

AGREEMENT

BETWEEN

THE CITY OF TORRINGTON

AND

LOCAL 2212 OF COUNCIL #4

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

(TORRINGTON CITY HALL EMPLOYEES)

July 1, 2021 - June 30, 2025

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I - RECOGNITION	1
ARTICLE II - DUES CHECK OFF	1
ARTICLE III - SICK LEAVE	2
ARTICLE IV - BEREAVEMENT LEAVE	4
ARTICLE V - HOURS OF WORK	4
ARTICLE VI - VACATIONS	6
ARTICLE VII - HOLIDAYS AND PERSONAL LEAVE DAYS	7
ARTICLE VIII - SENIORITY	8
ARTICLE IX - VACANCIES AND TRANSFERS	10
ARTICLE X - PRIOR PRACTICE	11
ARTICLE XI - SHOP STEWARD	11
ARTICLE XII - SAFETY AND HEALTH	12
ARTICLE XIII - LONGEVITY	12
ARTICLE XIV - BULLETIN BOARDS	13
ARTICLE XV - MILITARY LEAVE	13
ARTICLE XVI - ANNUAL INCREMENTS	14
ARTICLE XVII - GRIEVANCE PROCEDURE	14
ARTICLE XVIII - MEDICAL COVERAGE	15
ARTICLE XIX - LIFE INSURANCE	17
ARTICLE XX - DISABILITY BENEFIT	17
ARTICLE XXI - RETIREMENT	17
ARTICLE XXII - RESERVED FOR FUTURE USE	18
ARTICLE XXIII - TERMINAL LEAVE	18
ARTICLE XXIV - RATES OF PAY	18
ARTICLE XXV - DISCIPLINE	18
ARTICLE XXVI - NO SUBCONTRACTING AND ASSIGNING-OUT BARGAINING UNIT WORK	19
ARTICLE XXVII - PART-TIME EMPLOYEES	19
ARTICLE XXVIII - ANTI DISCRIMINATION	20
ARTICLE XXIX - FULL AND COMPLETE AGREEMENT	20
ARTICLE XXX - DURATION	20
SCHEDULE A - JULY 1, 2021 WAGE SCHEDULE	22
SCHEDULE B - JULY 1, 2022 WAGE SCHEDULE	23
SCHEDULE C-1 - JULY 1, 2023 WAGE SCHEDULE	24
SCHEDULE C-2- JULY 1, 2024 WAGE SCHEDULE	25
SCHEDULE D - CLASSIFICATIONS AND LABOR GRADES	26
SCHEDULE E - CIGNA OAP DESCRIPTION	27
SCHEDULE F - CIGNA HIGH DEDUCTIBLE HSA PLAN DESCRIPTION	35
EXHIBIT R - PENSION AND RETIREMENT PROVISIONS	
EXHIBIT S- ESTABLISHMENT OF DEFINED CONTRIBUTION PLAN	
EXHIBIT T - ORIENTATION FORM	
EXHIBIT U - PUBLIC ACT 21-25	

PREAMBLE

The following Agreement by and between, respectively, the City of Torrington, hereinafter referred to as the "City" and Local 2212 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, City Hall Employees, excluding seasonal and supervisory employees employed by the City of Torrington, hereinafter referred to as the "Union", is designed to maintain and promote harmonious relations between the City and such of its employees as may be covered by this contract with respect to pay, wages, hours of employment and other conditions of employment, to the end that more efficient and progressive public service may be rendered.

ARTICLE I - RECOGNITION

Section 1.1. The City recognizes the Union as the representative for the purpose of collective bargaining by the City Hall employees, and Clerical employees of other departments, excluding the Board of Education employees, seasonal and supervisory employees employed by the City of Torrington, Connecticut, and that said Union is the exclusive representative of all such employees for the purposes of collective bargaining with respect to rate of pay, hours of employment and other conditions of employment.

Section 1.2. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing in the Union during the term of the Agreement or pay service fees, as certified by the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay services fees, as certified by the Union.

Section 1.3 - Union Activities. Approved Union Delegates shall be allowed time off with pay to attend the below mentioned Union functions:

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

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

Section 1.3.1. The president shall be entitled to time off for negotiations, investigations, grievances, arbitrations, and MPP complaints.

ARTICLE II - DUES CHECK OFF

Section 2.1. The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized deduction card, as certified by the Secretary or other authorized official of the Union, and which are Union dues

as certified by the Union. Deductions shall be made the third week of each month.

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

Section 2.2. The City shall give to each present employee and to each such new employee when he is hired, a copy of this Contract.

Section 2.3. The City shall provide the copies of this Contract required under Section 2.2, at no cost to the Union.

Section 2.4. 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.

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

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

ARTICLE III - SICK LEAVE

Section 3.1. Sick leave shall be considered to be absence from duty with pay for the following reasons: Illness or injury, except where such illness or injury arises out of or in the course of employment by an employer other than the City.

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

shall be charged to sick leave.

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

Section 3.2. Effective July 1, 2019, sick leave shall accrue at the rate of one (1) working day for each completed month of continuous full-time service.

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

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

Section 3.3. Sick leave shall be granted only to permanent full-time employees except that a permanent employee working less than full time shall be granted sick leave in proportion to the amount of time worked. Each employee shall be notified of the sum of his accumulated sick leave quarterly by the respective departmental timekeepers.

Section 3.4. When an employee receives payment from the City under the provisions of this Article, he shall assign to the City upon request his right to recover the amount of such payment against any third party who may have been responsible for such illness or injury. Such employee shall reimburse the City to the extent of such payments upon the settlement or judgment of any claim against any third party.

Section 3.5. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

Section 3.6. Any full-time permanent employee on disability compensation as a result of injury received while performing his assigned duties shall accrue sick leave the same as other full-time permanent employees.

Section 3.7. A Medical Certificate signed by a licensed physician or other practitioner whose method of healing is recognized by Connecticut State authorities may be required for any period of absence of more than four (4) consecutive working days or as supporting evidence when sick leave is requested for any period when an employee is on accrued vacation leave or when an employee's attendance record shows frequent or habitual absences because of claimed illness or injury.

Section 3.8. The City may provide a physician or nurse to make any necessary examination or investigation of any alleged abuses of sick leave privileges. The cost of such examination or investigation shall be paid by the City.

Section 3.9. No sick leave shall accrue during a leave of absence without pay or while an employee is under suspension.

Section 3.10. An employee who has exhausted his accumulated sick leave may request in writing an advance of sick leave privileges. If substantiated by a Medical Certificate, the **Personnel Department** shall advance to such employee sick leave privileges not to exceed one (1) day for each completed year of City service. Such advanced sick leave days so granted shall be repayable by the employee from his further earned sick leave accumulation.

ARTICLE IV - BEREAVEMENT LEAVE

Section 4.1. In the event of death in the immediate family, an employee shall be granted up to three (3) days of leave with pay. The Department Head may, at his discretion, grant an additional day of leave, such additional day, however, shall be charged as sick leave. For purposes of this Section, "immediate family" is defined as follows: mother, father, wife, husband, brother, sister, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, step parent, step-brother, step-sister, step-child, domestic partner domiciled in the same household, or any relative who is domiciled in the employee's household.

