

City Of Torrington



140 Main Street
Torrington, CT 06790

Tel: (860) 489-2394
Personnel Dept.

May 31, 2022

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

RE: City of Torrington and Local 2212, AFSCME, Council 4 (City Hall Employees)
Successor Agreement 2021-2025

Dear Mayor and Members of the City Council:

The current contract between the City of Torrington and Local 2212 (City Hall Employees) expired on June 30, 2021. The parties have been negotiating the terms of a successor agreement since March 2021. I am writing to notify you that I have reached a tentative agreement with the Local 2212 Union regarding the terms of a successor agreement. This agreement was ratified by the Union on May 23, 2022. I have attached a copy of the agreement for your reference.

Below are highlights of the major provisions of this agreement:

1. Duration:

July 1, 2021 to June 30, 2025

2. Wages:

July 1, 2021 (retroactive)—2% wage increase (estimated cost \$43,956)

July 1, 2022—2.50% increase (estimated cost \$57,964)

July 1, 2023—2.25% increase (estimated cost \$53,472)

July 1, 2024—2.50% increase (estimated cost of \$54,675)

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3. Hours of Work (Shift Differential):

Effective July 1, 2022, there will be an increase in the wage differential for employees whose working hours commence after 2PM from \$1.00 per hour to \$1.50 per hour. The economic impact of this change is approximately \$936 annually.

4. Premium cost share increases:

Members shall pay the following percentage toward their premium cost share:

July 1, 2021—14.5% (0.0% increase)
July 1, 2022—15.0% (0.5% increase)
July 1, 2023—15.0% (0.0% increase)
January 1, 2025—15.5% (0.5% increase)

5. Clothing and Shoe Allowance:

Annual shoe allowance has increased from \$125.00 to \$150.00 for Custodians, Traffic/Parking Operations Maintainers, Parking Enforcement Officers and Blight Enforcement Officers. Annual clothing allowance has increased from \$205.00 to \$255.00 for the aforementioned employees. The estimated annual increase is \$100 and \$200, respectively.

While I recommend approval of this agreement, Connecticut General Statute §7-474(b) does permit you to reject any negotiated collective bargaining agreement within thirty days from the date of this letter. This agreement will be approved automatically by law after 30 days if you do not vote to approve or reject. I will place an item on the Council agenda for Monday, June 6, 2022 for discussion and possible action.

If you have any questions, please let me know.

Very truly yours,


Jaime M. LaMere

Enc.

cc: Carol Anderson, Town and City Clerk

CITY OF TORRINGTON
and
LOCAL 2212, AFSCME, COUNCIL 4 (City Hall Employees)

Tentative Agreement

The City of Torrington and Local 2212, AFSCME, Council 4 (City Hall employees) have agreed, subject to ratification, to a successor collective bargaining agreement succeeding that having a duration of July 1, 2021 through June 30, 2025.

1. Article I – Recognition
Section 1.3.1

Change to read as follows:

The president shall be entitled to time off for negotiations, **investigations, grievances, arbitrations**, and MPP complaints.

2. Article II—Dues Check Off
Section 2

Change to read as follows:

Section 2.1 The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized deduction card, as certified by Secretary or authorized official of the Union, and which are Union dues ~~or service fees~~ as certified by the Union. Deductions shall be made the third week of each month.

The total amount deducted 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 **who have paid dues** with names and addresses of all such employees, mailed to the Treasurer of the Union not later than December first of each year.

Add new language as follows:

Section 2.5 Any person hired after the date of this agreement shall, within fifteen days, be released from work for thirty (30) minutes without loss of pay to attend a Union orientation with one (1) member of the Union's leadership. Management shall not be present during the Union's orientation. The Union shall notify the Personnel Department of the date and time of the orientation to provide the employee's department with an opportunity to schedule the employee's duties around this orientation. Please see orientation form attached to this agreement as Exhibit T.

