

AGREEMENT  
BETWEEN  
LOCAL 1567  
I.A.F.F.-A.F.L.-C.I.O.  
AND THE  
CITY OF TORRINGTON  
2021 – 2024

## **PREAMBLE**

The following contract by and between, respectively, the City of Torrington, hereinafter referred to as the 'City' and Local 1567, International Association of Fire Fighters, hereinafter referred to as the 'Union', is designed to maintain and promote a harmonious relationship between the City of Torrington and such of its employees who are within the provisions of this Contract, in order that more efficient and progressive public service may be rendered.

## **ARTICLE I - RECOGNITION**

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory positions within the Torrington Fire Department, except that of Fire Chief and Deputy Chief.

## **ARTICLE II - CHECK OFF AND UNION SECURITY**

**Section 1.** The City agrees to deduct from the pay check of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary or other authorized official of the Union, which are union dues, to the extent authorized by law and consistent with *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, 138 S. Ct. 2448 (2019). Deductions will be made from the payroll period periodically as specified and total dues shall be delivered to the Treasurer of the Union. Deductions shall be made each week of each month.

**Section 2.** The City will give each present employee, and to each new employee when hired, a printed copy of this Contract.

## **ARTICLE III - BULLETIN BOARDS**

The City shall permit the use of all Bulletin Boards located in their respective Fire Houses by the Union, for the posting of notices concerning Union business.

## **ARTICLE IV - DISCIPLINARY ACTION**

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner except for just cause.

## **ARTICLE V - GRIEVANCE PROCEDURE**

**Section 1.** Should any employee or group of employees feel aggrieved concerning his, her or their wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Contract, or which are provided for in any Statute, Charter Provision, Ordinance, Rule, Regulation or Policy which is not in conflict with this Contract, or concerning any matter or condition arising out of the

**Section 4.** All new hires which are represented by the Union, not more than (45) days after their start date, shall be released from work for no more than ninety (90) minutes, without loss of pay, to attend a Union orientation with one (1) member of the Union's leadership. The Union President, or his or her designee, shall notify the Personnel department 48 hours in advance of the orientation in order to provide the Fire Chief, or his or her designee, with an opportunity to schedule the employee's work around this orientation. By The Hour Pay shall be applicable when the orientation is not held during the employee's normal working hours. Management shall not be present during the Union's orientation.

## **ARTICLE VII - MANPOWER AND STAFFING**

**Section 1.** In order to protect the health and safety of employees in the bargaining unit, there shall be a minimum of eleven (11) employees assigned to each of the four (4) shifts. The minimum shift staffing shall be eleven (11) employees for firefighting duties on duty on each shift.

**Section 2.** There shall be a minimum staffing of the following eleven (11) Fire Fighters on duty:

- one (1) engine company in the North End station consisting of one (1) Officer, one (1) Driver and two (2) Fire Fighters;
- one (1) engine company in the Headquarter station consisting of one (1) Officer, one (1) Driver and a minimum of one (1) Fire Fighter;
- one (1) ladder company in the Headquarter station consisting of one (1) Officer, one (1) Driver, and a minimum of one (1) Fire Fighter;
- one (1) Command SUV vehicle on duty consisting of one (1) Officer.

**Section 3.** There shall be a minimum of four (4) Officers on duty at all times which include (1) Battalion Chief and three (3) Lieutenants. One of the Lieutenants may serve as an Acting Battalion Chief and one Fire Fighter may serve as an Acting Lieutenant per Article XXIV Acting Battalion Chiefs and Acting Lieutenants.

**Section 4.** There shall be a minimum of three (3) front line Drivers on duty at all times. The Department shall have twelve (12) front line Drivers with each shift having three (3). Front line Driver positions shall be filled in accordance with Article XXIX, of this contract. The department shall train the remaining Fire Fighters who are off probation as spare Drivers. When a front line Driver is absent, the most senior spare Driver assigned to the apparatus where the vacancy occurred will drive before a hired Fire Fighter. If no spare Driver is available, a spare Driver may be moved from another company, as long as no hiring is required.

**Section 5.** In the event that staffing shall for any reason fall below the minimum staffing strength on any shift, such shortage shall be filled by overtime work in accordance with Article X. Nothing herein shall preclude the City from making appointments to the Fire Department.

**Section 3.** For purposes of this article, the Assistant Chief of Fire Prevention and Investigation, Deputy Fire Marshal, and Assistant Chief of Training and Safety shall enjoy the same holiday schedule as City Hall employees, but shall be compensated for the same holidays as all other Fire personnel under this collective bargaining agreement.

**Section 4.** (a) The daily rate for the position of Assistant Chief of Fire Prevention, Deputy Fire Marshal, and Assistant Chief of Training and Safety, for the purpose of computing holiday pay and terminal leave pay, shall be computed by multiplying such employee's regular hourly rate by eight (8) hours.

(b) Any employee who becomes subject to subsection a) hereof shall not forfeit any previously earned terminal leave, but shall be entitled to such leave at the rate earned. Any such employee who uses any of his or her accumulated leave shall be deemed to have used the most recently earned leave first; it being the intention of this subsection that any such employee shall first use leave earned on the basis of an eight (8) hour day, if any, before using leave earned on the basis of a twelve (12) hour day, if any.

## **ARTICLE IX - WORK WEEK**

**Section 1.** (a) The workweek for all employees except the Assistant Chief of Fire Prevention and Investigation, Deputy Fire Marshal, and Assistant Chief of Training and Safety shall be an average of not more than 42 hours, computed over a period of one fiscal year. Such workweek shall be based on day tours of ten (10) hours and night tours of fourteen (14) hours, provided that employees may be occasionally assigned to five (5) consecutive equal eight (8) hour days for training purposes without loss of compensation.

(b) Commencing June 23, 2019, the workweek for line employees shall be based on day tours of twenty-four (24) hours consisting of a ten (10) hour day shift from 7:30 am to 5:30 am and a fourteen (14) hours night shift from 5:30 am to 7:30 am followed by three twenty-four (24) hour regular days off, provided that employees may be occasionally assigned to five (5) consecutive equal eight (8) hour days for training purposes without loss of compensation. A minimum of one (1) company training session, consisting of four (4) hours, shall be conducted each tour. No training shall be conducted on a holiday.

(c) Commencing on or about June 23, 2019, an employee who utilizes sick leave for the day shift shall remain on sick leave for the entire tour, but employees utilizing personal sick leave to care for family members may utilize sick leave in shift increments. Leave other than sick leave may be taken in shift increments except that no more than two (2) Officers shall be off on vacation at the same time per shift.

**Section 2.** The workweek of the Assistant Chief of Fire Prevention and Investigation, Deputy Fire Marshal, and Assistant Chief of Training and Safety shall be 40 hours per week, based on a five (5) day, Monday through Friday, week of eight (8) hours per day. At least one employee of the Fire Marshal's office (Assistant Chief or Deputy) shall be on duty and available from 0800 until 1700 weekdays, excluding sick or injury leave. With agreement between the Fire Chief and the Union, the specific work hours of the employees therein, and those of the Assistant Chief of Training and

**Section 5.** All overtime hours shall be paid on the pay day regularly scheduled, for the period worked, in accordance with normal payroll procedures unless the employee has previously opted that overtime hours worked be accrued at compensatory time. All time earned shall not exceed maximums set forth in departmental policy. Nothing in this section shall supersede Article XXIII, Section 8.

**Section 6.** Extra duty shall not be offered to any member attending department approved training.

**Section 7.** Any employee who has worked two (2) extra duty shifts in a week is eligible to work an additional extra duty shift in the respective week, provided that all other eligible employees have declined the extra duty shift, but shall not receive a refusal for declining the option.

## **ARTICLE XI - VACATIONS**

**Section 1.** Officers in charge of all Fire Houses on each platoon shall prepare and submit vacation schedules for all employees on their platoon to the Fire Chief on or by the date determined by said Fire Chief.

**Section 2.** The vacation period for each calendar year shall be January 1st through December 31st, however no employee shall be permitted to be on vacation on the night shift of December 24<sup>th</sup> or the day and night shift of December 25<sup>th</sup>.

**Section 3.** The following shall be used as a guide to Officers preparing vacation schedules:

(a) Paid vacation leave for employees who regularly perform firefighting duties, shall be based on the following: One (1) week or Five (5) working days; Two (2) weeks or Ten (10) working days; Three (3) weeks or Fifteen (15) working days.

(b) Shift seniority shall be the basis for determining preference of vacation week.

(c) No employee who is entitled to three (3) vacation weeks shall choose his or her third vacation week until every employee on his or her platoon who is entitled to two (2) or one (1) vacation weeks has chosen same.