Section 4.2. 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 V - HOURS OF WORK

Section 5.1. This Section is intended to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

Section 5.2. The normal hours of work shall be eight (8) hours per day and forty (40) hours per week.

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

The normal hours of work shall not be less than the normal hours of work in effect for the July 1, 2002 – June 30, 2005 collective bargaining agreement (i.e. either thirty-seven and one-half (37.5) or thirty-two and one-half (32.5) hours per week) for the duration of this Agreement.

Section 5.3. Any hours worked by an employee in excess of eight (8) consecutive working hours or in excess of five (5) days within the work week, shall be paid for at the rate of one and one-half (1-1/2) times the regular established hourly rate for the employee. An employee not regularly scheduled to work on Sundays or holidays, shall be paid double such employee's hourly rate when required to work on a Sunday or holiday.

Section 5.3.1. Commencing July 1, 2022, an employee whose working hours commence after 2:00 p.m., shall be paid a shift differential of one dollar **and fifty cents (\$1.50)** per hour in addition to his normal hourly rate. Such shift differential shall be paid for all hours worked by employees regularly scheduled to work on the night shift.

Section 5.3.2. In addition to payment provided in 5.3.1 above, such shift differential shall be paid for unworked hours compensated for in accordance with the provisions of this Agreement, including: sick days, holiday pay, personal days, vacation and longevity.

Section 5.4. If in the Department Head's belief it is necessary to establish schedules departing from this intent, the Department Head of the Department and the Shop Steward at the request of either party, shall confer to determine whether based upon the facts governing the situation, mutually satisfactory modified schedules can be arranged. Determination of the regularly established starting time daily shall be made by the Department Head and such regularly established starting time may be changed by the Department Head from time to time to suit varying conditions that may arise, provided that all changes are discussed with the Shop Steward.

Section 5.5. Any authorized hours worked whether before or after the established eight (8) hour day shall be paid at the rate of one and one-half (1-1/2) times the regular established rate for the employee.

Section 5.6. Qualified eligible permanent employees shall first be offered any overtime work and temporary-emergency or part-time employees shall not be assigned to any overtime work provided there are permanent employees qualified and available to accept such overtime assignment within any reasonable length of time. In any event in case of emergency, the City reserves the right to fulfill its responsibility to the public but only after it has given full recognition to priorities set in this Section and such priorities have failed to provide available manpower as may be dictated by the emergency. Overtime will be equalized among employees of the same classification to within thirty (30) hours in the fiscal year, and for purposes of computing this equalization; employees who refuse such overtime shall be deemed to have worked the same.

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

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

Section 5.7. Within a specific department unit, section, division, or like unit or organization overtime work shall be assigned by the Department Head first to available qualified permanent employees and the procedure as established in "a" of Section 5.6 of this Article, shall be respected and maintained.

Section 5.8. Any employee who may be called back to work after his regular work day is completed, shall receive a minimum of three (3) hours pay at the rate of one

and one-half (1-1/2) times the rate of his established hourly rate.

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

Section 5.9. City records pertaining to assigned overtime work for members of the bargaining unit covered by this Contract shall be made available to the proper Union Representative upon written request.

Section 5.10. Wherever the scheduled hours of work for any employee are seven (7) hours per day or thirty-five (35) hours per week, any authorized hours worked either before or after the established seven (7) hour day or the thirty-five hour week shall be paid at the rate of one and one-half (1-1/2) times the regular established hourly rate for the employee.

Section 5.11. Wherever the scheduled hours of work for an employee are seven (7) hours per day or thirty-five (35) hours per week, overtime shall not commence until the employee has worked seven (7) hours per day or thirty-five (35) hours per week as previously provided.

Section 5.12. Employees' wages shall be paid by check and presented in a sealed envelope.

ARTICLE VI - VACATIONS

Section 6.1. Any full-time eligible permanent employee who has completed one (1) year of continuous service shall be granted vacation with pay in an amount not to exceed ten (10) working days or eighty (80) working hours for anyone assigned to a forty (40) hour weekly schedule, ten (10) working days or seventy-five (75) working hours for anyone assigned to a thirty-seven (37.5) hour weekly scheduled, ten (10) working days or seventy (70) working hours for anyone assigned to a thirty-five (35) hour weekly schedule, and, and ten (10) working days or sixty-five (65) hours for anyone assigned to a thirty-two and one-half (32.5) hour weekly schedule.

Section 6.2. Upon completion of a working test period of six (6) months an eligible employee may elect to take one (1) week of vacation provided the employee shall not receive more than one (1) additional week of vacation upon completion of one (1) year of full-time continuous service.

Section 6.3. Each employee who has completed five (5) or more years of continuous service shall be granted additional vacation leave with pay according to the following schedule :

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

- (g) After twenty-one (21) years, twenty-two (22) working days.
- (h) After twenty-two (22) years, twenty-three (23) working days.
- (i) After twenty-three (23) years, twenty-four (24) working days.
- G) After twenty-four (24) years, twenty-five (25) working days.

Section 6.4. Vacations shall be scheduled with the approval of the Department Head, which approval shall not be unreasonably withheld, and shall be taken in any calendar year from January 1st to December 31st, immediately after completion of time as per Section 1, Section 2 and Section 3, conflicts shall be by seniority preference. Vacation time will be requested and scheduled at a minimum of one-half (1/2) of a scheduled working day. Vacation balances that remain unused because of extended leaves of absence on paid Workers Compensation may not be carried over to the next vacation year.

Section 6.5. Any legal or specified holiday occurring during an employee's vacation shall be recorded as a holiday and not as a day of vacation.

Section 6.6. Any employee who is retired or separated from City service shall be entitled to the sum total of his/her vacation leave as of the date of retirement or separation.

Section 6.7. In the event of death of any employee, payment shall be made for vacation leave accrued to the employee at time of death to his estate.

Section 6.8. Vacation leave shall not be accumulative from one year to another, except that any full-time eligible permanent employee who shall have completed ten (10) years of service shall have the right to accumulate vacation time to the limit of two (2) weeks for the purposes of an extended vacation upon the following conditions:

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

Section 6.9. If an employee is sick while on vacation leave and provided a request is supported by a medical certificate acceptable to the appointing authority such sick time shall be charged against accrued sick leave.

ARTICLE VII - HOLIDAYS AND PERSONAL LEAVE DAYS

Section 7.1. There shall be twelve and one-half (12-1/2) paid holidays as follows:

New Year's Day**

Memorial Day

Veteran's Day

Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Good Friday	Columbus Day	Christmas Day
1/2 Work Day - Day before Christmas Day:	4 hours for 40 hour employee	
	3-1/2 hours for 35 hour employees	

****See Section 7.6**

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

Section 7.2. If, because of an emergency, an employee is required to work on a holiday, he shall be paid in addition to his holiday pay an amount equal to twice his regular rate for the hours so worked.

Section 7.3. No employee who is on terminal leave or layoff on the day preceding or following the holiday, will be paid for such holiday.

Section 7.4. Any employee failing to work his or her scheduled workday preceding or his or her scheduled workday following the holiday without a reasonable excuse shall not receive pay for the holiday. Absence using a sick day without a medical certificate is not a reasonable excuse.

