

COLLECTIVE BARGAINING AGREEMENT

CITY OF TORRINGTON

and the

**UNITED PUBLIC SERVICE EMPLOYEES
UNION**

**LOCAL 424 – UNIT 78
City Supervisory Employees**



July 1, 2023 to June 30, 2024

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AGREEMENT BETWEEN
THE CITY OF TORRINGTON
AND
LOCAL 424 - Unit 78
UNITED PUBLIC SERVICE EMPLOYEES UNION
(CITY SUPERVISORS)

PREAMBLE

The following Agreement by and between, respectively, the City of Torrington, hereinafter referred to as the "City" and UPSEU, Local 424 Unit 78 for those positions listed in the certification issued by the Connecticut State Board of Labor Relations in Decision No. 3058, dated December 9, 1992, and decision No. 4722 dated March, 24, 2014 hereinafter referred to as the "Union", is designed to promote and maintain harmonious relations between the City and such of its employees as may be covered by this contract with respect to wages, hours and other conditions of employment, to the end that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

SECTION 1.1

The City recognizes the Union as the representative for the purpose of collective bargaining by such City Supervisory employees employed by the City of Torrington, Connecticut, and that said Union is the exclusive representative of all such employees for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

Section 1.2 - Union Activities

Approved Union Delegates shall be allowed time off with pay, provided approval is given by the supervisor, to attend the below mentioned Union functions:

Steward or Officer Training Seminars. Total days under this section are not to exceed twenty (20) days per year.

ARTICLE II

DUES CHECK OFF

Section 2.1

The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized deduction card, as certified by the UPSEU business office or other authorized official of the Union, Union dues or service fees as certified by the Union. Deductions shall be made weekly.

The total amount deducted each month in accordance with the provisions of this Agreement will be remitted by the City together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the UPSEU business office 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 UPSEU business office of the Union not later than December first of each year.

Section 2.2

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

Section 2.3

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

ARTICLE III

LEAVE

Section 3.1 - Personal Leave

Employees shall be entitled to three (3) personal leave days per calendar year. Personal leave may be taken in one (1) hour increments per current practice. Additional leave beyond three (3) days may be requested by bargaining unit personnel who wish to be absent shall notify and receive approval from their immediate supervisor as far in advance as possible.

Section 3.2 - Short Term Illness

Supervisory personnel who wish to be paid when absent from duty for short-term illness or injury shall notify their immediate supervisor of his/her absence from work. Short-term illness 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/her personal attendance, and if supported by a Medical Certificate.
- c. A medical Certificate signed by a licensed physician or other practitioner whose method of healing is

recognized by the State authorities shall be required for any period of absence of four (4) or more working days or when an employee's attendance record shows abuse of sick leave.

Section 3.3 - Medical Leave

In the event that supervisory personnel are absent from work, for one period of continuous disability, due to a long-term illness, pregnancy, injury or disability, the City shall compensate them in an amount equal to a normal weekly salary for a period not to exceed ninety (90) calendar days. In the case of absences that exceed this ninety (90) day period, commencing on the ninety-first (91st) day compensation shall be provided in an amount equal to sixty percent (60%) of the gross salary, for a period not to exceed nine (9) months.

"One continuous period of disability" means a period of time during which an individual is unable to perform the duties of his/her position. Under the following circumstances, successive periods of disability due to the same or related causes will be considered one continuous period of disability:

When an employee has successive periods of disability which are not separated by four or more continuous weeks of active work with the employer on a full-time basis.

Receipt of this medical leave benefit is conditional on the following:

- a. The absence will exceed five (5) consecutive working days.
- b. The immediate supervisor will be given as much advance notice as possible.
- c. A medical certificate signed by a state-licensed physician shall be submitted to the Personnel Department listing the last day of work and the estimated date of return where practical.

- d. The City may provide a physician or nurse to make any necessary examination or investigation.
- e. Any compensation paid due to absence from duty in the case of illness, disability or injury for which such personnel are entitled to compensation under the Workers' Compensation Act, shall be considered as a set-off against any payments received pursuant to the provisions of the paragraph.
- f. Personnel absent from duty for illness, disability or injury caused by any third party, and who received compensation pursuant to the provisions of Section 3.3, shall assign to the City his/her right to recover damages against such third party and further, such personnel shall reimburse the City to the full extent of compensation received hereunder upon the settlement or judgment of any claim against such third party.