(d) Three (3) employees on each platoon may be on vacation at the same time.

(e) Deleted.

(f) If a platoon has an open week or weeks and an employee of such platoon desires a change from his or her scheduled vacation period, same may be accomplished by an appropriate request to the Fire Chief, giving both the original and the new inclusive dates. In order to promote a more efficient means of scheduling vacations for each upcoming calendar year, each employee shall be permitted to use, at any time during that calendar year, that number of days to which he or she will become entitled on the anniversary of his or her date of hire occurring in that calendar year.

(l) Any employee who is retired from the Fire department shall be granted the sum total of his or her vacation leave as of date of retirement, provided the employee notifies the Fire Chief, in writing, by March 15 preceding the beginning of the fiscal year in which the employee intends to retire.

(m) In the event of death, payment in a lump sum amount shall be made immediately for any unused vacation leave accrued to such employee.

(n) Vacation leave shall not be accumulative from one calendar year to another.

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

(p) The Assistant Chief of Fire Prevention and Investigation and one Deputy Fire Marshal may be on vacation at the same time.

(q) Commencing June 23, 2019, No more than two (2) Officers shall be off on vacation at the same time per shift.

(m) Forty (40) hour day workers may use vacation in full or half day increments.

## **ARTICLE XII - SICK LEAVE**

**Section 1.** Sick leave shall accrue at the rate of one and one quarter (1.25) working days for each completed month of service. Employees hired after July 1, 2018 shall be provided a bank of thirty (30) sick days upon hire and will not start accruing additional sick leave until after completion of 2 full years of service.

(a) Each employee's accumulated sick leave credited to him or her on the day prior to the effective date of this Contract, shall be credited toward his or her accumulated sick leave under this Contract.

(b) An employee who has exhausted his or her sick leave may request, in writing, an advance of additional sick leave not to exceed twelve (12) days in any calendar year, which may be granted by the Fire Chief at his/ her discretion. Any advanced sick leave shall be repaid at the rate of one and one-quarter (1.25) days of sick leave per month. In the event the employee leaves his or her employment with the City for any reason following the advancement of sick leave under this section, the employee shall repay any unpaid advanced sick leave to the City.

(c) A Medical Certificate signed by a licensed physician or other practitioner whose method of healing is recognized by State authorities may be required for any period of three (3) consecutive working days or as supporting evidence when sick leave is requested during a period when an employee is on vacation leave, or when an employee's attendance shows frequent or habitual absences because of claimed sickness.

**Section 2.** The City shall have the same rights of subrogation as are provided in Workman's Compensation Act.

#### **ARTICLE XIV - SPECIAL LEAVE**

**Section 1.** Each employee shall be granted special leave with pay for any day or days on which he or she is able to secure another employee to work in his or her place provided:

- (a) Such substitution does not impose any additional costs on the City.
- (b) Such substitution is within classification only; i.e. Fire Fighter and Officers.
- (c) The Officer in charge of one of the shifts in the Fire House is notified in writing on an appropriate form not less than one (1) day prior to its becoming effective, except in the case of an emergency, notification may be made by phone.
- (d) Neither the Department nor the City is held responsible for enforcing any agreements with respect to this Article made between employees.

**Section 2.**

(a) Each employee shall be granted one (1) day of special leave with pay for each four (4) month period, commencing on July 1, November 1, or March 1 during which he or she has had perfect attendance. Special leave days for perfect attendance may not be accumulated for longer than one (1) year from the date earned. There shall be no restrictions as to when such days can be utilized except they cannot be used on the night shift of December 24<sup>th</sup> or the day shift of December 25<sup>th</sup>.

(b) Forty (40) hour day workers shall be granted one (1) day of special leave with pay for each three (3) month period commencing on July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup>, and April 1<sup>st</sup> in which time he/she had perfect attendance.

#### **ARTICLE XV - UNIFORM ALLOWANCE**

**Section 1.** The City shall provide each employee with dress and work uniforms. Each employee shall wear their uniform at the commencement of their shift, and shall only wear uniformed items provided for by the City. Dress uniforms shall be worn on special occasions pursuant to the order of the Fire Chief. Uniform inspections may take place at any time the Fire Chief feels necessary. When an employee retires or resigns as a member of the Torrington Fire Department, they shall return all uniforms and uniform accessories that were provided by the City.

**Section 2.** The City shall continue to provide each employee with his or her own set of approved structural firefighting ensemble consisting of a minimum of one (1) helmet, two (2) sets of structural firefighting gloves, one (1) set of extrication gloves, two (2) Nomex hoods, one (1) structural firefighting coat, one (1) firefighting pant and one (1) set of firefighting boots. In addition, whenever necessary, the City shall replace the above-described protection clothing.

## ARTICLE XVI – INSURANCE

**Section 1.** Subject to the provisions of Section 1b the City shall provide and pay for the following insurance or its reasonable equivalent, for all employees and their enrolled dependents:

Coverage shall include the CIGNA Co-Pay Prescription Drug Rider with co-pay of \$0 for generic, \$15 for listed, and \$30 for non-listed drugs with a \$2000 maximum and Anthem Co-Pay Dental Riders "A" and "C".

(a) Each employee shall be entitled to medical insurance coverage for themselves and their dependents under a \$2000/4000 High Deductible Health Plan (HDHP) with Health Savings Account (HSA) with \$0/15/30 post deductible Prescription Co-Pays as follows:

Single deductible	\$2,000
Family deductible	\$4,000
Coinsurance	After deductible is met, plan pays 100% in network; 80% out of network (OON) Medical and RX
Single out of pocket maximum	\$5,000 (includes deductible and OON coinsurance and post deductible RX co pays)
Family out of pocket maximum	\$10,000 (includes deductible and OON coinsurance and post deductible RX co pays)
In-Network Preventative Visits	100% (not subject to deductible)
In-Network Office Visit	100% after deductible
In-Network Hospital/ Outpatient	100% after deductible
In-Network Therapy	100% after deductible
Post deductible RX	\$0 Generic/ \$15 Preferred Brand/ \$30 Non-Preferred Brand
City HSA account funding	50% (\$1000 single/ \$2000 family) City to pay set up and maintenance fees for HSA



(d) Employees not eligible to participate in an HSA may participate in either the OAP plan described above or a health reimbursement account plan (HRA) with the same deductibles as the HDHP/HSA. Such employees shall pay the difference in the cost between the City's net cost for the HDHP/HSA and the HRA or OAP whichever is selected.

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

*Note: Any reference to Anthem Blue Cross Blue Shield or Anthem's plan names will be substituted by generic supplier or plan names.*

**Section 3.** The City shall provide Group Term Life Insurance in the amount of fifty thousand dollars (\$50,000) which will reduce upon retirement under the provisions of the Torrington Firemen's Pension Fund to ten thousand Dollars (\$10,000).

## **ARTICLE XVII - UNION ACTIVITY PROTECTED**

Except for the right to strike or to withhold services which are hereby prohibited, all other union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to present the views of the Union to the citizens on issues which affect the welfare of its members.

## **ARTICLE XVIII - CITY CLAUSES**

(a) The Board of Public Safety shall, establish and maintain a classification plan, and shall make allocations and reallocations to the classes established for all positions covered in the department provided that such allocations shall be subject to the grievance procedure provided for in Article V.

(b) To enable the Board of Public Safety to exercise sound discretion in filling positions within the Fire Department, no appointment of a new Fire Fighter position shall be deemed final and permanent until after the expiration of one (1) year probationary period. If at the termination of such period the employee is found to be qualified, his or her employment shall be determined to be permanent and his or her seniority shall start from the beginning date of employment.

(c) Any employee hired after November 14, 2012 must reside within a twenty (20) minute response time of Fire Headquarters upon completion of probation.

(d) It is a condition of employment for any employee hired on or after September 5, 2000 that he or she not smoke tobacco.

## **ARTICLE XIX - FIRE WATCH DUTY**

(a) Whenever any private person or organization is required to or shall seek the service of the Fire Department for Fire Watch Duty, such work is to be rotated by the Fire Chief among employees who volunteer for such work on their off-duty hours.

(b) The rate of pay for fire watch assignments shall be equal to the Union member with the highest hourly rate, **paid at a rate of time and one-half (1.5)** with a minimum of four (4) hours per person, per assignment. Company strength shall not be reduced to provide fire watch service for any private person or organization. Said money shall be paid by said person or organizations seeking said service.

(c) Payroll deductions shall be in accordance with IRS W-4 withholding election of each employee.

