this Section by the emergency. Overtime will be equalized among employees of the same classification to within twenty (20) hours in the fiscal year, and for purposes of computing this equalization, employees who refuse such overtime shall be deemed to have worked the same.

a. In order to fulfill the provisions of Section 4.6, 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 4.7

Within a specific department unit, section, division, or like unit of 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 4.6 of this Article, shall be respected and maintained.

Section 4.8

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 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 4.9

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 4.10

Whenever the scheduled hours of an 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 thirty-five (35) hour week shall be paid at the rate of one and one-half (1-1/2) the regular established hourly rate of the employee.

Section 4.11

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

Section 4.12

Whenever Fuessenich Park is used for activities in the evening hours, an employee of the Recreation Department shall be present.

Section 4.13

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

ARTICLE V **VACATIONS**

Section 5.1

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 5.2

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 5.3

Any full time eligible employee, upon the completion of five (5) years of continuous service, shall be granted annual vacation in the amount not to exceed fifteen (15) working days or one hundred and twenty (120) hours if working a forty (40) hour week and fifteen (15) working days or one hundred and five (105) working hours if working a thirty-five (35) hour week.

Section 5.3.1

Each employee who has completed eleven (11) or more years of continuous service shall be granted additional vacation leave with pay according to the following schedule:

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

Section 5.3.2

Each employee who has completed twenty five (25) or more years of continuous service shall be granted annual vacation leave with pay in an amount not to exceed twenty five (25) working days or one hundred and seventy five (175) hours if working thirty-five (35) hour week.

Section 5.4

The vacation period shall be from July 1 until June 30, except that no vacation shall be granted during the months of December, January and February without the approval of the Department Head. Vacations during periods other than December, January and February shall be agreed upon by the Department Head and employee and conflicts between employees shall be resolved by seniority. Vacation time will be requested and scheduled at a minimum of one-half (½) of a scheduled work day.

Section 5.5

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 5.6

Any employee who is retired or terminated for any reason from City service shall be entitled to the sum total of his vacation leave as of date of retirement or termination for that fiscal year only.

Section 5.7

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

Section 5.8

Vacation leave shall not be accumulative from one year to another, except that any full time eligible permanent employee who shall have completed fifteen (15) 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, and employees who shall have completed ten (10) years of service shall have the right to accumulate vacation time to the limit of one (1) week 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.

Vacation balances in excess of two (2) weeks that remain unused because of extended leaves of absence on paid Worker's Compensation may not be carried over to next vacation year.

Section 5.9

If any 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 VI **HOLIDAYS**

Section 6.1

Paid holidays shall be as follows:

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

Section 6.2

If a holiday falls on a Sunday, the Monday following shall be observed as the holiday.

Section 6.3

If a holiday falls on a Saturday, the Friday preceding shall be observed as the holiday.

Section 6.4

If, because of an emergency, an employee is required to work on a paid 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 6.5

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

Section 6.6

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 an acceptable or reasonable excuse.**

Section 6.7

Each employee shall be granted **two (2)** personal days annually.

Section 6.8

All employees shall be entitled to one and one-half (1-1/2) personal days, one (1) day before Christmas Day, and one-half (1/2) day before New Year's Day, under the following conditions:

a. Should the City determine that employees are required during such hours, employees will work at their straight time hourly rate. The entitled personal time shall be granted at a later date.

b. Employees required to work on either the one (1) or one-half (1/2) personal days and who fails to do so, will forfeit such one (1) or one-half (1/2) personal day(s) not worked.

Section 6.9

Any employee having perfect attendance from July 1 through June 30 of any year shall be entitled to one (1) personal day. Any unusual circumstances shall be reviewed by the Department Head.

ARTICLE VII

SENIORITY

Section 7.1

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 7.4 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, and retirement service credit.

Section 7.1.1

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 1 of this Article, including but not limited to layoff, recall, transfer, promotions, vacation preference.

Section 7.2

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

Section 7.2.1

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

Section 7.3

In case of layoff for lack of available departmental funds or necessary work, the employee with the least amount of seniority 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.