Section 3.4 - Maternity Leave

- a. Disabilities resulting from pregnancy and maternity, defined as hospital stay and any period of time prior to and subsequent to delivery certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, shall be considered medical leave in accordance with Section 3.3 above.
- b. Family and Medical Leave (FMLA) shall be granted pursuant to Federal Law.

Section 3.5 - Military Leave

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

- a. Such leave shall extend for the period of such military service and for ninety (90) days after honorable discharge from such service.
- b. Any employee on military leave who has been honorably

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

- c. Employees re-employed in accordance with Section 3.5b shall be granted all reemployment rights as are determined by Federal and State Statute.
- d. Any vacancy resulting from an employee being granted military leave in accordance with Section 3.5, shall be filled only on a durational basis.
- e. Military leave shall be considered as City service and be so entered upon City records. An employee on annual military training shall be granted a leave of absence with pay, less such sums received for such service, not to exceed fifteen (15) calendar days during any one calendar year, provided he files with his Department Head a copy of his military orders placing him on active duty.
- f. All Military leave shall comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA)

Section 3.6 - Funeral Leave

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, step-brother, step-sister, step-parent, step-child, or any relative who is domiciled in the employee's household.

In the event of the death of an employee's brother-in-law, sister-in-law, aunt or uncle, bereavement leave not to exceed one (1) day shall be granted

ARTICLE IV

WORK SCHEDULES

Section 4.1

The normal work week for full time employees shall be forty hours per week or at the scheduled hours as needed for the efficient operation of the department to which the employee is assigned.

Section 4.2

In the event the City changes the work week for any member of the bargaining unit, negotiations concerning the impact of such change shall be held.

ARTICLE V

VACATIONS

Section 5.1

Vacation shall be granted in accordance with the schedule in this Section. Employees will accrue vacation on a monthly basis for the prior month's service and be credited with vacation in accordance with the following accrual rates:

<u>Years of Service</u>	<u>Monthly Accrual Rate</u>	<u>Annualized Vacation</u>
Upon completion of:		
One month through 12 months	.83 days	Ten Days
One year anniversary	1.25 Days	Fifteen Days
Ten year anniversary	1.66 Days	Twenty Days
Fifteen year anniversary	1.75 Days	Twenty-One Days
Twenty year anniversary	2.08 Days	Twenty-Five Days

Personnel shall notify and receive approval from their immediate supervisor when planning a vacation leave.

Section 5.3

New employees shall be eligible to use their accrued paid vacation after completion of his/her six month probationary period with their Supervisor's advance approval.

Section 5.4

Employees may only take vacation leave that has been accrued. Employees may continue to accrue vacation to a maximum of two (2) times an employee's annualized vacation amount. Employees who exceed this amount shall stop accruing vacation until they again drop sufficiently below their maximum amount.

Section 5.5

Any legally 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 with a minimum of six months of City service shall be entitled to the sum total of unused vacation time as of the date of termination, however, upon retirement, any lump sum payout of accrued vacation time shall not be included in any pension calculation. For purposes of this Article, City service is defined the same as Seniority in Section 7.1.

Section 5.7

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

Section 5.8

Any employee with at least fifteen years of City service shall be permitted to take an extended vacation upon the following conditions:

1. Such extended vacation shall be no longer than six (6) consecutive calendar weeks.
2. Only one such vacation may be taken in any five (5) year period.
3. 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.

Section 5.9

If any employee is sick while on vacation and provided a request is supported by a medical certificate acceptable to their supervisor, such time off shall not be charged against accrued vacation balances.

Section 5.10

Whenever vacation accrual rates increase following an employee's one, ten, fifteen or twenty year anniversary, the new accrual rate will begin on the first paycheck of the next month following the anniversary date.

ARTICLE VI

HOLIDAYS

Section 6.1

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

New Year's Day	Good Friday	Columbus Day
Martin Luther King Day	Memorial Day	Veteran's Day

Thanksgiving Day	Independence Day
Labor Day	President's Day
Day after Thanksgiving	Christmas Day
	One-half (1/2) day Christmas Eve

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

In addition, the day before New Year's Day will be the same as the schedule of hours of the respective Department's employees who are supervised.

ARTICLE VII

SENIORITY

Section 7.1

Seniority as used in this Article shall mean a term of uninterrupted full time City service, in a position which is not publicly elected, beginning with the date of employment computed to any specific date which date shall not extend beyond the date of separation from City service.