**Section 5.** All employees shall receive five dollars (\$5.00) per week longevity increase after each five (5) year period of service.

**Section 6.** Any employee required to serve on a jury shall be paid his or her regular pay for that day or days, provided, he or she shall give advance notice thereof to the Fire Chief who shall be given an opportunity to request exemption from such duty on behalf of the employee.

**Section 7.** Notwithstanding the provisions of Article XII (Sick Leave) and Article XIII (Injury Leave), whenever an illness or injury, arising from any reason, requires the absence of an employee the City shall have the right to require the employee, though not fully recovered, to return, to duties of a "limited" or "light" nature under the following conditions:

- (a) Any such limited or light duty must be approved by a physician of the City's choice;
- (b) The duties to be performed shall be prescribed by the Fire Chief;
- (c) No more than four (4) employees shall be on limited or light duty at the same time;
- (d) No employee shall remain on light duty beyond his or her point of maximum improvement;
- (e) No employee on light or limited duty shall be included in the computation of minimum manpower;
- (f) In order to accomplish the intent of this section, the Fire Chief may transfer employees between shifts;

**Section 8.** Compensatory time off shall be within the discretion of the Fire Chief and, if granted, shall be used within one (1) year from the date earned; provided that the City may pay the employee for any unused compensatory time, at the rate earned, at any time before it has been used but no later than within two weeks after one year from the date said time was earned.

**Section 9.** Unless otherwise provided, any employee who acts for another employee in a position calling for additional pay shall be entitled to a full day of such pay if he or she serves in such capacity for more than half of a day; if he or she serves for a half of a day or less, the employee for whom he or she was acting shall receive such full day's pay.

**Section 10.** Effective September 5, 2000 all candidates who are promoted to Lieutenant, Battalion Chief, Assistant Chief of Training and Safety, Assistant Chief of Fire Prevention and Investigation and Deputy Fire Marshal who have or obtain a Fire Officer I certification or its equivalent, as determined by the Fire Chief, shall receive an additional \$5.00 per week. Any candidates who are promoted to Battalion Chief, Assistant Chief of Fire Prevention and Investigation, or Assistant Chief of Training and Safety who have or obtain a Fire Officer II certification or its equivalent, as determined by the Fire Chief, shall receive an additional \$5.00 per week, for a total of \$10.00 per week.

**Section 11.** Effective July 1, 2012, any employee who has a State of Connecticut Pump Operator Certification shall receive an additional five dollars (\$5.00) per week.

**Section 12.** Any employee holding a certificate as an Emergency Medical Technician from the State of Connecticut, who does not already receive the EMT stipend, shall receive an additional five dollars (\$5.00) per week as an EMT stipend. Employees shall be responsible for payment of recertification/license fees, if any. The City shall continue to offer recertification

greater amount of rank seniority on such shift, and who is qualified in the judgment of the Fire Chief, shall serve as the Acting Battalion Chief. Each Lieutenant who serves as an Acting Battalion Chief shall receive one day's pay at the Battalion Chief's salary for each day during which he or she serves in such capacity.

**Section 4.** The Deputy Fire Marshal shall be paid the rate of pay of Assistant Chief of Fire Prevention and Investigation when the Assistant is off and the Deputy is working in the capacity of the Assistant Chief of Fire Prevention and Investigation.

**Section 5.** Acting Front Line Driver's shall be appointed to cover any shortage in the position as outlined in Article VII Manpower and Staffing. Any spare Driver who serves as an Acting Front Line Driver shall receive one day's pay at the Front Line Driver's rate for each day during which he or she serves in such capacity.

**Section 6.** Whenever there is a vacancy in the positions of Fire Chief or Deputy Fire Chief, the vacancies shall not be covered by a bargaining unit member for longer than one hundred twenty (120) days when possible.

## **ARTICLE XXV - PENSIONS**

**Section 1.** The pension fund created for the benefit of the regular members of the Fire Department of the City shall be administered by a board of ten (10) trustees. Said board shall consist of the Mayor, the City Treasurer, six (6) members of the Board of Public Safety and two (2) members of the regular Fire Department to be chosen by the regular members of the Fire Department biannually. The Chairman of the Board of Public Safety shall be President of the Board of Trustees.

**Section 2.** The Board of Trustees shall choose one of its members, or the City Clerk, to be Secretary and Clerk and his/her duties shall be to keep a true record of all the proceedings of said Board.

**Section 3.** The City Treasurer shall be Treasurer of the board and he/she shall be custodian of all moneys and property of the pension fund. The payment of any monies from the fund shall be made only on approval of a majority of the Board by order drawn on the Treasurer, signed by the President, and countersigned by the Secretary. All monies of the fund shall be deposited in a national bank or in a bank organized under the laws of this state and, when directed by the Board, may be invested in legal securities for trust funds as designated by the general statutes. To the monies or securities turned over to the Board of Trustees for the pension fund by the Fire Department, shall be added such sums of money as are appropriated to said fund; all property specifically devised or given for the benefit of disabled firemen of said City on account of services

rendered by said department; all lost, abandoned, unclaimed or stolen money and all monies arising from the sale of unclaimed, abandoned, lost or stolen property in charge of the Board of Public Safety of said City which have or may become available for the purpose under the provisions of the general statutes; all rewards, fees, unclaimed witness fees, gifts, testimonials and, emoluments, that may be presented to any member of the Fire Department of said City on account of special services, except such as said Board of Public Safety may allow any member or members to retain, and all monies collected from members of said departments by way of fines or forfeitures

employee would have received had he/she lived. If said member leaves no surviving spouse, such payments will be made to any surviving children as defined below.

Any child of a deceased employee who is entitled to such benefit shall receive such payment until he/she is no longer eligible to receive such benefit pursuant to federal guidelines governing dependent eligibility for health insurance benefits.

Medical benefits shall not be provided to any person receiving pension benefits pursuant to this section.

**Section 9.** The Board of Public Safety may permanently retire on half pay, any member of the Fire Department who has become permanently disqualified from performing all Fire Department duties, upon a certificate of two (2) medical doctors or two (2) psychiatrists licensed and recognized by the State of Connecticut one (1) doctor or psychiatrist to be chosen by the member and one (1) to be chosen by the Board of Public Safety showing that the member is permanently disqualified from the performance of all Fire department duties and that such disqualification is caused by some injury received, disease contracted, or exposure endured while performing the duties of his/her service, without fault on his/her part. In the event the two doctors or psychiatrists chosen above are not able to agree, a third (3rd) doctor or psychiatrist shall be chosen by mutual agreement and the cost thereof shall be shared equally by the member and the fund. The opinion of the third (3) doctor or psychiatrist shall be final and binding on both parties.

**Section 10.** (a) Any active member of the Fire Department having completed at least ten (10) years of service, and having attained age 58, or regardless of age, having twenty-five (25) completed years of service, shall upon written application, be retired, with an annual pension, payable monthly from the pension fund that is equal in amount to two and one-half percent (2.5%) of the average annual compensation that the member has received during the three (3) year period preceding retirement, multiplied by the number of completed years of service including service purchased in accordance with Section 15 (not to exceed 25 years) of such employee, plus an additional one and one quarter percent (1.25%) for each completed six (6) months of service in excess of twenty-five (25) years, provided that total years may not exceed twenty-seven (27). If any such employee shall die after he/she retires, pursuant to this section, the surviving spouse, if he/she then unmarried, shall receive until his/her death, remarriage, or cohabitation with a member of the opposite sex, a sum equal to one-half (1/2) of the sum to which the retired employee would have received had he/she lived. If there is no surviving spouse or the spouse has remarried or is cohabiting with a member of the opposite sex, such benefit will be paid to the child or children of the retired employee until the age of eighteen (18) or the age of twenty-three (23) if the child or children are full time students. If there is more than one (1) child, the payment will be equally divided among them.

Any employee retiring under this section will also receive medical coverage equal to the coverage afforded active employees and as it may be changed from time to time until the age of sixty-five (65). If the retiree is eligible, at the age of sixty-five (65), the medical coverage will be altered to the Anthem 65 High Option and 81 Plan. Medical coverage equal to the coverage afforded active

employees and as it may be changed from time to time will remain in effect for the spouse and for the child or children of the retired employee until he/she is no longer eligible to receive such benefit pursuant to federal guidelines governing dependent eligibility for health insurance benefits. Upon

OPTION II - The retiree may elect to receive a reduced benefit in accordance with Table II, and upon his/her death, his/her spouse shall receive 75% thereof for life. In the event the spouse dies before the retiree, the pension benefit due the retiree thereafter will be increased to the level set forth in a) above.