Section 7.4

The City shall place the name of any laid off employee on the appropriate reemployment list, and arranged in the order of seniority. The employee's name shall remain on the list until he is reemployed, except that the list shall remain in effect not longer than **one (1) year**.

Section 7.5

The City shall first certify from the reemployment 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 first to be employed.

Section 7.6

Any new employee appointed to a position shall serve a six (6) month probationary period. 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 7.7

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

Section 7.8

Any change in job descriptions shall be discussed with the Union.

ARTICLE VIII **VACANCIES AND TRANSFERS**

Section 8.1

When a vacancy exists, either promotional or otherwise, the employee who is qualified with the highest seniority shall be given the first opportunity to fill such vacancy. All vacancies will be posted, including openings which represent promotional opportunities to an individual employee or for the bargaining unit as a whole. Notice of a promotional vacancy shall be posted for one (1) week in the department in which there is a vacancy and those employees shall have the first opportunity to bid on and be considered for the position. If not filled the vacancy shall be posted in all departments for an additional week and those employees shall then have an opportunity to bid on and be considered for the position. A probationary period of three (3) months shall be served in filling any vacancy, upon the successful completion of which, the vacancy shall be deemed to have been filled. Any employee filling a vacancy shall have the option of returning to his/her former position during the first two (2) weeks of service in the position.

Section 8.2

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

1. Such transfers shall not exceed **ninety (90)** working days, and
2. Such transfers shall not be compulsory except as provided in 8.2.1 and 8.2.2 hereof.
3. The City shall provide a written explanation to the Union whenever the City

extends a temporary transfer beyond **ninety (90)** days. The City recognizes that the Union has the right to grieve such transfers that exceed the **ninety (90)** day period.

Section 8.2.1

An employee may be temporarily transferred to a lower classification provided his rate of pay shall remain unchanged. Such transfer shall be compulsory on the least senior employee who is qualified.

Section 8.2.2

An employee may be temporarily transferred to a higher classification provided he is paid at the same step in the higher classification as that which he held in the classification from which he was transferred. Such transfer shall be compulsory on the least senior employee who is qualified.

Section 8.3

An employee who is temporarily assigned to perform supervisory duties as a 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.

Section 8.4

An employee promoted to a higher classification shall be paid at the same step of the previous classification when the promotion involves no more than one labor grade.

An employee promoted to a higher classification that involves more than a one labor grade increase, shall be paid at the step as determined by and in accordance with the following formula:

1. The City will calculate the total spread of wages between step 1 and step 4 of the higher labor grade and divide this amount by three (representing 3 steps of increases) to determine the average increase between steps.
2. This average increase will be added to the employee's current rate. The City will then bring the employee to the step in the higher labor grade that is equal to or next higher than this figure (current rate plus average increase between steps).

ARTICLE IX **PRIOR PRACTICE**

Section 9.1

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

Section 9.1.1

The number of employees assigned to any vehicle performing snow plowing and sanding operations will depend upon need as determined by the City. In determining need, such factors as the following shall be taken into consideration: employee safety, severity of storm, length of assignment, route difficulty, availability of communication equipment, etc.

Section 9.2

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

Section 9.3

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

Section 9.4

When an employee has been assigned to a specific piece of equipment, no other employee shall be assigned to operate such equipment during regular working hours except in the absence of the employees so assigned. It shall be the policy of the City to utilize the employee assigned to the equipment for overtime work, subject, however to its obligation to equalize overtime in accordance with Article IV, Section 4.6.

Section 9.5

It shall be the policy of the City to assign employees to new mobile equipment on the basis of seniority in classification. The City will assign the vehicle no later than thirty (30) days after the new equipment is ready to be put in service. If, at any time, the employee having seniority is not assigned to such equipment, upon his request he shall be entitled to an explanation in writing as to why he was not so assigned.

ARTICLE X **SHOP STEWARD**

Section 10.1

The **Department Shop Steward and Chief Steward** shall be allowed time off to discuss grievances with the **Supervisor** without loss of pay.