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 during the first week of December.

Section 7.2.1

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

Section 7.3

Prior to the layoff or elimination of a position due to lack of funds, lack of work or reorganization, the City would ask the advice and counsel of the Union concerning the impact of such action. Included in this discussion will be alternatives to layoff, reorganization, etc., distribution of remaining responsibilities of the position being so affected, mitigation of the impact of laid off employees, etc. The City shall give at least six (6) weeks prior notice of pending layoff, elimination or reorganization of positions.

Section 7.4

The City shall place the name of any laid-off employee on an appropriate reemployment list 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 two (2) years. Neither temporary nor part-time employees shall be employed by the City while any qualified individual remains on the recall list.

Section 7.5

Any new employee shall serve a probationary period of six (6) months. During said period, his or her employment may be terminated for any reason without recourse to the grievance procedure. Upon successful completion of such period, his or her City seniority shall be computed in accordance with Section 7.1 above.

Section 7.6

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

ARTICLE VIII
APPOINTMENTS AND CLASSIFICATIONS

Section 8.1

Before filling any vacancy or newly created position in the bargaining unit, the City shall post said position for a period of ten (10) working days and shall send a copy of such posting to the Union.

Section 8.2

In filling positions within the bargaining unit, the City shall give consideration to applicants from within the bargaining unit. If, in the judgment of the City, the qualifications are met by two or more applicants, the senior bargaining unit employee shall be awarded the position unless an outside applicant is significantly better qualified.

Section 8.3

The City shall provide to the Union the job description of any new or changed job in the bargaining unit as soon as it has been changed or created. The parties shall meet to negotiate the appropriate salary of any bargaining unit position which is either newly created or whose duties and responsibilities have been substantially changed after the effective date of this Agreement.

Section 8.4

Any employee may fill a position on an acting basis for a period not to exceed six (6) months and only when designated by the Mayor in writing. Any employee performing work in the higher classification shall be paid at a rate ten percent (10%) higher than that of his/her current classification.

Section 8.5

For employees newly hired into a bargaining unit classification, once an offer is made and accepted, such employees will not receive any scheduled general wage increase until at least six months have passed from their date of hire.

Current bargaining unit employees who are promoted within the bargaining unit will not receive any scheduled general wage increase until at least six months have passed from the date of such promotion.

Under both scenarios mentioned above, at the end of this six month period, such employees will then begin to receive any negotiated general wage increase (and/or move to the negotiated job rate) that may have occurred during this six month period and if no such general wage increase was scheduled, the employee will receive the next negotiated general wage increase on the subsequent July 1, of any given year.

ARTICLE IX

UNION PRESIDENT

Section 9.1

The Union President or his/her designee shall be allowed time off to discuss grievances and other union-related matters without loss of pay provided permission is granted by his/her supervisor. Such permission shall not be unreasonably denied.

Section 9.2

When presenting grievances before appropriate authority, both a local union officer and the aggrieved party shall attend without loss of regular pay.

Section 9.3

Members of the negotiation committee shall be given time off with pay during negotiating meetings held during the normal workday.

ARTICLE X
MANAGEMENT RIGHTS

Section 10.1

a. Unless expressly and specifically limited, modified, abridged, or relinquished by a special provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the City, pursuant to any Charter, general or special statute, ordinance, regulation, or other lawful provision, over the complete operations, practices, procedures, and regulations with respect to employees of the City shall remain solely and exclusively in the City.

b. The practice of allowing the Superintendent of Streets, the Assistant Superintendent of Streets, the Fleet Manager and the Administrator of the WPCA the use of a city vehicle to take home shall be eliminated for any employee hired after July 1, 2011.

ARTICLE XI
SAFETY AND HEALTH

Section 11.1

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

ARTICLE XII
LONGEVITY AND TUITION REIMBURSEMENT

Section 12.1

Employees shall, in addition to their regular pay or any pay increases that may be provided, receive an additional five dollars (\$5.00) per week after each five (5) years of

service. Such longevity pay increases shall be included in the weekly pay of the employees but shall not be a part of base wages or salary. There shall be six (6) such adjustments, with the final longevity pay increase occurring on the completion of thirty (30) years of service.