TABLE II

Age of Spouse	Percent of Regular Benefit
20 or more years older than the employee	98.0%
15-19 years older than employee	97.0%
10-14 years older than employee	96.0%
5-9 years older than employee	95.5%
0-4 years older than employee	95.0%
0-4 years younger than employee	95.0%
5-9 years younger than employee	94.5%
10-14 years younger than employee	94.0%
15-19 years younger than employee	93.0%
20 or more years younger than employee	92.0%

NOTE: Years mean completed whole years.

OPTION III - The retiree may elect to receive a reduced benefit in accordance with Table III, and upon his/her death, his/her spouse shall receive 100% thereof for life. In the event the spouse dies before the retiree, the pension benefit due the retiree thereafter shall remain unchanged.

TABLE III

Age of Spouse	Percent of Regular Benefit
20 or more years older than employee	97.0%
15-19 years older than employee	95.0%
10-14 years older than employee	93.0%
5-9 years older than employee	92.0%
0-4 years older than employee	91.0%
0-4 years younger than employee	91.0%
5-9 years younger than employee	90.0%
0-14 years younger than employee	89.0%
15-19 years younger than employee	87.0%
20 or more years younger than employee	85.0%

NOTE: Years mean completed whole years.

**Section 12.** In the event of the death of a member of the Fire Department before ten (10) years of service (not to include military "buy in" time), other than as qualified in Section 12 et al, a refund of the total amount of assessments paid by the employee into the fund, plus interest at the rate of four percent (4%) per annum shall be paid to the employee's surviving spouse. If there is no surviving spouse, the payment shall be made to any child or children of the deceased employee, or to his/her estate.

**Section 13.** All terms of this ARTICLE shall apply equally to both male and female members of the Fire Department regardless of wording. The terms "surviving spouse" or "spouse" shall mean the person to whom the deceased member was legally married at the time of death. The term "child" or "children" shall mean and include all natural and/or adopted children of the deceased that fit the age requirements.

**Section 14.** (a) Employees may elect to buy, during their first year of employment or, in the event of military recall, one (1) year from the employees return from such recall, active United States Military service time of up to two (2) years.

Employees who elect to buy active military service time shall submit their "buy in" contribution either in a lump sum or in equal weekly installments of no longer duration than the military service time to be bought. The amount of the "buy in" contribution shall be based on the rate of pension contributions and compensation in effect at the time of the "buy in" or during any period such "buy in" payments are made. As to employees who have, prior to the April 2009 purchased military service time in excess of two (2) years and are unable to use the excess under Section 8 or 10 of this Article, the City shall reimburse such employees for the cost of such excess.

(b)[Deleted]

(c) The active military service time for which contributions are completed shall apply to all section of this ARTICLE for the purpose of computing numbers of years of service for benefits, but will not be counted towards the twenty-five (25) years of active service needed to retire, or ten (10) years of active service necessary to "vest" benefits.

(d) The employee's Military Discharge Form DD-214 shall be used to determine active military service time.

**Section 15.** The term "years of service" as used in this Article shall not include any period of time that an employee is on layoff.

**Section 16.** The exclusive retirement plan for employees hired after May 1, 2009 shall be a defined contribution plan the details of which follow:

- Mandatory City contribution 7% of pay effective February 3, 2015 which will increase to 8% effective July 1, 2020 - pretax (includes overtime) – payroll deduction.
- Mandatory Employee contribution - 6% of pay - pretax (includes overtime) - payroll deduction.
- Vesting - Employee contribution vests immediately. City contribution – 20% / year over the first 5 years.
- Withdraw at age 55 consistent with IRS regs.
- May roll over a 401 or other IRS qualified plan from a prior employer.
- Investment options will be provided through ICMA.

attend classes, a "withdrawal" from the program, or an incomplete grade. **Any employee who has not used all the available funds associated with a degree program as referenced in this section, shall be reimbursed for any classes attended through the National Fire Academy, the Connecticut Fire Academy, or other training center related to firefighting, emergency medical services or technical rescue, however, reimbursement shall be capped at \$600.00 annually.**

**Section 2.** Any employee holding an Associate's Degree shall be paid \$300.00 annually. Any employee holding a Baccalaureate Degree shall receive \$500.00 annually. Any employee holding a Master's Degree shall receive \$750.00 annually. Any such degree shall have been received in a planned or degree program relating to fire fighting. Said amounts shall be paid to an eligible active employee during the month of August.

## **ARTICLE XXVIII - MANAGEMENT RIGHTS**

There are no provisions in the Agreement that shall be deemed to limit or curtail the City of Torrington in any way in the exercise of the rights, powers and authority which the City had prior to the effective date of this Contract, unless and only to the extent that provisions of the Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the City's rights, powers and authority include but are not limited to, the right to manage its operations, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off; the right to make all plans and decisions on all matters involving its operation, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the equipment to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to determine the qualifications of employees; and to run the department efficiently, provided that it does not affect a mandatory subject of bargaining.

## **ARTICLE XXIX - APPOINTMENTS AND PROMOTIONS**

**Section 1.** All promotions and appointments to the Department shall be made by the Board of Public Safety. Exclusive of the appointment of Probationary Fire Fighters, Fire Chief and Deputy Fire Chief, effective as of the date of signing of this Agreement, all promotions shall be awarded in the following manner:

(a) The City shall post for ten (10) calendar days an announcement of the position to be filled. All interested personnel eligible to apply must make their intentions known in writing to the Fire Chief within the ten (10) calendar days. In the event a member is on sick leave, on vacation or other legitimate leave, the department shall make a reasonable effort to notify such employee(s) of the promotional notice and promotional opening.

(b) The City shall request a competent and impartial agency to conduct a written examination for the following positions for those candidates who had made timely application and are eligible to apply;

- Assistant Chief of Fire Prevention and Investigation
- Assistant Chief of Training and Safety



**Section 2.** (a) To be eligible for the examination and/or promotion to the rank of Deputy Fire Marshal, Assistant Chief of Training and Safety, or Lieutenant, the applicant must have completed at least five (5) years of service as a Fire Fighter in the Torrington Fire Department as of the date of the written examination, provided however, in the event no such eligible applicant for the position of Assistant Chief of Training and Safety passes the written exam or achieves a final passing score, or in the event no such eligible person applies for that position, then all employees shall be eligible for the examination and/or promotion. To be eligible for the examination and/or promotion to the rank of Front Line Driver, the applicant must have completed at least three (3) years of service as a Fire Fighter in the Torrington Fire Department, hold a "Q" endorsement on their driver's license or have a Commercial Driver's License (CDL) as of the date of the written examination. To be eligible for the examination and promotion to the rank of Battalion Chief, the applicant must have attained the position of Lieutenant in the Torrington Fire Department and must have completed his/her probationary position as Lieutenant, as of the date of the written examination for Battalion Chief. To be eligible for the examination and promotion to the rank of Assistant Chief of Fire Prevention and Investigation, the applicant must have been promoted to the position of Deputy Fire Marshal.

(b) Any successful candidate for the position of Assistant Chief of Training and Safety who fails to obtain State of Connecticut certification, shall be entitled to re-apply and to be re-tested for such certification. Any successful candidate who fails to attain such State certification shall be entitled to his former firefighting position without loss of rank, pay, benefits, or seniority.

(c) Any promoted front line Driver shall apply and test for State of Connecticut Certification for Pump Operator and Aerial Operator within eighteen (18) months of appointment. Any promoted front line Driver who fails to attain such State certification shall be entitled to his/her former firefighting position without loss of rank, pay, benefits, or seniority.

**Section 3.** Promoted personnel shall serve a probationary period of six (6) months which may be extended up to eighteen (18) months if certifications are not met.

**Section 4.** No employee who has taken a promotional exam shall participate in the decision-making process pertaining to the promotion for which the exam was taken.

**Section 5.** Effective at the signing of this agreement, current front line Drivers shall be given a single opportunity to opt out of the position prior to initiating the testing procedure as outlined in Article XXIX. Any front line Driver who decides to opt out must make their intentions known in writing to the Fire Chief on or before April 1, 2024. The front line Driver will remain in their position until the first testing examination is completed. Testing for front line Drivers will commence July 1, 2024.