Section 10.2

When presenting grievances before the Personnel Director, **or appropriate authority**, both **Department Shop Steward, Chief Steward, and President or designee** and aggrieved party **may** attend without loss of pay.

Section 10.3

Union officers, **Chief Steward** and **Department Shop Steward** of the Union shall have top seniority in the Department in the event of layoff.

ARTICLE XI **SAFETY AND HEALTH**

Section 11.1

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

Section 11.2

The Safety Man designated by the Union when requested, shall have the right to inspect any or all activities or places of work which he feels may violate safety rules or endangers an employee's health. 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 11.3

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 whenever situations warrant it. Employees who do not utilize safety measures shall be subject to disciplinary action.

Section 11.4

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 11.5

On each August first a shoe allowance of **one hundred eighty dollars (\$180.00)** shall be paid to all employees in the bargaining unit. Employees of the Sewage treatment plant shall use the shoe allowance for safety shoes only, in accordance with WPCA PPE policy.

Section 11.6

Payable on each August first, each employee, **except WPCA employees**, in the bargaining unit shall receive a clothing allowance of two hundred forty-five dollars (\$245.00) per year. **Uniforms for WPCA employees shall be provided by the City in accordance with existing practice allowing choice of uniform. If the practice changes the employees will get a clothing allowance as mentioned above for other employees.**

Section 11.7

Employees assigned to perform work resulting from a court ordered eviction shall be given 48 hours advance notice of any such assignment provided such advance notice is given to the City. Upon completion of such assignment, participating employees shall be granted adequate time to shower and change to clean clothes at the Town Garage.

Section 11.7.1

The City shall provide employees with full laundering service following completion of assignment of work performed in connection with a court ordered eviction.

Section 11.8

There shall be a hazard duty pay in addition to his/her regular pay rate for the employees involved with the sky worker and sweeper as follows:

Skyworker: Person working on the boom - 15% additional. Person working the ground controls - 10%.

Sweeper: Operators shall receive 10% additional.

Section 11.9

An employee called back to work during snow, ice or other storm conditions providing dangerous driving conditions shall be paid from the time he is called into work if he arrives at the garage within an hour after receiving the call.

Section 11.10

Any employee assigned to operate the following shall receive Grade VI pay for the full time of the assignment:

- Motrim
- Loaders
- Backhoe
- Graders
- Rollers (ten (10) tons or more)
- Snow Loaders
- Pavers
- Vactor Truck
- Kubota (Farm Tractor) Operator
- Howard Mower (Three Deck Mower) Operator
- Screed and Push Box Operator
- Pothole Patcher

ARTICLE XII

LONGEVITY

Section 12.1

a. Employees regularly scheduled to work a minimum of thirty-five (35) hours per week shall, in addition to their regular pay increases that may be provided, receive an additional four dollars and thirty-five cents (\$4.35) per week after the first five years of service. Thereafter, employees shall receive an additional two dollars and ten cents (\$2.10) per week after completion of each subsequent five years of service up to the completion of thirty (30) years of service. Such longevity pay increases shall be included in the weekly pay of the employees, and shall be included for pension purposes.

b. Employees hired after July 1, 2011 shall not be entitled to the longevity payments described in Section 12.1 a..

ARTICLE XIII

BULLETIN BOARDS

Section 13.1

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

ARTICLE XIV

STRIKE - LOCKOUT

Section 14.1

During the life of this Agreement, there shall be no strike by employee or employees, nor shall there be any lockout by the City in any part of the City's operation.

ARTICLE XV

MILITARY LEAVE

Section 15.1

Any full time permanent employee who leaves the services 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 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 who applies for reemployment with the City within ninety (90) days of such discharge, shall be reinstated to his former position together with all rights and privileges providing he meets the minimum qualifications of the position.

Section 15.4

Employees reemployed in accordance with Section 15.3 shall be granted all reemployment rights as are determined by Federal and State Statutes.

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 as determined by Sections **15.1, 15.2, and 15.3**, 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 the total length of City service.