The parties acknowledge the statutory requirements of Public Act 21-25 "An Act Concerning Access to public employees by the exclusive bargaining representative of a public employer bargaining unit", or as may be amended. A copy of Public Act 21-25 is attached hereto as Exhibit U.

3. Article III – Sick Leave
Section 3.1

Change to read as follows:

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

(a) When an employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours. If a reasonable length of time is used, it shall not be deducted from sick leave. Reasonable time shall be defined as two hours or less **and, effective July 1, 2022, shall not exceed two (2) hours per quarter (January-March, April-June, July-September, and October-December). This sick leave time shall not be accumulative.** Any time in excess shall be charged to sick leave.

4. Article III – Sick Leave
Section 3.2

Change to read as follows:

~~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.~~ Effective July

1, 2019, sick leave shall accrue at the rate of one (1) working day for each completed month of continuous full-time service.

5. Article III– Sick Leave
Section 3.10

Change to read as follows:

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

6. Article V—Hours of Work
Section 5.3.1

Change to read as follows:

Commencing July 1, 2022, an employee whose working hours commence after 2:00 p.m. shall be paid a shift differential of ~~one dollar (\$1.00)~~ **one dollar and fifty cents (\$1.50)** 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.

7. Article VII—Holidays and Personal Leave Days
Section 7.1

Change to read as follows:

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

New Year's Day**	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Good Friday	Columbus Day	Christmas Day
½ Work Day-Before Christmas Day:	4 hours for 40 hour employee	
	3-1/2 hours for 35 hour employees	

****See Section 7.6**

8. Article VII – Holidays and Personal Leave Days

Section 7.4

Change to read as follows:

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

9. Article VIII—Seniority

Section 8.3

Change to read as follows:

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

10. Article IX – Vacancies and Transfers

Section 9.1

Change to read as follows:

When a vacancy exists, either promotional or otherwise, the employee with the highest seniority who is qualified shall be given the first opportunity to fill such vacancy. **In order to be considered qualified, the employee must have the requisite knowledge and experience to fill the vacancy. Knowledge will be determined by a passing score on an established or recognized exam or test administered by the Personnel Department and a successful oral interview. In addition, to be considered qualified, the employee shall have no formal disciplinary record in the 12 months prior to the opportunity to fill such vacancy.** Vacancies shall be filled after simultaneous posting for ten (10) working days in each union and all departments. Preference shall be given to the applicant, if any, from the department or union where the vacancy occurred. ~~Notice of a promotional vacancy shall be posted for fourteen (14) days before being filled.~~

REMAINDER OF SECTION 9.1 REMAINS THE SAME.

11. Article XII – Safety and Health
Section 12.5

Change to read as follows:

Custodians, and Inspectors **and Traffic/Parking Operations Maintainer** shall receive a clothing allowance of ~~Two Hundred Five dollars (\$205.00)~~ **Two Hundred and Fifty-Five dollars (\$255.00)** per year payable annually on or before each August 15. Commencing July 1, 2016 Building Inspectors shall not receive a clothing allowance but shall be supplied work shirts and pants by the City and shall receive ~~one hundred and twenty five (\$125.00)~~ **one hundred and fifty dollars (\$150.00)** annually as a shoe allowance. **Parking Enforcement Officer and Blight Enforcement Officer shall receive one hundred and fifty dollars (\$150.00) per person annually as a shoe allowance.**

12. Article XVIII – Medical Coverage
Change to read as follows:

Section 18.1. Effective July 1, 2011, the HSA (Health Savings Account) plan described below became the core insurance plan. Any employee who is employed full time and is currently receiving Medicare benefits or any employee currently receiving Veterans benefits may remain in the OAP and shall pay the same percentage as those enrolled in the HDHP HSA (i.e. ~~13%, 13.5%, 14.5%, 14.5%, 15.0%, 15.0 and 15.5% (1/1/2025)~~ **14.5%, 15.0%, 15.0 and 15.5% (1/1/2025)** 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 18.3.