## **ARTICLE XXX - REDUCTION IN FORCE**

**Section 1.** Layoff shall be by inverse order of departmental seniority.

**Section 2.** Any employee laid off shall be placed on a recall list and shall remain thereon for a period of two (2) years. Recall from said list shall be by inverse order of layoff. Notice of recall shall be in writing and sent by certified mail, return receipt requested, to the last address furnished by the employee being recalled. Said employee shall accept any offer of recall by written notice to the City within ten (10) days following receipt of the notice of recall. If such acceptance is not received within such ten (10) days, the offer shall be deemed rejected, and such employee shall be removed



vacation, funeral leave, or off duty on compensatory time. Employees who are selected but who are absent for these reasons shall be tested upon their return to work. Any request for use of any leave or compensatory time shall not be granted if the employee has, at the time of such request, already been selected to submit to random testing as provided above. A member who claims to be sick after notification of their selection for random testing will, absent exigent circumstances, be required to report for the test. If an employee is directed to submit to a drug test and refuses, it will be deemed that the employee has tested positive for the use of illegal drugs. That employee shall be cited for insubordination and suspended immediately without pay and be subject to further disciplinary action up to and including termination.

**Section 4. Consequences: Voluntary Disclosure** – It is understood and agreed that if an employee, prior to being notified of their selection for a random drug test, voluntarily discloses to the Fire Chief that he/she has a problem with drug dependency; the employee shall immediately be placed on sick leave and/or utilize any balance of vacation time and shall be required to commence a rehabilitation program under the supervision of a medical doctor approved by the City or a rehabilitation facility approved by the City. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of a rehabilitation program and the employee's continuing participation in a follow-up program as determined by the doctor or approved rehabilitation facility. Prior to reinstatement to duty, an employee must provide a negative drug test result and documentation from their rehabilitation provider that the employee is fit to return to work. Following reinstatement for drug treatment, an employee shall submit to drug testing at least monthly for the first twelve (12) months and bimonthly for the next thirty-six (36) months.

The costs for this additional drug testing shall be paid by the employee or, if the benefit is available, through the current medical insurance program. The employee must submit to the additional drug testing at the time stated in the notice from the Fire Chief or his designee. Failure to do so shall be deemed evidence of the use of an illegal substance and the same as a positive drug test result. A positive test result after reinstatement is considered to be just cause for discharge and shall result in the employee's termination.

**Section 5. Consequences: First Time Test Result** – It is understood and agreed that if an employee, on a first occasion, is properly found by means of a random drug test to be using illegal drugs or abusing prescription drugs; that employee will be subject to disciplinary action, up to, and including discharge.

**Section 6. Medical Form Release** – Employees shall sign all necessary releases in order for the City to be able to receive written updates from rehabilitation providers to monitor an employee's progress throughout their rehabilitation program.

**Section 7. Testing Methodology** – The City will perform drug tests which screen for ten (10) types of drugs. All drug testing conducted pursuant to this policy shall be performed via urinalysis. All initial screens will be performed using the immunoassay technology – EMIT. Presumed positive test results will be retested by an alternative confirmatory method – Gas Chromatography/Mass Spectrometry. Only confirmed test results will be reported as positive. The ten (10) panel screen will test for the following drugs: Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine Metabolite, Methadone, Methaqualone, Opiates, Phencyclidine, Propoxyphene.

**Section 8. Specimen Collection Facility** – Qualified collection sites will be utilized by the City to collect urine samples from employees.

## ARTICLE XXXIV - DURATION

**Section 1.** The duration of this Contract shall be effective from and retroactive to July 1, 2021 (unless stated otherwise) to June 30, 2024. Either party wishing to terminate, amend or modify such Contract must so notify the other party in writing no more than one hundred and eighty (180) days and no less than one hundred and twenty (120) days prior to such expiration date.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF TORRINGTON**

**LOCAL 1567, IAFF**

  
\_\_\_\_\_  
Eric Borden, Fire Chief

\_\_\_\_\_  
Jeremy Minard, Local 1567 President

  
\_\_\_\_\_  
Kelley Pleil, Personnel Assistant

\_\_\_\_\_  
Thomas Sterling, Local 1567 VP

\_\_\_\_\_  
Elinor Carbone, Mayor

**July 18, 2023**

**INTEREST ARBITRATION AWARD**

**City of Torrington  
-and-  
Torrington Firefighter's  
Association, Local 1567**

**CASE # 2022-MBA-176**

**Dennis C. Murphy, Esq., Panel Chair  
Victor Muschell, Esq., Management Panel Member  
Lou DeMici, Member Labor Panel Member**

**Representatives of the Parties:  
Certified Return Receipt Requested**

**Eric W. Chester, Esquire  
Ferguson, Doyle & Chester P.C.**

**Jaime M. LaMere, Esquire  
Personnel Director for the City of Torrington**

CC: Max Friedman, Research Analyst- CCM  
Ed Hawthorne, President AFL-CIO  
City of Torrington - Town Clerk's Office

**STATE OF CONNECTICUT  
STATE BOARD OF MEDIATION AND ARBITRATION**

**In the binding interest arbitration matter**

	:	
	:	<b>Case No. 2022-MBA-176</b>
<b>City of Torrington</b>	:	
	:	
	:	
<b>-and-</b>	:	
	:	<b>July 14, 2023</b>
	:	
<b>Torrington Firefighter's Association,</b>	:	
<b>Local 1567</b>	:	
	:	
	:	

**AWARD**

**Panel Members**

Dennis C. Murphy, Esq., Public Member and Chair  
Lou DeMici, Member Selected by the Union  
Victor Muschell, Esq., Member Selected by the City

**Appearances**

Eric Chester, Esq., for the Union  
Jaime M. LaMere, Esq., for the City

## I. INTRODUCTION AND BACKGROUND

\_\_\_\_\_

This is an interest binding arbitration matter. These proceedings are governed by the Connecticut Municipal Employees Relations Act, C.G.S. §7-467, *et seq.* The matter was heard by a tripartite arbitration panel (Panel) consisting of Dennis C. Murphy, Esquire, Chairman, Victor Muschell, Esquire, Management Member, and Lou DeMici, Labor Member.

After due notice hearings were held on September 9, 2022, September 27, 2022, October 1, 2022, November 29, 2022 and December 22, 2022, wherein the parties had opportunity to present evidence and witnesses and an opportunity to cross-examine same.

The parties submitted Last Best Offers and Post Hearing Briefs.

The agreed upon issues are as follows:

1. Pay for holidays worked (Union)
2. Overtime rate of pay at 1.5 times hourly rate (Union)
3. Increase in callback rate of pay to 2.0 times hourly rate (Union)
4. Payout for sick leave at retirement (Union)
5. Elimination of Perfect Attendance days (City)
6.     A. Increase to employee health insurance premium cost share 7/1/2021 (City)
- B. Increase to employee health insurance premium cost share 7/1/2022 (City)

- C. Increase to employee health insurance premium cost share 7/1/2023  
(City)
7. Residency stipend/abatement for employees residing in the City of  
Torrington (Union)
8. A. General Wage Increase 7/1/2021 (Joint)  
B. General Wage Increase 7/1/2022 (Joint)  
C. Wage Adjustment (Union)  
D. General Wage Increase 7/1/2023 (Joint)  
E. Wage Adjustment (Union)
9. Increase to longevity pay (Union)
10. Include reimbursement for training under education incentive for all  
employees  
  
(Union)

## II. STANDARD OF REVIEW

C.G.S. §7-473c (d)(9) of the Municipal Employee Relations Act:

"In arriving at a decision, the arbitration panel shall give priority to the public interest and the financial capability of the municipal employer, including consideration of other demands on the financial capability of the municipal employer...The panel shall further consider the following factors in light of such financial capability: (A) The negotiations between the parties prior to arbitration; (B) the interests and welfare of the employee group; (C) changes in the cost of living; (D) the existing conditions of employment of the employee group and those of similar groups; and (E) the wages, salaries, fringe benefits, and other conditions of employment prevailing in the labor market, including developments in the private sector wages and benefits." (Emphasis added).

"The mandatory binding arbitration that is authorized by MERA does not permit the arbitration panel to exercise the broad discretion normally associated with consensual arbitration. Section 7-473c (d) limits the discretion of the

arbitration panel in two significant respects. First, with regard to any issue that the parties have not been able to resolve themselves, the statute confines the discretion of the arbitration panel to a choice between the last best offer of one party or another. Second, in the exercise of a choice between one or another last best offer, the arbitration panel must give priority to the public interest and the financial capability of the municipal employer..." See International Brotherhood of Police Officers, Local 564 v. Jewett City, 234 Conn. 123, 132 (1995) (Emphasis added).

### A. NEGOTIATION HISTORY

The current collective bargaining agreement expired June 30, 2021. The Union issued a demand to bargain a successor agreement on April 27, 2021. The City responded to the Union by email on May 4, 2021 for the parties to meet on May 20, 2021. In response, the Union responded: "At this time we have a few other pressing matters going on that will require dedication. With that, I think that we will be looking for a date to begin somewhere around beginning to middle of July." (City Binder, Tab 2, p.4-5).