For purposes of calculating Longevity, "years of service" shall mean consecutive years of employment, without any break in service, in a full time position which is not publicly elected.

This section providing longevity payments for employees will not apply to any employee hired after July 1, 2011.

Section 12.2

The City shall reimburse full-time employees 75% of the cost of tuition, course registration fees and textbooks, up to a maximum of \$300.00 per course, for required courses in an approved, accredited college program leading to an Associate, Bachelor or Graduate degree, where that degree is directly related to the employee's current occupation.

Prior written approval of the degree program and each subsequent course must be obtained from the employee's Supervisor and the Mayor, to be considered for tuition reimbursement. Official evidence of course completion with a satisfactory grade of "C" or its equivalent, or higher, must be achieved to qualify for reimbursement. Original receipts must be provided for qualified expenses. Reimbursement shall be by separate check.

The maximum reimbursement permissible is limited to three courses per semester for Undergraduate programs and no more than 2 courses per semester for Graduate programs. Neither class attendance or course work will interfere with an employee's job performance, schedule of hours or availability to work hours necessary for the efficient operation of the Department, as determined by the Mayor.

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 posting of notices concerning Union business.

Section 13.2

The City shall give to each present employee and to each such new employee when he/she is hired, a copy of this contract at no cost to the Union.

ARTICLE XIV
SALARY

Section 14.1

Salaries for the year of this Agreement for bargaining unit positions covered by this Agreement are set forth in Schedule A attached hereto and made a part of this agreement.

Section 14.2

During the term of this Agreement any newly created bargaining unit position shall be evaluated and placed in the salary schedule in accordance with the 1994-95 wage study criteria, or any modifications to said criteria that have been agreed to by the parties.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.1 - Purpose

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and employee morale.

Section 15.2 - Definition

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

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

Section 15.3 - Procedure

A grievance must first be discussed orally by the grievant and his/her immediate supervisor in an attempt to resolve it before it is officially filed. However, a grievance must be filed, in writing, at Step 1 within fifteen (15) working days of the Union's or the employee's gaining knowledge of the event giving rise to it, but no later than thirty (30) calendar days from said event. If not so filed, the grievance shall be considered waived.

Step 1

Any grievant shall reduce the grievance to writing and submit it to his/her immediate supervisor who shall render a decision thereon, in writing, to the grievant and his/her representative, if any, within five (5) working days after the date of filing.

Step 2

If the grievant and his/her representative, if any, are not satisfied with the decision rendered at Step 1 and wishes to move it to Step 2, he/she or his/her representative, if any, shall submit the grievance, in writing, to the Personnel Director within five (5) working days after the date of the decision rendered at Step 1. The Personnel

Director shall set a meeting date with the grievant and his/her representative, if any, within five (5) working days of receipt of the grievance, and shall render a decision thereon, in writing, to the grievant and his/her representative, if any, within (5) working days after the above-mentioned meeting.

Step 3

If the Union is not satisfied with the decision at Step 2 and the grievance concerns the interpretation or application of any of the provisions of this Agreement, the Union may elect to move it to the State Board of Mediation and Arbitration within fifteen (15) working days after the decision in Step 2, and the decision rendered by the Board shall be final and binding upon the parties.

The Union will advise the Personnel Director in writing of the final disposition of all grievances, i.e., those withdrawn or sent to arbitration, within the above fifteen (15) working day period.

Section 15.4 - 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 15.5 - The Union as Complainant

The Union, shall be entitled to submit grievances in the name of the bargaining unit in the same manner as is provided herein for employees.

Section 15.6 - Time Extensions

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

Section 15.7 - Settlement

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

Section 15.8 - Witnesses at Hearings

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

Section 15.9

Any arbitrator or arbitration panel shall be limited by and shall give effect to all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the terms of this agreement.

Section 15.10

No employee(s) shall be required to meet with management regarding a grievance adjustment without Union participation.

ARTICLE XVI **MEDICAL COVERAGE**

Effective July 1, 2018 each employee and eligible retiree shall be entitled to medical insurance coverage for themselves and their dependents under a \$2,000/\$4,000 High Deductible Health Plan (HDHP) with a Health Savings Account (H.S.A.) with \$0/\$15/\$30 post-deductible prescription co-pays.

A description of this plan can be found on the City's intranet. Employees can also access their complete medical insurance benefit plan on the Cigna website at:
<https://my.cigna.com/web/public/guest>.