Section 15.7

Any permanent employee who is a member of the National Guard or the organized military reserve, shall be granted a leave of absence not to exceed fifteen (15) calendar days during any one (1) calendar year, provided he files with his Department Head a copy of his military orders placing him on active military duty. The City shall reimburse such employee in an amount equal to the difference between his military pay and his wages as an employee of the City. Leave granted by this Section shall be in addition to annual leave.

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 position or positions, shall receive, on the anniversary date of his permanent employment with the City, a pay increase of one step as provided in the Wage Schedules which are attached hereto as a part hereof. No portion of any such increases 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 ensure efficiency and employee morale.

Section 17.2 - Definition

A grievance for purposes 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 Public Works Department.
- d. Matters relating to the interpretation and application of the Articles and Sections of 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 anew 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 One - 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 Two - 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 Three - 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 arbitrator shall not have the power to add to, delete from, or modify terms of the collective bargaining agreement.

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 party related to the grievance process desires 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 - Public Works Employee Union, Local **2212 of Council #4, AFSCME, AFL- CIO as Complainant**

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

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

Employees shall have the right to be represented by the Union.

Section 17.9

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 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 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 HSA 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

RATES OF PAY

Section 19.1

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 hourly rate, which shall be reflected in Schedule **A** which is attached hereto as part of this Agreement.

Section 19.2

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

Section 19.3

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

Section 19.4 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 Step 1.

ARTICLE XX

LIFE INSURANCE

Section 20.1

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 provisions of the Municipal Employees Pension and Retirement Plan to **fifteen thousand dollars (\$15,000)**.

Section 20.2

With respect to the benefits related in Section 1, above, the City shall provide an Accidental Death and Dismemberment Benefit for employees.

Section 20.3

Employees shall be permitted to purchase additional Term Life Insurance referenced in Section 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 XXI

DISABILITY BENEFIT

Section 21.1

Any employee who shall become totally and permanently disabled from an injury sustained arising out of his employment as determined by the Worker's Compensation Law of the State of Connecticut, shall, in addition to any other compensation, receive a disability benefit which shall be in an amount sufficient to equal seventy-five per cent (75%) of his average annual earnings for the three (3) year period immediately prior to the date of the injury which led 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 21.2

Any employee who shall have completed five (5) 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 21.3

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 21.4

An employee and/or retiree may not receive a pension benefit under Exhibit R and collect disability benefits under Section 21.1 or Section 21.2 at the same time.

ARTICLE XXII

RETIREMENT

Section 22.1

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

ARTICLE XXIII

NON-MEMBERS OF PENSION AND RETIREMENT PLAN

Section 23.1

An employee who was employed by the City of Torrington on July 1, 1984, 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/her spouse as are provided by the City for those retiring under the Pension and Retirement Plan.

ARTICLE XXIV **TERMINAL LEAVE**

Section 24.1

Any employee hired prior to May 16, 2007 who retires from the City in compliance with regular retirement procedures, shall be carried on the City payroll until his audited accrued sick 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.

Section 24.2

Any employee hired prior to May 16, 2007 who retires in compliance with Social Security regulations shall be carried on the payroll of the City until his audited accrued credited sick 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 entitled to such lump sum payment.

ARTICLE XXV **FUNERAL LEAVE**

Section 25.1

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, Daughter-in-law, Son-in-law, Child, Grandmother, Grandfather, Grandchild, Mother-in-law, Father-in-law, or any relative who is domiciled in the employee's household.

Section 25.2

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 XXVI
SEWAGE TREATMENT PLANT

Section 26.1

Within employees of the Sewage Treatment Plant, shift preference in the various classifications of employees shall be determined by date of employment.

ARTICLE XXVII
DISCIPLINARY ACTION

Section 27.1

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 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.”

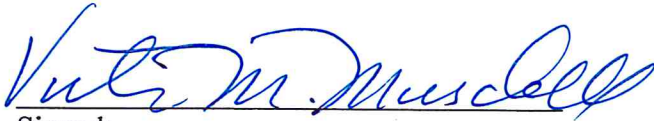
ARTICLE XXX
DURATION

Section 30.1

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 1, ~~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~~.