Section 7.5 - Personal Leave. Each employee shall be entitled to three (3) personal leave days each year upon reasonable notice to his/her superior. Each employee who completes a full year with perfect attendance shall be entitled to one additional personal leave day to be used in the following contract year with the permission of the Department Head. Such personal leave days may be taken in thirty (30) minute increments.

Section 7.6 – Rule re: New Year's Eve. When New Year's Eve falls on a day that the City Hall is scheduled to be open until 6:30 PM employees may leave at 4:00 PM and be paid as though working to 6:30 PM.

ARTICLE VIII - SENIORITY

Section 8.1. Seniority as used in this Article shall mean a term of uninterrupted City service, including time on layoff if recalled within the one (1) year period under Section 8.4 and if all pension contributions are paid for the layoff period, beginning with the date of employment computed to any specific date which date shall not extend beyond the date of separation from City service. City wide seniority is applied to compute annual increments, longevity payments, sick leave accumulation, vacation pay, retirement service credit.

Section 8.1.1. Bargaining unit seniority as used in this Article shall mean a term of uninterrupted service with this bargaining unit and is computed from the day the employee becomes a member of the bargaining unit. Bargaining unit seniority shall be applied in all matters not otherwise provided for in Section 8 of this Article, including but

not limited to layoff, recall, transfer, promotions and vacation preference.

Section 8.1.2 An employee who transfers from one Local 2212 bargaining unit to the other Local 2212 bargaining unit will retain both City seniority and bargaining unit seniority based on his/her initial City hire date.

Section 8.2. Yearly the City shall prepare a listing of all City employees covered by this Contract, which shall set forth each employee's actual seniority in City service. A copy of such listing shall be furnished to the Union upon written request.

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

Section 8.2.1. The City shall provide written notice to the Union President of all personnel changes, including layoff, recall, transfer, promotion, discipline, discharge, voluntary quit, retirement, and new hires when such changes occur.

Section 8.3. In case of layoff for lack of available departmental funds or necessary work the employee with the least amount of seniority within the classification and department so affected shall be laid-off first. Any appeal from such layoff shall be for the reason that the order of layoff was not made in the manner prescribed in this section. Temporary employees shall be laid off first, and then part-time employees, before **any layoff of full-time employees** takes place in the bargaining unit. For purposes of layoff part-time employees shall be considered to be the least senior employees in the bargaining unit.

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

(b) Any employee who is unable to bump within their department may bump the least senior full time employee within the bargaining unit who is in the same classification. If unable to bump within their classification, an employee scheduled for layoff may bump the least senior full time employee in the next lowest labor grade, at the same step the employee previously held, provided they can perform the work.

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

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

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

Section 8.4. The City shall place the name of any laid-off employee on an appropriate re-employment list arranged in the order of seniority. The employee's name shall remain on the list until he is re-employed except that the list shall remain in effect not longer than one (1) year. Neither temporary nor part-time employees shall be

employed by the City while any qualified individual remains on the recall list.

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

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

Section 8.5. The City shall first certify from the re-employment list if one is available and provided the certification contains the name of any previously laid-off employee, such employee, if found to be qualified shall be the first to be employed.

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

Section 8.6. Any new employee appointed to a permanent position shall serve a four (4) month probationary period. The skilled or professional employee's probationary period shall be six (6) months. If at the termination of such a period, the employee is found to be qualified, his employment shall be determined to be permanent and his seniority shall start from the beginning date of employment.

Section 8.7. Any approved leave of absence without pay shall not void an employee's seniority and the period of absences shall be counted as part of his accumulated service for seniority purposes.

ARTICLE IX - VACANCIES AND TRANSFERS

Section 9.1. When a vacancy exists, either promotional or otherwise, the employee with the highest seniority who is qualified shall be given the first opportunity to fill such vacancy. **In order to be considered qualified, the employee must have the requisite knowledge and experience to fill the vacancy. Knowledge will be determined by a passing score on an established or recognized exam or test administered by the Personnel Department and a successful oral interview. In addition, to be considered qualified, the employee shall have no formal disciplinary record in the 12 months prior to the opportunity to fill such vacancy.** Vacancies shall be filled after simultaneous postings for 10 working days in each union and all departments. Preference shall be given to the applicant, if any, from the department or union where the vacancy occurred. A probationary period of sixty calendar days shall be served in filling any vacancy, upon the successful completion of which the vacancy shall be deemed to have been filled.

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

Section 9.2. Temporary transfers may be made under the following conditions provided that:

- (a) Such transfers shall not exceed sixty (60) working days.
- (b) Such transfers shall not be compulsory except as provided in 9.3 and 9.4

hereof, and

(c) In the case of a permanent vacancy, the City has notified the Union that it plans to fill the vacancy. Such vacancies shall be posted within thirty (30) days of the beginning of the first temporary transfer and shall be filled as soon as possible.

Section 9.3. An employee transferred to a lower classification shall receive his/her own rate of pay. An employee transferred to a higher classification shall be paid at the same step in the higher classification as that which she/he held in the classification from which she/he was transferred.

Section 9.4. Temporary transfers shall be compulsory on any of the least senior five (5) bargaining unit employees. These assignments shall be rotated among them as equitably as possible and shall not exceed a total of sixty (60) working days for any one vacancy. However, the City may assign volunteers prior to effecting compulsory transfers.

Section 9.5. An employee who is temporarily assigned, in writing, to perform supervisory duties as the result of the absence, termination or death of the supervisor, whose position is outside of the bargaining unit, shall receive ten percent (10%) above his regular rate of pay for the duration of such assignment.

ARTICLE X - PRIOR PRACTICE

Section 10.1. It is agreed that there shall be full cooperation in the modernization of equipment (including training) and in the effective use of the facilities provided. It is also agreed that the City shall maintain tools and equipment in good working order.

Section 10.2. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE XI - SHOP STEWARD

Section 11.1. The shop steward and/or Chief Steward or Vice President shall be allowed time off to discuss grievances with the supervisor without loss of pay, provided permission is granted.

Section 11.2. When presenting grievances before appropriate authority, both shop steward and aggrieved party shall attend without loss of pay.

Section 11.3. Union officers, Chief Steward and stewards shall have top seniority in the bargaining unit in the event of layoff, provided however, said individual(s) are able to perform the required duties.

ARTICLE XII - SAFETY AND HEALTH

Section 12.1. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 12.2. Should an employee complain that his work required him to be in unsafe or unhealthy situations, a Safety Man designated by the Union, shall have the right to inspect any or all activities or places of work which he feels may violate safety rules or endanger an employee's health and check violations of acceptable safety rules. When a violation occurs, it will be corrected promptly. A primary consideration at all times will be safety of the employees and protection for the City of Torrington. Full cooperation will be given to the Safety Man at all times by the Employer and employees.

Section 12.3. Helmets shall be furnished employees on jobs wherever overhead hazards are possible and foul weather gear, gloves, and protective clothing or covering shall be furnished wherever situations warrant it. Employees who do not utilize safety measures shall be subject to disciplinary action.

Section 12.4. A safety committee composed of Employer and Employee Representatives shall be formed and review safety conditions monthly. Employee representatives shall be designated by employees.