Said coverage under the HDHP H.S.A. plan shall also include:

- Anthem (Blue Cross/Blue Shield) full payment dental rider, including riders A, B, C and D,
- Cigna Vision Plan

Beginning July 1, 2012, and thereafter, the City shall fund fifty percent (50%) of the applicable deductible for employees and retirees covered under the HDHP H.S.A. plan. Said amount (\$1,000 single/\$2,000 family) shall be paid by the City, depositing that amount into each employee's H.S.A. account during the month of July at a bank chosen by the City. This participation by the City is a means of partially funding the deductible and is not considered insurance under the HDHP H.S.A.

New hires will receive a pro-rated share of the City's funding of the deductible for the year hired. In the event that an employee exceeds the pro-rated contribution, the City shall continue to fund its portion of the deductible based on invoices provided by the employee. The City will not contribute more than 100% of its required portion of the deductible

Any employee who terminates employment before the end of any year for which the City has paid the deductible shall repay a proportional portion of the deductible to the City.

Note 1: Any employee who is employed full time and is currently receiving Medicare benefits, or any employee currently receiving Veteran's benefits, may remain in the OAP plan and pay the same percentage as those enrolled in the HDHP H.S.A. plan i.e. (15% of the cost the of the OAP plan.)

Note 2: Employees currently receiving Veteran's benefits may also elect to enroll in the H.S.A. plan, however, they should be aware of the timing of H.S.A. contributions to avoid potential tax penalties.

Effective July 1, 2022, the City shall payeighty five percent (85%) and all employees and retirees shall pay fifteen percent (15%) of the cost of coverage under the HDHP HSA plan.

Notwithstanding any provision of this Article, medical insurance shall not be provided to any employee (or his/her spouse, or dependents) who began his/her employment after July 1, 2017 and whose employment is thereafter terminated for any reason including retirement.

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

Any employee who waives coverage of all health care benefits and who isn't receiving such benefits through a spouse who is employed by the City or the Torrington Board of Education shall receive a payment of \$400 Dollars payable at the end of each year for which such coverage has been waived. In order to waive coverage an employee must present proof of medical coverage from another source.

OPEN ACCESS PLAN (OAP)

Any employee currently receiving Medicare benefits and/or Veteran's benefits shall be entitled to medical insurance coverage for themselves and their dependents under the Cigna OAP plan, which includes:

1. Fifteen dollar (\$15) co-pay for home and office,
2. Unlimited lifetime maximum,
3. Fifty dollar (\$50) co-pay for Emergency Room Care,
4. One hundred dollar (\$100) co-pay per Inpatient Hospital Admission and Outpatient Hospital Services,
5. 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
6. A co-insurance rate of twenty percent (20%) until the "max out of pocket" limit of \$1,500, \$3,000 and \$3,750. is reached. At that point, Cigna will cover 100% of the usual and customary charges.

A description of this plan can be found on the City's intranet. 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 include:

- Anthem (Blue Cross/Blue Shield) full payment Dental Rider; including Riders A, B, C and D;
- 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 \$2,000 per calendar year maximum.

Effective July 1, 2022, the City shall pay eighty-five percent (85%) and all employees and retirees shall pay fifteen percent (15%) of the cost of coverage under the OAP plan.

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 on Insurance and Wages only, provided that the result of such negotiations shall not result in a reduction of the wages set forth in Schedule A,B, and C of this agreement.

ARTICLE XVII

LIFE INSURANCE

Section 17.1

The City shall provide Group Term Life Insurance in the amount of fifty thousand (\$50,000) dollars, which will be reduced upon retirement under the provision of the Municipal Employee's Pension Plan to thirty thousand (\$30,000) dollars.

Section 17.2

Employees shall be permitted to purchase additional Term Life Insurance referenced in Section 17.1 above up to a maximum of fifty thousand (\$50,000) dollars at a flat rate similar to the City's group cost under the following conditions:

- 55% of bargaining unit members purchase the additional insurance:
- No medical exam will be required if enrolled during the initial enrollment period;
- Employee payment shall be made by payroll deduction.

Section 17.3

With respect to the benefits related in Section 17.1 above, the City shall provide an Accidental Death and Dismemberment Benefit for employees.