Without meeting, the parties set ground rules dated October 15, 2021. The parties met on November 4, 2021 and December 9, 2021. The Union presented 30 proposals, the City presented 24. The parties engaged in very little substantive negotiations on the issues including wages. (Test. Jeremy Minard, Vol. 2 at 25-27; Timothy O'Donnell Vol 4 at 30). This dearth of substantive negotiations was clearly evident to the Panel.

The parties met again on May 3, 2022 to discuss proposals and an impasse was declared by the Union at the end of this meeting. This interest arbitration followed thereafter.

## **B. COMPARABLE COMMUNITIES:**

The City used the City of Norwich, Town of East Haven, Town of Naugatuck, City of West Haven and City of Meriden as comparable municipalities. These have some similarities in population, income demographics, and tax base composition. See City Binder, Tab 18, p.5. Moreover, these comparable municipalities were chosen for similarities in firefighter wages, District Reference Group rank, Adjusted Equalized Net Grand List rank and Distressed Municipality designation. See City Binder, Tab 17. Torrington falls in the mid-range for its AENGLC rank, Per Capita rank, and Median Household Income rank and the second highest for the Adjusted Equalized Mill Rate rank.

The Union used many municipalities as comparables. See Union Binder, Tab 5. These include Hartford, New Haven and Waterbury which are of larger size than Torrington. The City argues that the federal funds these cities receive help offset other expenses, such as capital improvement projects, which, in turn, loosens up municipal funds to pay salaries and other annual expenses. See Testimony Mayor Carbone, Trans. Vol.5, p.38. Torrington does not qualify for federal funds. There are three selected by the Union that are the same as those chosen by the City: Naugatuck, Norwich and Meriden. See City Binder, Tab 16.

## **C. COST OF LIVING**

Inflation has undoubtedly risen significantly in the last 20-month timeframe. The BLS report of the CPI-U for October 2022 was 7.7%. (Union Exhibit 15). Inflation has abated recently, but certainly persistent in some core consumer costs. Average hourly earnings have moved in response to this trend. It rose 5.8% in September 2022 for non-supervisor employees and 5% for all employees. Social security benefits have also experienced an increase as a result.



The median household income in Torrington is \$60,662. (City Binder, Tab 4, p.C-14, p.B-6 and Union Binder, Tab 2, Appendix A).

#### **D. ABILITY TO PAY**

The Panel is required to give priority to the public interest and the financial capability of the municipal employer. Torrington has been on the state list of distressed communities since 2010. It is among the most financially distressed city or town in the state. The City cites its unemployment rate of 7% in 2021 and the following to demonstrate this:

- Torrington is ranked 19th highest unemployment rate in the State and above the State average unemployment rate of 6.3%. City Binder 4, p.C-16 and Carbone Testimony Trans.4, pp.84-85.
- The majority of jobs in Torrington are low to middle income jobs and we are losing local employment opportunities. City Binder 6 and Carbone Testimony Trans.4, pp.85-86.
- Per capita income in Torrington is \$33,025, which is 72.3% of the State average. City Binder 4, p.C-5 and Carbone Testimony Trans. 4, p.87.
- Torrington ranks 153 out of 169 municipalities for per capita income, making it one of the lowest in the State, and the City's rank has been declining over a ten year period. City Binder 4, p.C-5, Carbone Testimony Trans.4, p.87.
- Torrington's Equalized Mill Rate is 31.89, which is the 4th highest in the State after Hartford, Waterbury and Naugatuck and Torrington's Mill Rate is 47.14. City Binder 4, p.C-21 and Carbone Testimony Trans.4, p.88.
- Torrington has an aging and declining population with nearly 20% of the population age 65 or older living on fixed incomes. City Binder 5 and Carbone Testimony Trans.4, p.91.  
34% of households in Torrington
- Torrington was designated as an Alliance District four years ago. As an Alliance District, Torrington's education cost share ("ECS") was frozen by the State at the 2013 level and the ECS increases from intergovernmental revenue started going directly to Torrington's Board of Education and not to the City. Carbone Testimony Trans. 4, p.104.

- 10% of the population in Torrington are living below poverty level and 13% of the population are receiving SNAP benefits (food stamps). City Binder 5, p.13 and Carbone Testimony Trans 4, p.97. 70% of school children in Torrington receive free and reduced lunch. Carbone Testimony Trans. 4, p.124.
- Torrington's Adjusted Equalized Net Grand List Per Capita ("AENGLC") ranking is 157 out of 169 municipalities, which is a decrease in ranking over the past 10 years. City Binder Tab 15, p.2 and Carbone Testimony Trans.4, p.97.
- Declining Moody's score of Aa3 (down from Aa2 in 2013), which impacts the City's ability to borrow money at a lower interest rate and increases debt service. The Moody's score downgrade was the result of an overreliance on fund balance funding to be used against budgetary implementation. City Binder 4, p.A-13 and Carbone Testimony Trans.4, pp.99-101.
- Loss of \$900,000 in tax revenue in 2021 due to the motor vehicle mill rate cap of 32.87. Carbone Testimony Trans.4, p.106.
- Torrington's current fund balance is \$17.9M and GFOA recommendation is to have at least 2 months' worth of operating expenses in fund balance, which is 16.67%. Torrington currently has 13.1% and it would cover 4-6 weeks of expenses. Carbone Testimony Trans.4, pp.111-112.
- Debt service is currently \$126M, which includes the new, mandated Water Pollution Control Facility, roads, sidewalks and drainage improvements and the new combined high school and middle school. Carbone Testimony Trans. 4, pp.118-119.

### III. ISSUES

#### ISSUE NO. 1

#### Article VIII, Section 5 (new)

#### Holidays

#### Par.37

#### City's Last Best Offer

No new language

## **Union's Last Best Offer**

Section 5. Any bargaining unit member who works his/her regularly scheduled shift on Easter, Independence Day, Thanksgiving, Christmas Eve (night), and Christmas Day shall receive regular hourly pay at a rate of one and one half times (1.5).

## **Discussion**

This is a new benefit sought by the Union for time and one half pay for working ones' regular shift on each of the named holidays. The City estimates the cost of this benefit would be \$65,520 annually, which would obviously increase as salaries increase. The Union argues that the proposal does not even match the benefit provided by the police collective bargaining agreement.

The comparable municipalities of Norwich, East Haven, West Haven and Naugatuck do not enjoy the benefit which the Union seeks here. The Panel finds that it is not in the public interest to award the Union Last Best Offer.

**AWARD ON ISSUE 1. Holidays Section 5 (new)-** After careful consideration of all the statutory criteria the Panel selects the City's Last Best Offer. The Union Panel Member dissents.

## **ISSUE NO. 2**

### **Article X Sec.1**

#### **Overtime**

#### **Par. 42**

### **City's Last Best Offer (Current Language)**

#### **Current Language**

Section 1. Whenever any employee works in excess of his or her regularly assigned work week or work schedule, as provided for in Article IX, in addition to any other benefits to which he or she may be entitled, he or she shall be paid for such overtime

work at the same hourly rate as that which he or she receives for his or her regularly assigned duty multiplied by twelve (12) hours; if such employee works a fourteen (14) hour night tour or ten (10) hour day tour or a majority portion thereof overtime duty, or multiplied by the actual number of hours worked if such employee works less than a majority portion of a fourteen (14) hour night tour or a majority portion of a ten (10) hour day tour of overtime duty. Commencing June 23, 2019, extra duty shift increments will be paid in 12 hour blocks if working the full shift. Partial shifts will be paid by the hour.

**Union's Last Best Offer Section 1.** Whenever any employee works in excess of his or her regularly assigned work week or work schedule, as provided for in Article IX, in addition to any other benefits to which he or she may be entitled, he or she shall be paid for such overtime work at the same hourly rate as that which he or she receives for his or her regularly assigned duty multiplied by eighteen (18) hours: if such employee works a fourteen (14) hour night tour or ten (10) hour day tour or a majority portion thereof overtime duty, or multiplied by the actual number of hours worked if such employee works less than a majority portion of a fourteen (14) hour night tour or a majority portion of a ten (10) hour day tour of overtime duty. Commencing with the effective date of the Award in Case No. 2022-MBA-176, extra duty shift increments will be paid in 18 hour blocks if working the full shift. Partial shifts will be paid by the hour at a rate of one and one half times (1.5).