Section 12.5. Custodians, Inspectors and Traffic/Parking Operations Maintainers shall receive a clothing allowance of **Two Hundred and Fifty-Five dollars (\$255.00)** per year payable annually on or before each August 15. Commencing July 1, 2016 Building Inspectors shall not receive a clothing allowance but shall be supplied work shirts and pants by the City and shall receive **one- hundred and fifty dollars (\$150.00)** annually as a shoe allowance. **Parking Enforcement Officer and Blight Enforcement Officer shall receive one hundred and fifty dollars (\$150.00) per person annually as a shoe allowance.**

ARTICLE XIII - LONGEVITY

Section 13.1. Employees regularly scheduled to work a minimum of thirty-two and one-half (32.5) hours per week, shall in addition to their regular pay or any pay increases that may be provided, receive an additional longevity pay increase after each five (5) years of service. Such longevity pay increases shall be included in the weekly pay of the employees. There shall be six (6) such adjustments, with the final longevity pay increase occurring on the completion of thirty (30) years of service.

The schedule of longevity pay increases shall be as follows:

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

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

ARTICLE XIV - BULLETIN BOARDS

Section 14.1. The City shall permit the use of all bulletin boards located in their respective departments by the Union for posting of notices concerning local Union business.

ARTICLE XV - MILITARY LEAVE

Section 15.1. Any full-time permanent employee who leaves the service of the City and joins the Military Forces of the United States in time of war or other National Emergency as determined by the effective Connecticut State Statutes, shall be granted military leave without pay.

Section 15.2. Such leave shall extend for the period of such military service and for ninety (90) days after honorable discharge from such service.

Section 15.3. Any employee on military leave, who has been honorably discharged from the military forces of the United States and applies for re-employment with the City within ninety (90) days of such discharge, shall be reinstated in his former position together with all rights and privileges provided he meets the minimum qualifications of the position.

Section 15.4. Employees re-employed in accordance with Section 15.3, shall be granted all re-employment rights as are determined by Federal and State Statute.

Section 15.5. Any vacancy resulting from an employee being granted military leave in accordance with Section 15.1, shall be filled only on a durational basis.

Section 15.6. Military leave shall be considered as City service and shall be so entered upon City records. An employee on annual military training shall be granted a leave of absence with pay, less such sums received for such service, not to exceed fifteen (15) calendar days during any one calendar year, provided he files with his Department Head a copy of his military orders placing him on active military duty.

Section 15.7. Employees who enlist, or who are drafted into the Armed Forces of the United States, or who through any other procedure is called into active duty with such Armed Forces, will be placed on Military Leave. The City shall recognize its employment obligations for such returning veterans as provided by the Uniformed Services Employment and Reemployment Act.

ARTICLE XVI - ANNUAL INCREMENTS

Section 16.1. An employee, within the bargaining unit covered by this Agreement with not less than twelve (12) months of full-time continuous permanent service in any one position or positions, shall receive on the anniversary date of his permanent employment with the City an automatic increase of one step as provided in the Wage Schedules which are attached hereto as a part hereof. No portion of such increase shall be given which shall result in a salary or in compensation in excess of the maximum established for such class or position.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 17.1 – Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and employee morale.

Section 17.2 – Definition. A grievance, for the purpose of this procedure, shall be considered to be a complaint concerned with:

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

Section 17.3–Procedure. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may at its discretion, process the grievance from the first step or from the next succeeding steps following that which the employee has utilized.

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

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

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

Director shall render his decision in writing to the complainant and his representative, if represented, within five (5) working days of receipt of the grievance.

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

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

Section 17.4 – Meetings. If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled not later than five (5) days after receipt of the request.

Section 17.5 - Recording of Minutes or Testimony. Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

Section 17.6 - Local 2212 City Hall Employees Union as Complainant. Local 2212 City Hall Employees Union shall be entitled to submit grievances in the name of Local 2212 and in the same manner as is provided herein for employees except where employees of more than one department are involved the grievance may be initiated at Step Two.

Section 17.7 - Time Extensions. Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

Section 17.8 – Representation. Bargaining unit employees shall have the right and choice of representation whenever representation is desired by either individual employees or by the Union.

Section 17.9 – Settlement. Once a grievance has been settled, it shall go into effect immediately.

Section 17.10 - Witnesses at Hearings. The Union agrees to be reasonable with the use of witnesses.

ARTICLE XVIII - MEDICAL COVERAGE

Section 18.1. Effective July 1, 2011, the HSA (Health Savings Account) plan described below became the core insurance plan. Any employee who is employed full time and is currently receiving Medicare benefits or any employee currently receiving Veterans benefits may remain in the OAP and shall pay the same percentage as those enrolled in the HDHP HSA (i.e., 14.5%, 15.0%, 15.0 and 15.5% (1/1/2025) as the case may be) of the cost of the OAP. Employees currently receiving Veterans benefits may also elect to enroll in HDHP however they should be aware of the timing of HSA contributions to avoid potential tax penalties.

Section 18.2 – High Deductible Health Plan (HDHP) With Health Savings Account (HSA). Each employee shall be entitled to medical insurance coverage for themselves and their dependents under a \$2000/4000 High Deductible Health Plan (HDHP) with Health Savings Account (HSA) with \$0/15/30 post deductible Prescription Co-Pays.

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

Said coverage shall also include:

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

Section 18.3.

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

Effective July 1, 2022 the City shall pay eighty-five (85.0%) and all employees and retirees shall pay fifteen percent (15.0%) of the cost of coverage under the HDHP HSA.

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

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

(b) Effective July 1, 2015 and thereafter the City shall fund fifty percent (50%) of the applicable deductible for employees and retirees covered under the HDHP HSA set forth above. Said amount (\$1,000 single/ \$2,000 family) shall be paid by the City depositing that amount into each employees and retirees HSA account during the month of July at a bank chosen by the City. This participation by the City is a means of partially funding of the deductible and is not considered insurance under the HDHP HSA.

Any employee who terminates employment before the end of any fiscal year for which the City has paid the deductible shall repay a proportional portion of the deductible to the City. The City shall prorate its share of the deductible for any employee hired after the start of a contract year.

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

Section 18.4. The City reserves the right to change insurance carriers provided that the level of benefits and services are equal to or better than current coverage. The City agrees that prior to any such change it shall discuss the change with the Union.

Section 18.5. See Exhibit R for retiree medical insurance benefits.

Section 18.6. If the City receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 49801 (i.e. Cadillac Tax) or any other local, state or federal

statute or regulation, during the term of this contract, the City and the Union will, upon the request of the City engage in midterm negotiations regarding the impact of such excise tax in accordance with the Municipal Employees Relations Act (MERA).

ARTICLE XIX - LIFE INSURANCE

Section 19.1. The City shall provide Group Term Life Insurance in the amount of fifty thousand dollars (\$50,000), which will be reduced upon retirement under the provision of the Municipal Employee's Pension Plan to fifteen thousand dollars (\$15,000).

Section 19.2. With respect to the benefits related in Section 19.1 above, the City shall provide an accidental Death and Dismemberment Benefit for employees.