ARTICLE XVIII WORKERS COMP SUPPLEMENT

Section 18.1

If an employee loses time because of sickness or injury for which he is entitled to compensation under the Workers' Compensation Act, he/she shall receive benefits equal to normal full pay, for the period of such sickness, not to exceed one year, with the City making the difference in the amount of such Workers' Compensation received and the normal amount of his/her weekly City compensation.

ARTICLE XIX RETIREMENT

Section 19.1

The existing Pension and Retirement provisions, with respect to City employees covered by this Agreement, shall continue with the following changes and additions.

Section 19.2

- a. Any bargaining unit member who was employed by the City on July 1, 1994 and on said date was a participant in the City pension plan shall continue said participation.
- b. Any bargaining unit member hired by the City after July 1, 1994 but prior to September 30, 2009 shall become a participant in the pension plan.
- c. Each participant shall contribute five percent (5%) of gross weekly earning to the fund.
- d. Any bargaining unit member hired after September 30, 2009 shall not be a participant in the pension plan described in this Article but shall have as his/her exclusive retirement vehicle, the Defined Contribution Plan as generally described in Article XX.

Section 19.3

For purposes of this article, and subject to the provisions of 19.2 c., "years of service" shall mean the lesser of the number of years of consecutive uninterrupted employment by the City of Torrington in a full time position which is not publicly elected or the number of such years for which the employee has made the full annual contribution to the plan.

Section 19.4

1. Pension calculations shall be based on the highest year's gross annual earnings of any of the last three (3) years of service. Any employee who shall have completed five (5) years of service with the City of Torrington and who thereafter has his/her employment terminated shall, upon reaching the age of sixty-five (65), 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. For the purpose of this Section a "year" is defined as a period of twelve (12) consecutive months preceding the date of retirement or the same named

(e.g. November) consecutive months in either of the previous two (2) years.

Any employee who retires and elects a period of twelve months as the basis of his/her pension calculation pursuant to Section 19.4 shall be deemed to have received a wage increase of 2% for any portion of that year during which he/she received no wage increase.

Section 19.5

The minimum pension payable to each individual who retires after the date of this agreement 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.

Section 19.6

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 (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.

Section 19.7

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 members leaves no spouse surviving, such payments will be made to any children surviving as defined below.

Section 19.8

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).

Section 19.9

a.) Any vested member of the plan who shall die while an active employee or who shall terminate his/her employment for any reason shall, upon written request withdraw from the pension plan, be repaid to the employee or his/her estate 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 one hundred twenty (120) days of death or termination.

a.) Employees who terminates their employment for any cause before having completed five (5) years of service with the City of Torrington, 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%) annum, compounded annually.

b.) The parties recognize the applicability of Section 1-110- to 1-110d of the Connecticut general statutes entitled "Pension Revocation or Reduction for Public Officials and State or Municipal Employees" which provides in part:

Notwithstanding any provision of the general statutes, on or after October 1, 2008, if any public official or state or municipal employee is convicted of or pleads guilty or nolo contendere to any crime related to state or municipal office in state criminal or federal criminal court, the Attorney General shall apply to the Superior Court for an order to revoke or reduce the pension of any kind to which such public official or state or municipal employee is otherwise entitled under the general statutes for service as a public official or state or municipal employee. Section 1-110a (a)

Section 19.10

Employees entering the Pension Plan as the result of this Agreement shall not have their benefit upon retirement integrated with the benefits of the Federal Insurance Contributions Act.

Section 19.11

- A** 1. Subject to the provisions of Article XVI, 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. Subject to the provisions of Article XVI, 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 Article XVI 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.

Section 19.12

An employee who retires under the provisions of this Plan and/or spouse, both having reached sixty-five (65) years,

the following benefits shall be continued until the death of both: Connecticut Blue Cross 65 High Option and Blue Shield 65 Plan 81.

Section 19.13

Any employee who has completed twenty-five (25) years of service and age sixty (60) shall, upon his written application be retired on an annual pension, payable monthly from the Pension Fund, equal in amount to not less than one-half (1/2) pay plus an additional two per cent (2%) of pay for each completed year of service in excess of twenty-five (25) years.

Section 19.14 Early Retirement

a.) 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

b.) 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

Section 19.15

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

Section 19.16

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 19.17

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

Section 19.18

a. Employees hired on or after July 1, 1994 but prior to September 30 2009 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 they "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. The provisions of the current section 19.18a. regarding military service time shall be open for a period of one month after signing of the final 2017-2020 contract.