#### **Discussion:**

Although the Union did not provide a cost for this proposal, the City estimates that the cost of this proposal would be an increase of \$339,418.95 in fiscal year 2022. This represents a significant increase in cost to the City. The Union did not carry its burden that this proposal is reasonable and in the public interest. The Towns of Norwich, East Haven and West Haven do not offer a rate of one and one-half times a regular rate of pay for work in excess of the regularly assigned work week or work schedule. (City Binder Tab 21).

**AWARD ON ISSUE 2- Article X, Sec. 1 -Overtime-** After careful consideration of all the statutory criteria, the Panel selects the City's Last Best Offer. The Union Panel Member dissents.

**ISSUE NO. 3**  
**Article X Sec. 2**  
**Overtime**  
**Par. 43**

**City's Last Best Offer (Current language)**

Section 2. Notwithstanding the provisions of Section 1 above, whenever any employee is called back to work in an emergency, he or she shall be paid at an overtime rate equal to one and one-half (1 1/2) times his or her normal hourly rate for a minimum period of three (3) hours unless called back within 3 hours of start of shift. Any employee called back within 3 hours of the start of his or her assigned shift (Regular, Extra Duty or exchange), shall be paid at an overtime rate equal to one and one-half hours (1 1/2) times his or her normal hourly rate for hours worked prior to the start of the shift. Any employee held over at the end of a shift shall be paid at his or her normal hourly rate for up to 1 hour. If the employee is held over beyond this hour, he or she will be paid at an overtime rate equal to one and one-half (1 1/2) times his or her normal hourly rate for hours worked beyond the first hour.

**Union's Last Best Offer**

Section 2. Notwithstanding the provisions of Section 1 above, whenever any employee is called back to work in an emergency, he or she shall be paid at an overtime rate equal to two (2) times his or her normal hourly rate for a minimum period of three (3) hours unless called back within 3 hours of start of shift. Any employee called back within 3 hours of the start of his or her assigned shift (Regular, Extra Duty or exchange), shall be paid at an overtime rate equal to two (2) times his or her normal hourly rate for hours worked prior to the start of the shift. Any employee held over at the end of a shift shall be paid at his or her normal hourly rate for up to 1 hour. If the employee is held over beyond this hour, he or she will be paid at an overtime rate equal to one and one-half (1 1/2) times his or her normal hourly rate for hours worked beyond the first hour.

**Discussion:**

This is a Union proposal that seeks an overtime rate of two (2.0) times an employee's regular rate of pay for callbacks to work in an emergency. The City currently pay time and one -half for emergency callback with a three hour minimum. Although the Union did not provide any cost data on this

proposal, the City estimates a cost of \$17,500. The Union did not demonstrate it is in the public interest for their proposal to prevail in this matter.

**AWARD ON ISSUE 3-Article X, Sec. 2 Overtime-** After careful considerations of the statutory criteria, the Panel selects the City's Last Best Offer. The Labor Member dissents.

#### **ISSUE NO. 4**

**Article XII Sec. h, i**  
**Sick Leave**  
**Par. 80**

#### **City's Last Best Offer (Current Language)**

(j) New Employee shall not receive terminal leave. (Hired after 7/1/83).

#### **Union's Last Union's Last Best Offer**

(j) Effective upon the issuance of the Award in Case No. 2022-MBA-176, if any employee has unused sick leave to his or her credit, he or she shall, on or before March 15 in the year preceding the fiscal year of his or her retirement, meet with the Chief of the Department and in writing advise the Chief of his or her intention to retire from City service. The total accumulated unused sick days shall be computed and determined. For purposes of terminal pay, the total number of days shall equal twenty five percent (25%) of the employee's total accumulated unused sick days, but shall not exceed 67.5 receive such terminal leave pay.

#### **Discussion:**

Terminal leave was negotiated out of the collective bargaining agreement between the parties prior to July 1, 1983. The record does not reflect what the Union gained in negotiations in exchange for this. Further, the Union did not

provide a cost for this proposal. (Test. Mark Capell Trans. Vol.2 p.35). Except for the police, no other city employee gets so called "terminal leave". For these reasons the Panel finds it is not in the public interest to reinstate terminal leave in this collective bargaining agreement.

**AWARD-ISSUE NO. 4- ARTICLE XII Sick Leave-** After careful consideration of all the statutory criteria, the Panel selects the City's Last Best Offer. The Union Member dissents.

**ISSUE NO. 5**  
**Article XIV Sec. 2**  
**Special Leave**  
**Par. 88**

**City's Last Best Offer**

Section 2. (a) Each employee shall be granted one (1) day of special leave with pay for each **six (6)** month period, commencing on **July 1 and January 1** during which he or she has had perfect attendance. Special leave days for perfect attendance may not be accumulated for longer than one (1) year from the date earned. There shall be no restrictions as to when such days can be utilized except they cannot be used on the night shift of December 24th or the day shift of December 25th.

(b) Forty (40) hour off line employees shall be granted one (1) day of special leave with pay for each **six (6)** month period commencing on July 1 and **January 1** in which time he/she had perfect attendance.

**Union's Last Best Offer (Current Language)**

Section 2. (a) Each employee shall be granted one (1) day of special leave with pay for each four (4) month period, commencing on July 1, November 1, or March 1 during which he or she has had perfect attendance. Special leave days for perfect attendance may not be accumulated for longer than one (1) year from the date earned. There shall be no restrictions as to when such days can be utilized except they cannot be used on the night shift of December 24th or the day shift of December 25th.

(b) Forty (40) hour off line employees shall be granted one (1) day of special leave with pay for each three (3) month period commencing on July 1st, October 1st, January 1st, and April 1st in which time he/she had perfect attendance.

**Discussion:**

The City proposes to reduce the number of “perfect attendance days” from 3 to 2. It argues that 2 days is what City public works employees receive; City Hall employees receive one. Further, City supervisors and managers receive no perfect attendance days.

The City failed to persuade the Panel that its proposal is in the public interest, or how it would assist in the City’s financial interest.

**AWARD-ISSUE 5. ART XIV Special Leave** -After careful consideration the Panel selects the Union’s Last Best Offer. The City’s Member dissents.

**ISSUE NOS. 6A-6C**  
**Article XVI Sec. 1**  
**Insurance**  
**Par. 102, 103, 104**

**City’s Last Best Offer**

6A Effective and retroactive to July 1, 2021 the City shall pay eighty-six percent (86%) and all employees shall pay fourteen percent (14%) of the cost of coverage under the HDHP HSA.

6B Effective and retroactive to July 1, 2022 the City shall pay eighty-six percent (86%) and all employees shall pay fourteen percent (14%) of the cost of coverage under the **HDHP HSA**.

6C Effective July 1, 2023 the City shall pay eighty-five percent (85%) and all employees shall pay fifteen percent (15%) of the cost of coverage under the **HDHP HSA**.



### **Union's Last Best Offer**

6A Effective July 1, 2021 the City shall pay 86% and all employees shall pay 14% of the cost of coverage under the **HDHP HSA**.

6B Effective upon the issuance of the Award in Case No. 2022-MBA-176, the City shall pay 85.5% and all employees shall pay 14.5% of the cost of coverage under the **HDHP HSA**.

6C Effective July 1, 2023 the City shall pay 85% and all employees shall pay 15% of the cost of coverage under the **HDHP HSA**.

### **Discussion:**

Both parties recognize the necessity for modestly increasing employee contributions to healthcare costs and are nearly identical. The City's Last Best Offers are in line with other City bargaining units and comparable town agreements. The Panel finds awarding all the City last best offers to be in the public interest.

**AWARD ON ISSUE 6A-6C Insurance-** After careful consideration of all the statutory criteria the Panel selects the City's Last Best Offers on Issues 6A, 6B and 6C.

**ISSUE NO. 7**  
**Article XVIII**  
**City Clauses**  
**Par. 116**

### **City's Last Best Offer (Current Language)**

(c) Any employee hired after the signing of this contract must reside within a twenty (20) minute response time of Fire Headquarters upon completion of probation.

### **Union's Last Best Offer**

(c) Any employee hired after the signing of this contract must reside within a twenty (20) minute response time of Fire Headquarters upon completion of probation. Effective upon the issuance of the Award in Case No. 2022-MBA-176, any employee who resides within the City of Torrington shall receive a tax abatement of \$1,000.00 for each full year they reside in Torrington.

### **Discussion:**

The Union proposes this new benefit in order to induce employees to move into the City to assist with response to emergency callbacks, to in some undefined way support the community and to reward them for doing so. It points to the \$1000 tax abatement that volunteer firefighters receive in support of this proposal.

The Union, however, failed to provide any evidence that this provision would in fact induce existing or future firefighters to live in the City, nor did it provide any cost estimate for the Panel to consider. For these reasons we find it not in the public interest to award the Union with this proposal.