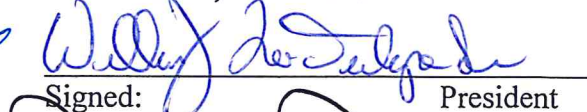
FOR THE CITY OF TORRINGTON



Signed:


Signed:

FOR LOCAL ~~2212~~ COUNCIL 4
AFSCME, AFL - CIO


Signed: President

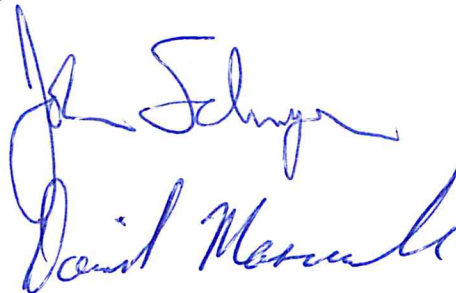


Signed:

mark a. Jordan
Signed:


Signed:

Don C. Kishki
Signed:

Alan Regan
Signed:

SCHEDULE A
LOCAL 2212 OF COUNCIL #4
TORRINGTON PUBLIC WORKS EMPLOYEES
EFFECTIVE 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	\$17.6120	\$19.6120	\$20.1287	\$20.7231	\$21.2528
II	\$18.1546	\$20.1546	\$20.7489	\$21.3303	\$21.8858
III	\$18.8135	\$20.8135	\$21.3560	\$21.9245	\$22.5059
IV	\$19.7566	\$21.7566	\$22.5447	\$23.3845	\$24.2243
V	\$20.7257	\$22.7257	\$23.4878	\$24.3146	\$25.1673
VI	\$21.6429	\$23.6429	\$24.4181	\$25.2062	\$25.9554
VII	\$22.8832	\$24.8832	\$25.8651	\$26.9891	\$27.9710
VIII	\$24.1751	\$26.1751	\$27.1054	\$28.2423	\$29.3274
IX	\$25.4413	\$27.4413	\$28.4619	\$29.4437	\$30.5032
X	\$26.9269	\$28.9269	\$30.2318	\$31.4592	\$32.8029
XI	\$28.4257	\$30.4257	\$31.7564	\$33.0612	\$34.3403
XII	\$30.0405	\$32.0405	\$33.3067	\$34.5858	\$35.9812
XIII	\$31.5780	\$33.5780	\$34.8442	\$36.1619	\$37.4927

SCHEDULE B
LOCAL 2212 OF COUNCIL #4
TORRINGTON PUBLIC WORKS EMPLOYEES
EFFECTIVE JULY 1, 2016
(2.0%)

<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	\$18.0042	\$20.0042	\$20.5313	\$21.1376	\$21.6778
II	\$18.5577	\$20.5577	\$21.1639	\$21.7569	\$22.3235
III	\$19.2298	\$21.2298	\$21.7832	\$22.3630	\$22.9561
IV	\$20.1917	\$22.1917	\$22.9956	\$23.8522	\$24.7087
V	\$21.1802	\$23.1802	\$23.9576	\$24.8009	\$25.6706
VI	\$22.1157	\$24.1157	\$24.9065	\$25.7103	\$26.4746
VII	\$23.3808	\$25.3808	\$26.3824	\$27.5289	\$28.5304
VIII	\$24.6986	\$26.6986	\$27.6475	\$28.8071	\$29.9140
IX	\$25.9902	\$27.9902	\$29.0311	\$30.0326	\$31.1133
X	\$27.5055	\$29.5055	\$30.8365	\$32.0883	\$33.4590
XI	\$29.0342	\$31.0342	\$32.3915	\$33.7224	\$35.0271
XII	\$30.6814	\$32.6814	\$33.9728	\$35.2775	\$36.7008
XIII	\$32.2495	\$34.2495	\$35.5411	\$36.8852	\$38.2426

SCHEDULE C
LOCAL 2212 OF COUNCIL #4
TORRINGTON PUBLIC WORKS EMPLOYEES
JULY 1, 2017
(2.0%)