- b. Employees hired before July 1, 1994 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.
- c. 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.
- d. The employee's Military Discharge Form DD-214 shall be used to determine active military service time.

ARTICLE XX
Defined Contribution Plan

Section 20.1

On and after September 30, 2009 any new employee shall not be a participant in the defined benefit plan described in Article XIX but shall have as his/her exclusive retirement vehicle, the Defined Contribution Plan set forth below.

- a. The Defined Contribution (DC) Plan will be the exclusive retirement vehicle for employees hired after September 30, 2009.
- b. Mandatory City contribution - 7% of pay - City contribution will increase to 8% of pay on July 1, 2020.
- c. Mandatory Employee contribution - 6% of pay - pretax by payroll deduction.
- d. Vesting - Employee contribution vests immediately. City contribution - vests 20%/ per year over the first 5 years
- e. Withdrawals at age 55 consistent with IRS regulations.
- f. May roll over a 401 plan from a prior employer.
- g. Many investment options provided through ICMA.
- h. The City will bargain the impact of any change in Plan Administrator.

Section 20.2

(1) The City will provide all the medical coverage which is provided to active bargaining unit employees to employees hired prior to July 1, 2017, 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 costs of coverage 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 July 1, 2017 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 July 1, 2017, or to his/her spouse or dependents, who terminates City service for any reason.

ARTICLE XXI
RATES OF PAY

Section 21.1

Effective July 1, 2023 each employee shall receive a ~~two~~ three percent (3%) general wage increase to his/her salary.

Section 21.2

Annual wages shall be divided by the number of pay dates in each fiscal year to determine the amount due each pay period.

ARTICLE XXII
DISCIPLINE

Section 22.1

Disciplinary action shall not be taken against any employee except for just cause.

Any notice of discipline shall be removed from the personnel file after twelve (12) months unless merged with subsequent discipline for the same or similar conduct. 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 XXIII
NO SUBCONTRACTING AND ASSIGNING-OUT BARGAINING UNIT WORK

Section 23.1

The City may subcontract work to the extent that it supplements the work performed by bargaining unit members.

ARTICLE XXIV
NON DISCRIMINATION

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


ARTICLE XXV
DURATION

Section 25.1

This Agreement shall be effective as of July 1, **2023** and shall remain in full force and effect through June 30, **2024**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 1, **2024** 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.

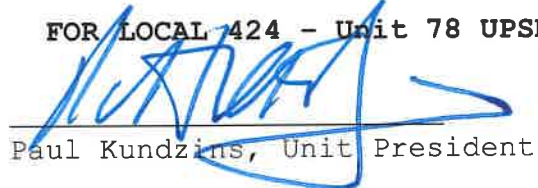
IN WITNESS WHEREOF, the parties have caused their names to be signed on this 23rd day of June, 2023.

FOR THE CITY OF TORRINGTON




Elinor Carbone
Mayor

FOR LOCAL 424 - Unit 78 UPSEU



Paul Kundzins, Unit President



Kevin E. Boyle, Jr.
UPSEU President

UPSEU Local 424 WAGE SCHEDULES

The city may, after consultation with the Union, pay newly hired employees at a rate ten percent (10%) higher or ten percent (10%) lower than salaries in the Wage Schedules.

	SCHEDULE A
	7/1/2023
	3.00%
ADMINISTRATOR, WPCA	\$114,387.08
ASSESSOR	\$102,018.69
ASST CITY ENGINEER	\$95,966.01
ASST SUPT STREETS & PARKS	\$81,883.23
BUILDING OFFICIAL	\$98,921.59
CITY PLANNER	\$95,399.81
DATA PROCESSING MANAGER	\$81,711.61
DEPUTY ASSESSOR	\$74,860.63
SUPERVISOR ELDERLY NUTRITION	\$77,317.57
DIRECTOR OF ELDERLY SERVICES	\$95,551.74
FLEET MANAGER	\$106,249.36
PURCHASING AGENT	\$76,478.12
RECREATION DIRECTOR	\$90,425.36
DEPUTY PUBLIC WORKS DIRECTOR/ CITY ENGINEER	\$113,537.26
SUPT OF STREETS & PARKS	\$107,609.12
ASST CITY PLNR/ ZEO/ IWEO	\$82,732.53
DEPUTY COMPTROLLER	\$79,682.92