Section 19.3. Employees shall be permitted to purchase additional Term Life Insurance referenced in Section 19.1 above up to a maximum of fifty thousand dollars (\$50,000) at a flat rate similar to the City's group cost under the following conditions: a) fifty-five percent (55%) of bargaining unit members must purchase the additional insurance; b) no medical exam will be required if enrolled during the initial enrollment period; and c) employee payments shall be by payroll deduction.

ARTICLE XX - DISABILITY BENEFIT

Section 20.1. Any employee who shall become totally and permanently disabled from an injury sustained arising out of his employment as determined by the Workmen's Compensation Law of the State of Connecticut, shall in addition to any other compensation receive a disability benefit which shall be an amount sufficient to equal seventy-five percent (75%) of his average annual W-2 earnings for the three (3) year period immediately prior to his disability, less the amount of any payment received under the Social Security program of the United States government as a result of such disability.

Section 20.2. No person shall be eligible for any such benefit who has not been found totally and permanently disabled under the Social Security program of the United States and is otherwise eligible for Social Security benefits.

Section 20.3. No person shall be entitled to receive a pension benefit under Exhibit R and collect disability benefits under Section 20.1 at the same time.

ARTICLE XXI - RETIREMENT

Section 21.1. See memorandum of agreement, which is identified as Exhibit R, attached hereto as a part of this Agreement.

ARTICLE XXII – RESERVED FOR FUTURE USE

ARTICLE XXIII - TERMINAL LEAVE

Section 23.1. Any employee hired prior to May 16, 2007 who retires from the

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

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

ARTICLE XXIV - RATES OF PAY

Section 24.1. Effective and retroactive to July 1, 2021, each employee of the bargaining unit shall receive a wage increase of **two percent (2.00%)** of his/her hourly rate, which shall be reflected in Schedule A which is attached hereto as a part of this Agreement.

Section 24.2. Effective July 1, 2022, each employee of the bargaining unit shall receive a wage increase of **two and one-half percent (2.50%)** of his/her hourly rate, which shall be reflected in Schedule B which is attached hereto as a part of this Agreement.

Section 24.3. Effective July 1, 2023, each employee of the bargaining unit shall receive a wage increase of **two and one-quarter percent (2.25%)** of his/her hourly rate, which shall be reflected in **Schedule C-1** which is attached hereto as a part of this Agreement.

Section 24.4 Effective July 1, 2024, each employee of the bargaining unit shall receive a wage increase of **two and one-half percent (2.50%)** of his/her hourly rate, which shall be reflected in **Schedule C-2** which is attached hereto as a part of this Agreement.

Section 24.5. Starting wage rate for a new employee shall be two dollars (\$2.00) less per hour for first year of employment after which the employee shall be placed on Step 1.

ARTICLE XXV - DISCIPLINE

Section 25.1. Disciplinary action shall not be taken against any employee except for just cause. Any notice of minor discipline such as oral warnings, written warnings and reprimands shall be removed from the personnel file after twelve (12) months unless merged with subsequent discipline for the same or similar conduct. Matters of a more serious nature such as disciplinary suspensions shall remain in the file for twenty four (24) months.

Section 25.2 Disciplinary action shall be consistent with the type of infraction or malfeasance which is the subject of the discipline. Discipline should be progressive in nature. All disciplinary actions shall be communicated, in writing, to the

employee, with a copy placed in the employee's personnel file and a copy sent to the Union President and his/her designee.

Section 25.3 Employees shall be allowed to review their personnel file upon written request as soon as practicable.

ARTICLE XXVI - NO SUBCONTRACTING AND ASSIGNING-OUT BARGAINING UNIT WORK

Section 26.1. The parties agree that there shall be no assigning out or subcontracting of bargaining unit work except that which is indicated in Section 26.2 below.

Section 26.2. There shall be no expansion of present subcontracting of bargaining unit work for the duration of this Agreement.

ARTICLE XXVII - PART-TIME EMPLOYEES

Section 27.1. There shall be no more than three (3) part-time employees, maximum, who shall not work more than twenty-five (25) hours each per week, which means no more than a total of seventy-five (75) hours per week maximum.

Section 27.2. Part-time employees shall be entitled to the Cigna Open Access Plan until June 30, 2016 and thereafter only the Cigna HSA Plan for the individual only. The remainder of the benefit package under Article XVIII, Medical Coverage, in this contract shall be offered to such employee at the group rate at no cost to the City.

Section 27.3. Except as provided herein above, such part-time employees shall receive other City provided benefits which other bargaining unit employees receive except on a pro-rata basis in accordance with their hours of work.

Section 27.4. The City shall have the right to hire temporary employees who may work in the aggregate up to a maximum of one hundred eighty (180) days in any fiscal year. These employees shall be hired for short term and/or part-time duties but shall not replace an incumbent employee. Only the first ten (10) working days shall be counted toward the one hundred eighty (180) day aggregate when a temporary employee is filling the absence of a current employee.

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

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

ARTICLE XXVIII - ANTI DISCRIMINATION

Section 28.1. In implementing this Agreement it is agreed that neither the Union nor the City shall discriminate against any employee because of Union membership or non-membership, sex, race, creed, color, age, religious belief,

national origin, marital status or disability.

ARTICLE XXIX - FULL AND COMPLETE AGREEMENT

Section 29.1. This contract contains the full and complete Agreement between the parties on all negotiable issues, and neither party shall be required, during the term of this contract, to negotiate on any issue, whether it is covered or not covered herein. However, if the parties voluntarily elect to enter into negotiations, any agreement reached shall be reduced to writing and upon ratification by both parties, shall become a part hereof.

ARTICLE XXX - DURATION

Section 30.1. This Agreement shall be effective as of July 1, 2021 and shall remain in full force and effect through June 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 31, 2025 of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin 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 12th day of July, 2022.

FOR THE CITY OF TORRINGTON

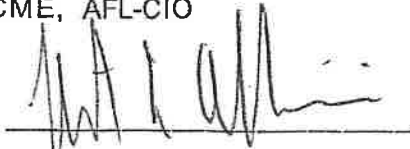
FOR LOCAL 2212 COUNCIL 4
AFSCME, AFL-CIO

Jaimie M. LaMere
Jaimie M. LaMere

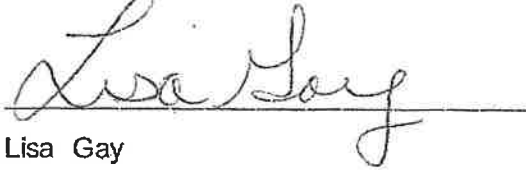
Cherlyn Poindexter
Cherlyn Poindexter

FOR LOCAL COUNCIL 4

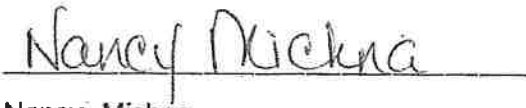
AFSCME, AFL-CIO



Robert L. Albini



Lisa Gay



Nancy Michna



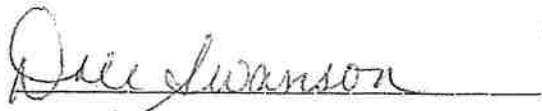
Linda Orr



John Palladino



Michelle Ciesco



Dale Swanson

SCHEDULE A – WAGE SCHEDULE
LOCAL 2212 OF COUNCIL #4
(TORRINGTON CITY HALL EMPLOYEES)
(JULY 1, 2021)
2.00%

<u>WAGE GROUP</u>	<u>ENTRY RATE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>
I	15.1749	17.2149	18.2397	19.2531	20.3471
II	16.2113	18.2513	19.3913	20.4967	21.6022
III	17.3513	19.3913	20.4507	21.5216	22.6500
IV	19.1821	21.2221	22.7191	24.2852	25.7706
V	20.8634	22.9034	24.4463	26.0009	27.4979
VI	22.6482	24.6882	26.1851	27.6475	29.2251
VII	25.0203	27.0603	29.0179	30.9754	32.8524
VIII	27.2657	29.3057	31.2632	33.2323	35.2705
IX	29.6378	31.6778	33.6468	35.5583	37.4698
X	32.7238	34.7638	37.1704	39.5541	41.8801
XI	35.4184	37.4584	39.8534	42.3407	44.7013
XII	38.4352	40.4752	42.8704	45.3577	47.7183
XIII	41.2565	43.2965	45.8067	48.2364	50.6430