<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	\$18.4043	\$20.4043	\$20.9419	\$21.5603	\$22.1114
II	\$18.9688	\$20.9688	\$21.5871	\$22.1920	\$22.7700
III	\$19.6544	\$21.6544	\$22.2188	\$22.8103	\$23.4152
IV	\$20.6355	\$22.6355	\$23.4555	\$24.3292	\$25.2029
V	\$21.6438	\$23.6438	\$24.4368	\$25.2970	\$26.1841
VI	\$22.5980	\$24.5980	\$25.4046	\$26.2245	\$27.0040
VII	\$23.8884	\$25.8884	\$26.9100	\$28.0795	\$29.1010
VIII	\$25.2326	\$27.2326	\$28.2004	\$29.3833	\$30.5123
IX	\$26.5500	\$28.5500	\$29.6118	\$30.6332	\$31.7356
X	\$28.0956	\$30.0956	\$31.4532	\$32.7301	\$34.1282
XI	\$29.6549	\$31.6549	\$33.0394	\$34.3969	\$35.7276
XII	\$31.3350	\$33.3350	\$34.6523	\$35.9830	\$37.4348
XIII	\$32.9345	\$34.9345	\$36.2520	\$37.6229	\$39.0074

SCHEDULE D

CLASSIFICATIONS & LABOR GRADES

Labor Grade IV

Highway Maintainer I
Watchman
Caretaker I

Labor Grade V

Equipment Repairman
Timekeeper/General Clerk
Highway Maintainer II
Assistant Plant Operator in Training
Caretaker II

Labor Grade VI

Highway Maintainer III
Equipment Mechanic I

Collection System Operator

Trailer Driver
Pothole Patcher Operator

Street Department Secretary

Caretaker III

Labor Grade VII

Highway Maintainer IV
Assistant Plant Operator
Engineering Technician
Carpenter/Crew Leader
Working Foreman – Parks
Mason
Welder
Equipment Mechanic II
Pretreatment System Operator
WPCA Maintenance Mechanic II
Surveyor/Engineering Assistant in Training

Labor Grade VIII

Foreman Street Department

Foreman – Parks**

Master Mechanic

Lab. Technician

Engineering Surveyor

Chief Construction Inspector

Supply and Service Coordinator

Engineering Assistant

WPCA Chief of Maintenance

WPCA Master Mechanic/Electrician

Labor Grade IX

Senior Plant Operator

Collection System Foreman

Labor Grade XI

Project Engineer

Construction Project Coordinator

****Subject to: new job description, no backfilling of Working Foreman job, will perform as assigned by Superintendent, eff. 11/16/15**

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 PT/OT/Chiro Speech	Covered 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	\$100 per admission co-pay

Facility	Covered up to 120 day per calendar year
Hospice	\$100 per admission co-pay Covered up to 60 days
Outpatient Hospital	\$100 per admission co-pay
Outpatient Surgery Facility Charges	
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
Immunizations - all ages	No charge	80% 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	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.
Treatment Resulting From Life Threatening Emergencies 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.		
Mental Health	100% after plan deductible	80% after plan deductible
Substance Abuse	100% after plan deductible	80% after plan deductible

Schedule G

Overtime Charging Procedure for Street Department

UPDATED 10/13/15

Overtime Equilization Procedures

The following procedures for equilization of overtime are established by the parties here to in accordance with the provisions of Article four Section six and Article nine Section four.

1. The Superintendent will post a daily overtime call list.
2. Employees called for overtime work and refuse will be charged.
3. Employees on sick leave shall not be called.
4. Employees who are absent for a period on excess of one week will be charged the average of the overtime worked for the period of absence.
5. Employees on vacation will not be called. **Employees granted vacation by the Superintendent during the months of December, January and February and needed to work for Full Call-In storms will be called to work. Time worked or not worked will be charged.**
6. In the event of an emergency, and employee who is on sick leave or vacation who may be called and works, shall **not** be charged.
7. All overtime hours worked will be translated from overtime premium hours to straight time hours.
8. Any employee not available will be charged.