**AWARD ON ISSUE 7- City Clauses-** After careful consideration of the statutory criteria the Panel selects the City's Last Best Offer. The Union Member dissents.

**ISSUE NOS. 8A-8E**  
**Article XXI, Section (a)**  
**Wages**

**Par. 122, 123, 124, 125, 126**

**8A City's Last Best Offer**

Effective and retroactive to July 1, 2021 all wages shall be increased by two and one-quarter percent (2.25%).

**8A Union's Last Best Offer**

Effective and retroactive to July 1, 2021, all wages shall be increased by 3%.

**8B City's Last Best Offer**

(b) Effective and retroactive to July 1, 2022 all wages shall be increased by two and one-half percent (2.50%).

**8B Union's Last Best Offer**

(b) Effective and retroactive to July 1, 2022, all wages shall be increased by 3%.

**8C City's Last Best Offer**

No new language

**8C Union's Last Best Offer**

Effective upon the issuance of the Award in Case No. 2022-MBA-176 bargaining unit members shall receive the following wage adjustments:

Firefighters: \$1,000.00 added to base salary

Officers: \$1,500.00 added to base salary

**8D City's Last Best Offer**

(c) Effective July 1, 2023 all wages shall be increased by two and three-quarter percent (2.75%).

### **8D Union's Last Best Offer**

Effective July 1, 2023, all wages shall be increased by 3.5%.

### **8E City's Last Best Offer**

No new language

### **8E Union's Last Best Offer**

Effective June 30, 2024, bargaining unit members shall receive the following wage adjustments:

Firefighter: \$1,000.00 added to base salary

Officer: \$1,500.00 added to base salary

### **Discussion on Wages:**

The Panel has extensively reviewed the record presented by the parties with respect to the City's ability to pay, and the relative wages and benefits the firefighters enjoy compared with others in the state.

In our review of the City's ability to pay, we noted that the City is a financially distressed

municipality with many challenges. However, the record does reflect that the wages for firefighters are in some comparisons low. And, we find that the overall benefit package offered by the City and secured by the Union to date are not insufficient to recruit and retain firefighters. The Union's efforts to demonstrate a significant exodus from the Department due to a substandard benefit package was not substantiated. Yes, some have left to some other department with better advancement opportunities and better wages. The City demonstrated no difficulties, certainly as compared with the police department, with recruitment.

Importantly, since June of 2007 the City lost 11 firefighters to other departments, whereas it lost 25 police officers in the same period. (Test. Pleil Trans. 4 at 50).

Although we generally align with the City's Last Best Offers on wages as being in the public interest, in the first year we have determined that the Union's Last Best Offer is in the public interest and within the City's ability to pay.

#### **AWARD ON ISSUE NOS. 8A-8E- WAGES**

After careful consideration of the statutory criteria the Panel selects the following Last Best Offers on Wages

ISSUE 8A- The Panel selects the Union's Last Best Offer-the City Member dissents.

ISSUE 8B- The Panel selects the City's Last Best Offer-the Union Member dissents.

ISSUE 8C- The Panel selects the City's Last Best Offer-the Union Member dissents.

ISSUE 8D- The Panel selects the City's Last Best Offer- the Union Member dissents.

ISSUE 8E- The Panel selects the City's Last Best Offer- the Union Member dissents.

#### **ISSUE NO. 9**

#### **Article XXIII, Section 5**

#### **Miscellaneous**

#### **Par. 134**

#### **City's Last Best Offer (Current Language)**

Section 5. All employees shall receive five dollars (\$5.00) per week longevity increase after each five (5) year period of service.

### **Union's Last Best Offer**

Effective July 1, 2023, all employees shall receive a longevity increase according to the following schedule:

After 5 years of service: \$650.00 annually.

After 10 years of service: \$900.00 annually.

After 15 years of service: \$1,150.00 annually.

After 20 years of service: \$1400.00 annually.

After 25 years of service: \$1650.00 annually.

### **Discussion:**

During negotiations the City proposed to eliminate the longevity provision of the agreement. The Union proposes here to increase the longevity payments by significant percentages depending on level. It is common understanding that the party with the affirmative proposal has the burden of persuasion. The Union here, other than simply adding to overall wages, failed to provide any evidence that there is a compelling need for these increases. No retention problem was demonstrated requiring a fix. Further, and more determinative, the Union failed to provide any cost estimate for the Panel to use to determine if this increase is appropriate in light of the statutory criteria. We find the Union's proposal not in the public interest.

**AWARD ON ISSUE NO. 9** – After full consideration of the statutory criteria the Panel selects the City's Last Best Offer. The Union Panel member dissents.

**ISSUE NO. 10**  
**Article XXVII Sec. 1**  
**Educational Incentive**  
**Par. 205**

**City's Last Best Offer (current language)**

Section 1. The City shall reimburse the cost of tuition, not to exceed \$500.00 per semester or trimester, for any employee in a planned or degree program relating to fire fighting. Participation in any such program shall be permitted only with the Chiefs approval but such approval shall not be unreasonably withheld. Any amount due the employee shall be paid upon

the completion of the semester or trimester. All other educational expenses, if any, shall be paid by the employee who shall also be responsible for his or her replacement; it being understood and agreed that this program shall not require additional hiring. The word "completion" shall not include the failure to attend classes, a "withdrawal" from the program, or an incomplete grade.

**Union's Last Best Offer**

The City shall reimburse the cost of tuition, not to exceed \$500.00 per semester or trimester, for any employee in a planned or degree program relating to fire fighting. Participation in any such program shall be permitted only with the Chief's approval but such approval shall not be unreasonably withheld. Any amount due the employee shall be paid upon the completion of the semester or trimester. All other educational expenses, if any, shall be paid by the employee who shall also be responsible for his or her replacement; it being understood and agreed that this program shall not require additional hiring. The word "completion" shall not include the failure to attend classes, a "withdrawal" from the program, on an incomplete grade. Any employee who has not used all the available funds associated with a degree program as referenced in this Section, shall be reimbursed for any classes attended through the National Fire Academy, the Connecticut Fire Academy or other training center related to firefighting, emergency medical services or technical rescue, however, reimbursement shall be capped at \$600.00 annually.

**Discussion:**

The Union proposes to add an additional scope of training for reimbursement. This would be allowed for classes at the National Fire Academy, the Connecticut Fire Academy or other training center related to firefighting, emergency medical services or technical rescue.

The City objects to the Union's proposal due to its cost and that the broad scope of potential training sources may result in training which is not in any way beneficial to the City. It argues that any training paid for by the City should inure to the benefit of the City. This concern is alleviated, however, since the same approval conditions apply. This new language must be read with the existing training language, that is, of *pari materia*. The additional training being proposed is on the same subject as the existing matter and therefore the same conditions apply. As a result, any training being sought by a firefighter provided by this new language shall also "be permitted only with the Chief's approval but such approval shall not be unreasonably withheld." This resolves the City's concern that a firefighter will request reimbursement for training which is not directly relevant to the performance of his job in Torrington.

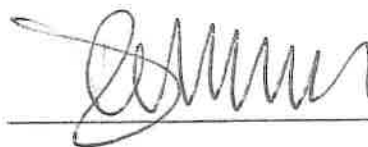
Training in public safety professions is crucial to performance and is, within reason, in the public interest.

**AWARD ON ISSUE NO. 10 Educational Incentive-** After full consideration of the statutory criteria the Panel selects the Union's Last Best Offer. The City Panel Member dissents.

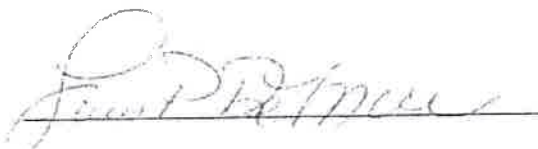


By the Panel, having been duly selected by the parties pursuant to Connecticut General Statute Section 7-473c, and after careful consideration of the facts and statutory criteria, hereby certifies and submits this Award in Case No 2022-MBA-176 before the State Connecticut Board of Mediation and Arbitration.

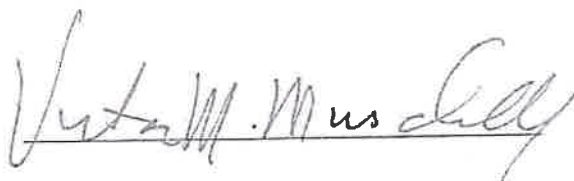
By the Panel



Dennis C. Murphy, Esq., Public  
Member and Chair



Lou DeMici, Member Selected by the  
Union



Victor Muschell, Esq., Member  
Selected by the City