SCHEDULE B - WAGESCHEDULE
LOCAL 2212 OF COUNCIL #4
(TORRINGTON CITY HALL
EMPLOYEES) (JULY 1, 2022)
2.50%

<u>WAGE GROUP</u>	<u>ENTRY RATE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>
I	15.5543	17.6453	18.6957	19.7344	20.8557
II	16.6165	18.7075	19.8761	21.0091	22.1422
III	17.7851	19.8761	20.9620	22.0596	23.2163
IV	19.6617	21.7527	23.2870	24.8923	26.4149
V	21.3850	23.4760	25.0575	26.6509	28.1853
VI	23.2144	25.3054	26.8398	28.3387	29.9558
VII	25.6458	27.7368	29.7433	31.7497	33.6737
VIII	27.9474	30.0384	32.0448	34.0631	36.1522
IX	30.3788	32.4698	34.4880	36.4473	38.4065
X	33.5419	35.6329	38.0997	40.5429	42.9271
XI	36.3038	38.3948	40.8498	43.3992	45.8188
XII	39.3961	41.4871	43.9422	46.4916	48.9112
XIII	42.2879	44.3789	46.9518	49.4423	51.9091

SCHEDULE C-1 - WAGE SCHEDULE**LOCAL 2212 OF COUNCIL #4****(TORRINGTON CITY HALL
EMPLOYEES)****(JULY 1, 2023)****2.25%**

<u>WAGE GROUP</u>	<u>ENTRY RATE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>
I	15.9043	18.0423	19.1164	20.1785	21.3250
II	16.9904	19.1285	20.3233	21.4818	22.6404
III	18.1853	20.3233	21.4336	22.5560	23.7386
IV	20.1041	22.2421	23.8110	25.4524	27.0092
V	21.8661	24.0042	25.6213	27.2506	28.8195
VI	23.7367	25.8748	27.4437	28.9763	30.6298
VII	26.2228	28.3609	30.4125	32.4641	34.4313
VIII	28.5762	30.7142	32.7658	34.8295	36.9657
IX	31.0623	33.2003	35.2640	37.2673	39.2707
X	34.2966	36.4347	38.9569	41.4551	43.8929
XI	37.1207	39.2587	41.7689	44.3757	46.8498
XII	40.2825	42.4206	44.9309	47.5377	50.0117
XIII	43.2393	45.3774	48.0083	50.5548	53.0770

SCHEDULE C-2 - WAGE SCHEDULE**LOCAL 2212 OF COUNCIL#4****(TORRINGTON CITY HALL
EMPLOYEES)****(JULY 1, 2024)****2.50%**

<u>WAGE GROUP</u>	<u>ENTRY RATE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>
I	16.3019	18.4934	19.5943	20.6829	21.8581
II	17.4152	19.6067	20.8314	22.0189	23.2064
III	18.6399	20.8314	21.9694	23.1199	24.3321
IV	20.6067	22.7982	24.4063	26.0887	27.6844
V	22.4128	24.6043	26.2618	27.9319	29.5400
VI	24.3301	26.5216	28.1297	29.7007	31.3955
VII	26.8784	29.0699	31.1729	33.2757	35.2921
VIII	29.2906	31.4821	33.5849	35.7003	37.8898
IX	31.8389	34.0304	36.1456	38.1990	40.2525
X	35.1540	37.3455	39.9309	42.4915	44.9903
XI	38.0487	40.2402	42.8131	45.4851	48.0210
XII	41.2896	43.4811	46.0541	48.7261	51.2620
XIII	44.3203	46.5118	49.2085	51.8186	54.4040

SCHEDULE D - CLASSIFICATIONS AND LABOR GRADES

Labor Grade I

Parking Enforcement Officer

Labor Grade III

Clerk Typist

Labor Grade V

Senior Clerk Typist

Timekeeper/Payroll Clerk

Labor Grade VI

Senior Account Clerk

Senior Secretary

Traffic/Parking Operations Maintainer

Senior Clerk Typist/Clerical Court

Liaison

Payroll/Timekeeper Clerk/Clerical Court Liaison

Senior Account/Court Liaison Clerk

Custodian

Labor Grade VII

Administrative Assistant (WPCA)

Chief Account Clerk

Chief Clerk

Labor Grade VIII

Labor Grade IX

Building Inspector

Electrical Inspector

Mechanical Inspector

SCHEDULE E - CIGNA OAP DESCRIPTION

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

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

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

SCHEDULE F - CIGNA HIGH DEDUCTIBLE HSA PLAN DESCRIPTION

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

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

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

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

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

Exhibit R

Pension (Defined Benefit Plan) and Retirement Provisions

RETIREMENT

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

Section 1

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

- a. All members of the bargaining units shall **remain** members of the appropriate pension and retirement plan of the City of Torrington covering such employees. Each participant shall contribute five percent (5%) of gross weekly earnings to the Pension Fund.
- b. Any employee who shall have completed five (5) years of service with the City of Torrington and/or Torrington Board of Education, and who thereafter has his/her employment terminated shall upon reaching the age of regular retirement, be entitled to a pension, the amount of which shall equal two percent (2%) per year for the number of years of completed service with the City of Torrington and/or Torrington Board of Education. Each participant's final average annual salary shall be computed at the average of his/her last three (3) years gross annual earnings
- c. (1) Employees hired on or after September 18, 2000 may elect to buy, during their first year of employment, active United States Military service time up to four (4) years. Employees who elect to buy active military service time shall pay the "buy in" contribution either in a lump sum or in equal weekly installments over a period of no longer duration than military service time to be bought. The amount of the "buy in" contribution shall be based on the rate of pension contributions and compensation in effect at the time of the "buy in" or during any period such "buy in" payments are made.

(2) Employees hired before September 18, 2000 may elect to buy, during the first year following such date, active United States Military service time up to four (4) years. Employees who elect to buy active military service time shall pay their "buy in" contribution either in a lump sum or in equal weekly installments over a period of no longer duration than two (2) times the military service time to be bought. No employee shall be credited with active military service time in excess of that for which he/she has

completed his/her "buy in" contribution. The amount of the "buy in" contribution shall be equal to an average of the employee's pension contributions made during his/her employment from date of hire to payment in full of the "buy in" time. Such average pension contribution shall be calculated as of the date of such contribution began and shall be recalculated on each January 1 and July 1 thereafter until payment in full of the "buy in" time.