In witness whereof, the parties have caused their names to be signed on this 9th day of December 1981.

For the City of Torrington

Signed: Michael Bonisue

Supt. of Streets

Public Works Employees Union, Local 1303, Chapter 34 of Council 4,
American Federation of State County & Municipal Employees, AFL-CIO

Signed:

Albert C. Zander
President

UPDATED 10/13/15

SUPT OF STREETS

CHIEF STEWARD

DAVID

MASCIARELLI

SHOP STEWARD

MARK JURGILEWICZ

Witness

Anthony Jordan

[Signature]
[Signature]
[Signature]

SCHEDULE H

MPP 28,619 SETTLEMENT – SEASONAL PARK'S DEPT. EMPLOYEES

Settlement Agreement
City of Torrington and Public Employees Local 1578
MPP 28-619

Date: October 13, 2011

In full settlement of the above
MPP 28619 The parties agree as
follows:

1. On or before March 1, 2012 The
City will draft a job description
for seasonal employees.
2. ~~Provision with the union that the City~~
~~will draft a job description for seasonal~~
~~employees but the City shall have the right to~~
~~reject any such description.~~
3. Seasonal employees shall only
be employed in the Parks and
Rec Department
4. Such employment shall be
limited in duration from
May 1 to September 1, in any
year.
5. The Union will withdraw MPP 28619.

Victor M. Mancini
L. G. M.

W. D. Kinsler
J. L. M.

SCHEDULE I

Temporary Transfers

MEMORANDUM OF AGREEMENT

To: David Kissko – Vice President, AFSCME Local 1579, PW
David Masciarelli - Chief Steward, AFSCME Local 1579, PW

From: Tom Gritt - Personnel Director

Re: Grievance Resolutions and Memorandum of Agreement

The following agreement is made between the City of Torrington and the Union:
AFSCME Local 1579, Public Works.

This resolution is in regards to temporary transfers found in Article VIII, Sections 2, 2.1, and 2.2 and Article XI, Section 10.

It is agreed that employees who are assigned per the above sections of the labor agreement shall be selected at the discretion of their Supervisor and shall be assigned for a period of up to 90 days. After 90 days, other employees, provided they have the ability and have indicated their interest in writing, will be afforded the opportunity to work in that other classification or operate that piece of equipment.

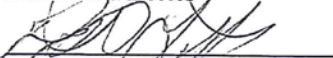
It is further agreed and understood that any such temporary transfer or assignment, as outlined in the above sections of the labor agreement, which exceeds any 90-day period of time, does trigger the obligation of the City to afford another employee the opportunity to work in that other classification or operate that piece of equipment.

In full resolution of these matters, the Union agrees to withdraw grievances # 03-02 and # 02-09.

Agreed:



Thomas Gritt

Personnel Director



Robert Lizotte
Superintendent of Streets

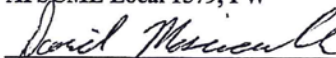
Date: 11/13/03


11/6/16

Agreed:


David Kissko – Vice President

AFSCME Local 1579, PW



David Masciarelli - Chief Steward,
AFSCME Local 1579, PW

Date: 11/13/03

Mark Jordan
11/6/2016

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:

Section 1

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 ($\frac{1}{2}$) 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 (½) 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.

Exhibit R

Pension (Defined Benefit Plan) 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:

Section 1

The existing Pension (**Defined Benefit Plan**) and Retirement provisions with respect to City employees and Torrington Board of Education employees covered by this Agreement shall **apply only to employees hired prior to May 2, 2011 and shall** continue with the following changes and additions which became effective **August 30, 2016** as specifically mentioned below as follows:

- a. All members of the bargaining units shall **remain** members of the appropriate pension and retirement plan of the City of Torrington covering such employees. 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. Each participant's final average annual salary shall be computed at the average of his/her last three (3) years gross annual earnings
- 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 ($\frac{1}{2}$) 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 pursuant to federal guidelines**, 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) **years of service** 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 ($\frac{1}{2}$) 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 Board of Trustees of the City Employees Retirement Fund shall be comprised of ten (10) members: the Mayor, Treasurer, six (6) Councilmen, and two (2) Union representatives from the bargaining unit that has an issue pending before the Trustees. In any such case the quorum of the Board of Trustees shall be six (6). The City shall appoint two (2) Union representatives, selected by the Union, from each of the three (3) bargaining units. Said Union members names will be submitted to the Mayor in writing by the Union President annually. Only two (2) representatives may vote on any matter relevant to the respective bargaining unit to which the matter pertains. Under no circumstances may more than two (2) Union members vote on any particular matter before the Trustees.**

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

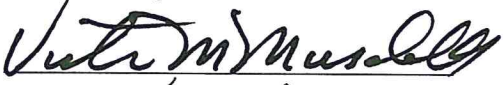

The Union shall receive a copy of the annual financial report of the Plan from the Employer which shall be mailed to Council 4, AFSCME Office not later than sixty (60) days after receipt of said report by the Employer.

Section 6

This Pension Agreement shall be effective on **August 30, 2016** and shall remain in effect through **August 29, 2026**, 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.

In Agreement:

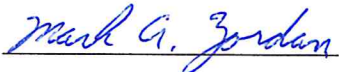
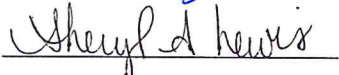
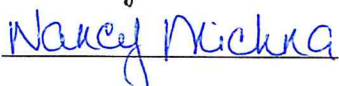
For the City:

For the Board of Education:

Date: 10/21/16

For the Union:

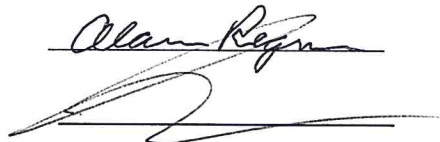


EXHIBIT S

Section 1

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 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 – **(Effective 7/1/2017 – 7% of pay, and effective 7/1/2020 – 8% of pay)** (pretax, including overtime)
 - b) Mandatory Employee contribution – 6% of pay –(pretax, includes overtime and made by payroll deduction).
 - c) Vesting – Employee contribution vests immediately.
City contribution – **Vests at the rate of 20% per yr.** over the first 5 years.
 - d) **Employees may make withdrawals** at age 55 consistent with IRS regulations.
 - e) **Employees may roll over** a 401 plan from a prior employer.
 - f) Investment options provided through ICMA.

Section 2

(1) The City will provide all the medical coverage which is provided to active bargaining unit employees to employees hired prior to September 7, 2016 who leave City service and have reached a minimum age of 55 and have at least ten (10) consecutive years of service until he/she reaches age 65.

(2) The City will provide to the spouse of an eligible employee until age 65 and to his/her other family members, while eligible, all the medical coverage which is provided to active bargaining unit employees even though he/she is age 65 or older.

(3) If such an employee 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. He/she 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 certified mail, return receipt requested, that he/she is no longer employed or that the he/she 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 person receiving coverage set forth in this Section 2 shall pay the same amounts of the cost associated with said medical coverage as active bargaining unit employees, until

he/she reaches age 65 in accordance with the reasonable guidelines established by the Finance Department of the City and/or the Business Office of the Board of Education.

(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.

(6) An employee hired prior to September 7, 2016 who receives benefits under the provisions of this Defined Contribution Plan and/or his/her 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.

(7) No medical benefits including Anthem Blue Cross/Blue Shield 65 High Option and Blue Shield 65 Plan 81 will be provided by the City to any employee hired after September 7, 2016, or to his/her spouse or dependents, who terminates City service.

Section 3

This **Defined Contribution Plan** Agreement shall be effective on **August 30, 2016** and shall remain in effect through **August 29, 2026**, 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 Agreement, on or before one hundred and twenty (120) days prior to June 30 of any such year. This Agreement shall remain in full force and be effective during such period of negotiations.

In Agreement:

For the City:

Vicki M. Muschels
John G. Gidd

For the Union:

Mark A. Jordan
Sheryl A. Lewis
Nancy Dickson
Alan Regan

For the Board of Education:

Date: 10/21/16