(a) Effective July 1, 2018 **2021** the City shall pay ~~eighty seven~~ **eighty five and one-half percent (87% 85.5%)** and all employees and retirees shall pay ~~thirteen percent~~ **fourteen and one-half percent (13% 14.5%)** of the cost of coverage under the HDHP HSA.

Effective July 1, 2019 **2022** the City shall pay ~~eighty six and a half percent~~ **eighty five percent (86.5% 85.0%)** and all employees and retirees shall pay ~~thirteen and one-half percent~~ **fifteen (13.5% 15.0%)** of the cost of coverage under the HDHP HSA.

Effective July 1, 2020 **2023** the City shall pay ~~eighty five and one-half percent~~ **eighty five (85.5% 85.0%)** and all employees and retirees shall pay ~~fourteen and one-half percent~~ **fifteen (14.5% 15.0%)** of the cost of coverage under the HDHP HSA.

Effective JANUARY 1, 2025, the City shall pay eighty four and one-half percent (84.5%) and all employees and retirees shall pay fifteen and one-half percent seventeen and one-half (15.5%) of the cost of coverage under the HDHP HSA.

13. Article XXII – Retirement
Section 22.1

Delete Section 22.1

~~An employee who has been employed by the City of Torrington on July 1, 1974, and who was at the time fifty (50) years age or over, and is not a member of the Pension and Retirement Plan, upon leaving the employment of the City at age sixty five (65) or at a later age, shall receive the same medical, hospital and life insurance benefits, for the benefit of such employee and his or her spouse as are provided by the City for those retiring under the Pension and Retirement Plan.~~

14. Article XXV- Discipline
Section 25.1

Change to read as follows:

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.~~

15. Article XXIV—Rates of Pay

Change to read as follows:

Section 24.1

Effective and retroactive to **July 1, 2021**, each employee of the bargaining unit shall receive a wage increase of **2.0%** of his/her hourly rate, which shall be reflected in Schedule A which is attached hereto as a part of this Agreement.

Section 24.2

Effective **July 1, 2022**, each employee of the bargaining unit shall receive a wage increase of **2.5%** of his/her hourly rate, which shall be reflected in Schedule B which is attached hereto as part of this Agreement.

Section 24.3

Effective **July 1, 2023**, each employee of the bargaining unit shall receive a wage increase of **2.25%** of his/her hourly rate, which shall be reflected in Schedule C-1 which is attached hereto as part of this Agreement.

Section 24.4

Effective **July 1, 2024**, each employee of the bargaining unit shall receive a wage increase of **2.5%** of his/her hourly rate, which shall be reflected in which Schedule C-2 is attached hereto as part of this Agreement.

16. Article XXV—Discipline

Add new Section 25.2 and Section 25.3

Add new language as follows:

Section 25.2

Disciplinary action shall be consistent with the type of infraction or malfeasance which is the subject of the discipline. Discipline should be progressive in nature. All disciplinary actions shall be communicated, in writing, to the employee, with a copy placed in the employee's personnel file and a copy sent to the Union President and his/her designee.

Section 25.3

Employees shall be allowed to review their personnel file upon written request as soon as practicable.

17. Article XXXI—Duration

Section 30.1

Change to read as follows:

This Agreement shall be effective as of **July 1, 2021** and shall remain in full force and effect through **June 30, 2025**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than **January 31, 2025** of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty

(30) days following such notice. This Agreement shall remain in full force and effect during the period of negotiations.

18. Schedule D—Classifications and Labor Grades

Change to read as follows:

Labor Grade III
Clerk Typist

Labor Grade V
Senior Clerk Typist

Labor Grade VII
Chief Clerk

Labor Grade VI
Senior Clerk Typist/Clerical Court Liaison-Traffic Division

***REMAINDER OF SCHEDULE D TO REMAIN THE SAME

All remaining proposals are withdrawn.

Dated this 18th day of May, 2022.

FOR CITY OF TORRINGTON

Jaimie M. Brumore

FOR LOCAL 2212, COUNCIL 4
CITY HALL EMPLOYEES

[Signature]
Cheryl Rumboldt