(3) The active military service time for which contributions are completed shall apply to all sections of this article for the purpose of computing number of years of service for benefits, but will not be used to compute years of service needed to become eligible for retirement or to vest benefits.

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

- d. The minimum Pension payable to each individual who retires after the date of the award shall be computed at twenty dollars (\$20) per month times total years of service, provided that any such years of service in excess of thirty-five (35) shall not be used to compute said minimum pension.
- e. Any employee who shall die before reaching the age of sixty-five (65) years, upon the sixty-fifth (65th) anniversary of his/her birth, the spouse of said employee, if he or she then be married, shall until his or her death or remarriage receive a sum equal to one-half ($\frac{1}{2}$) of the sum which the employee would have received had he/she lived. If said member leaves no spouse surviving, then such payments will be made to any children surviving, as defined below.
- f. Upon the death of any employee after his/her regular retirement age, if he/she be then retired and receiving a pension, or if he/she not be retired, but has qualified for such pension, in all other respects, upon his death, the spouse of such employee shall, until death or remarriage, receive a sum equal to seventy-five percent (75%) of the sum to which the employee would have received had he lived. If such member leaves no spouse surviving, such payments will be made to any children surviving as defined below.
- g. Children of deceased employees who are entitled to benefits shall receive such payment until they reach the age of eighteen (18), except that children who are full-time students shall continue to receive such payments until they reach the age of twenty-three (23).
- h. Employees who terminate their employment for any cause before having completed five (5) years of service with the City of Torrington and/or Torrington Board of Education, shall, upon such termination, be repaid all of his/her contributions paid into the Pension Fund together with interest thereon at the rate of four percent (4%) per annum, compounded annually.
- i. (1) The City will provide all the medical coverage to current and future retirees until

the retiree reaches age 65, which is provided to active bargaining unit employees.

(2) The City will provide to the spouse of a retiree until age 65 and other family members of the retiree, while **eligible pursuant to federal guidelines**, all the medical coverage which is provided to active bargaining unit employees even though the retiree is age 65 or older.

(3) If a retiree either prior to or after reaching age 65, takes other employment which provides equivalent medical coverage, any of the medical coverage provided by the city of Torrington in paragraphs 1 and 2 above, shall cease during the term of that other employment or any other future employment. The retiree shall immediately give notice of said equivalent medical coverage to the City's Comptroller's office. However, if written notification is given to the City by the retiree, spouse or eligible family member by certified mail, return receipt requested, that the retiree is no longer employed or that the employee no longer has equivalent medical coverage, the City shall have its insurance carrier resume the dropped coverage when eligibility exists, as soon as the insurance carrier is able to put the coverage into effect.

(4) Each current and new retiree receiving coverage set forth in Section 1 i. (1) shall pay the same amounts of the cost associated with said medical coverage as active bargaining unit employees, until the retiree reaches age 65. This amount shall be paid through monthly pension deduction.

(5) The City reserves the right to change Insurance Carriers provided that the levels of benefits and services are equal or better than current coverage. The City agrees that prior to making any such change it shall discuss the change with the Union.

- j. An employee who retires under the provisions of the Pension and Retirement Plan and/or spouse, both having reached sixty-five (65) years, the following benefits shall be continued until the death of both: Anthem Blue Cross/Blue Shield 65 High Option and Blue Shield 65 Plan 81, at no cost to retirees.
- k. Any employee who has completed twenty-five (25) years of service at age sixty (60) shall, upon his written application, be retired on an annual pension, payable monthly from the Pension Fund, equal in the amount to not less than one-half ($\frac{1}{2}$) pay plus an additional two percent (2%) of pay for each completed year of service in excess of twenty-five (25) years.
- l. Early Retirement a.) Effective May 2, 2011 any employee who has completed twenty-five (25) or more years of service and who is at least age fifty-five (55) shall upon his/her written application, be retired on an annual pension, payable monthly from the Pension Fund equal to his/her benefit accrued to such early retirement date, and reduced by two and one-half percent (2.5%) for each year that early retirement precedes age sixty (60) on the following basis:

<u>PERCENT OF ACCRUED BENEFIT</u>	<u>AGE</u>
100%	60
97.5%	59
95.0%	58
92.5%	57
90.0%	56
87.5%	55

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

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

- m. The Board of Trustees of the City Employees Retirement Fund shall be comprised of ten (10) members: the Mayor, Treasurer, six (6) Councilmen, and two (2) Union representatives from the bargaining unit that has an issue pending before the Trustees. In any such case the quorum of the Board of Trustees shall be six (6). The City shall appoint two (2) Union representatives, selected by the Union, from each of the three (3) bargaining units. Said Union members names will be submitted to the Mayor in writing by the Union President annually. Only two (2) representatives may vote on any matter relevant to the respective bargaining unit to which the matter pertains. Under no circumstances may more than two (2) Union members vote on any particular matter before the Trustees.

Section 2

Any vested member of the plan who shall die while an active employee or who shall terminate his/her employment for any reason with the City of Torrington and/or the

Torrington Board of Education shall, upon written request to withdraw from the Pension Plan, be repaid all his/her contributions paid into the Pension Fund together with interest thereon at the rate of four (4) percent per annum compounded annually. All such request whether from an employee or his/her survivors shall be made, in writing, within sixty (60) days of death or termination.

Section 3

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

Section 4

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

Section 5

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

Section 6

This Pension Agreement shall be effective on **August 30, 2016** and shall remain in effect through **August 29, 2026**, and shall automatically be renewed for additional one year periods from year to year, unless written notice given by either party to the other party is served by certified mail of intent to commence negotiations for a Successor Pension Agreement, on or before one hundred and twenty (120) days prior to June 30 of any such year. This Pension Agreement shall remain in full force and be effective during such period of negotiations.

In Agreement:

For the City:




For the Board of Education:

Date: 10/21/16

For the Union:

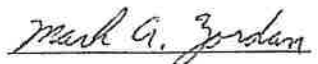
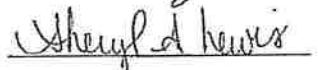
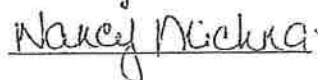






EXHIBIT S

Section 1

Establishment of Defined Contribution Plan

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

1. The Defined Contribution Plan is described as follows;

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

Section 2

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

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

(3) If such an employee either prior to or after reaching age 65, takes other employment which provides equivalent medical coverage, any of the medical coverage provided by the city of Torrington in paragraphs 1 and 2 above, shall cease during the term of that other employment or any other future employment. He/she shall immediately give notice of said equivalent medical coverage to the City's Comptroller's office. However, if written notification is given to the City, by certified mail, return receipt requested, that he/she is no longer employed or that the he/she no longer has equivalent medical coverage, the City shall have its insurance carrier resume the dropped coverage when eligibility exists, as soon as the insurance carrier is able to put the coverage into effect.

(4) Each person receiving coverage set forth in this Section 2 shall pay the same amounts of the cost associated with said medical coverage as active bargaining unit employees, until

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

(5) The City reserves the right to change Insurance Carriers provided that the levels of benefits and services are equal or better than current coverage. The City agrees that prior to making any such change it shall discuss the change with the Union.

(6) An employee hired prior to September 7, 2016 who receives benefits under the provisions of this Defined Contribution Plan and/or his/her spouse, both having reached sixty-five (65) years, the following benefits shall be continued until the death of both: Anthem Blue Cross/Blue Shield 65 High Option and Blue Shield 65 Plan 81, at no cost.

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

Section 3

This Defined Contribution Plan Agreement shall be effective on August 30, 2016 and shall remain in effect through August 29, 2026, and shall automatically be renewed for additional one year periods from year to year, unless written notice given by either party to the other party is served by certified mail of intent to commence negotiations for a successor Agreement, on or before one hundred and twenty (120) days prior to June 30 of any such year. This Agreement shall remain in full force and be effective during such period of negotiations.

In Agreement:

For the City:

Vicki Muschler
Tom Gidd

For the Union:

Mark A. Jordan
Sheryl Lewis
Nancy Dickson
Alan Regan

For the Board of Education:

Date: 10/21/16

AFSCME LOCAL 2212 ORIENTATION VERIFICATION FORM

I, _____, a new member of Local 2212 met with
_____, an officer of Local 2212 on
_____ to discuss membership and benefits of the Union as per the Collective
Bargaining Agreement Article 2, Section 2.8.

Signature of Employee

Date

Signature of Union Officer

Date

Exhibit T



Substitute Senate Bill No. 908

Public Act No. 21-25

***AN ACT CONCERNING ACCESS TO CERTAIN PUBLIC
EMPLOYEES BY THE EXCLUSIVE BARGAINING
REPRESENTATIVE OF A PUBLIC EMPLOYER BARGAINING UNIT.***

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective October 1, 2021*) (a) Except as otherwise provided in this section, a public employer shall provide an exclusive representative, in an editable digital file format, and, if possible, in a format agreed to by the exclusive representative, the following information if on file with the employer: Name, job title, department, work location, work telephone number and the home address of any newly hired employee. The public employer shall provide the exclusive representative such information, if possible, with real-time electronic transmission of new hire data but in no event later than ten days after such employee is hired or the first pay period of the month following the hiring of such employee, whichever is earlier. For purposes of this section, (1) "public employer" means (A) "employer", as defined in section 5-270 of the general statutes, (B) "municipal employer", as defined in section 7-467 of the general statutes, and (C) local and regional boards of education, (2) "public employee organization" means any lawful association, labor organization, federation or council having as a primary purpose the improvement of wages, hours and other conditions of employment among employees of public employers, and

Exhibit U

Substitute Senate Bill No. 908

(3) "exclusive representative" means the public employee organization certified or recognized in accordance with state law to be the exclusive bargaining representative of a public employer bargaining unit.

(b) (1) Each public employer shall provide the exclusive representative access to its new employee orientations. The public employer shall give the exclusive representative not less than ten days' written or electronic notice in advance of such an orientation, except a shorter notice may be provided in any instance where there is an urgent need critical to the public employer's operations that prevents the ten days' notice. The exclusive representative shall provide to the public employer, on or before January thirty-first of each year, the physical and electronic address to which such notice shall be sent annually. The structure, time and manner of such exclusive representative's access shall be determined through mutual agreement between the parties, subject to the provisions of this subsection.

(2) Upon request of the public employer or the exclusive representative, the parties shall negotiate regarding the structure, time and manner of access by the exclusive representative to a new employee orientation. Failure to reach agreement on such structure, time and manner of such access shall be subject to compulsory interest arbitration pursuant to this subsection.

(3) When negotiating access regarding a new employee orientation pursuant to subdivision (2) of this subsection, if a dispute has not been resolved within forty-five days after the first meeting of the parties or within sixty days after the initial request to negotiate was made, whichever is earlier, either party may make a demand for compulsory interest arbitration. If such a demand is made, the applicable arbitration procedure prescribed pursuant to the general statutes shall apply, except that the factors considered by the arbitrator shall be: (A) The ability of the exclusive representative to communicate with the public employees it represents, (B) the legal obligations of the exclusive

Substitute Senate Bill No. 908

representative to such public employees, (C) state, federal and local laws that are applicable to the employer and the employees, (D) stipulations of the parties, (E) the interests and welfare of the public and the financial condition and day-to-day operations of similarly situated public agencies, (F) the structure, time and manner of access of the exclusive representative to a new employee orientation for comparable public employers, including, but not limited to, access provisions in other memoranda of understanding or collective bargaining agreements containing such provisions, (G) the public employee organization's need to meaningfully communicate through cost-effective and efficient means with the public employees it represents, and (H) any other factors that are normally or traditionally taken into consideration in establishing the structure, time and manner of access of the exclusive representative to a new employee orientation.

(c) A public employer shall provide the exclusive representative access to the public employees that such exclusive representative represents. Such access includes, but shall not be limited to: (1) The right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances, workplace-related complaints and other workplace issues, (2) the right to conduct worksite meetings during meal periods and during other paid or unpaid breaks, and before and after the workday, on the employer's premises, and (3) the right to meet with newly hired employees within the bargaining unit, without charge to the pay or leave time of the employees, for not less than thirty minutes nor more than one hundred twenty minutes, within thirty calendar days after the date of hire, during new employee orientations, or if the public employer does not conduct new employee orientation, at individual or group meetings.

(d) In addition to any public employee organization's right to employee information pursuant to the laws of this state or any

Substitute Senate Bill No. 908

applicable collective bargaining agreement, beginning on January 1, 2022, every one hundred twenty calendar days, unless more frequent or more detailed lists are required by agreement between the parties, a public employer shall provide the exclusive representative, in an editable digital file format agreed to by the exclusive representative, the following information: Each bargaining unit employee's name, job title, worksite location, work telephone number, date of hire, work electronic mail address, home address and, if authorized by the employee via written authorization provided to the exclusive representative, the employee's home telephone number, personal cellular mobile telephone number and personal electronic mail address if on file with the public employer. Any written authorization required under this subsection may be revoked by the employee at any time and such authorization or revocation shall be provided to the exclusive representative at either the physical or electronic address provided by such representative pursuant to subdivision (1) of subsection (b) of this section.

(e) The exclusive representative shall have the right to use the electronic mail systems of public employers to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the public employee organization. The provisions of this subsection shall not limit the rights of a public employee organization to communicate with public employees.

(f) Consistent with the provisions of subsection (c) of this section, the exclusive representative shall have the right to use state and municipal government buildings and other facilities that are owned or leased by public employers to conduct meetings with bargaining unit members. An exclusive representative shall have the right to hold such meetings at a reasonable time and place, provided the meetings do not interfere

Substitute Senate Bill No. 908

with the public employer's operations. An exclusive representative shall have the right to conduct such meetings without undue interference and may place reasonable restrictions on the conduct of an individual attending such meetings.

(g) The requirements set forth in this section establish the minimum requirements for access to and communication with bargaining unit employees by the exclusive representative and shall not prevent a public employer from granting the exclusive representative greater access to or communication with public employees.

(h) Employees, including retired employees, of a public employer may authorize deductions to be made from their salaries, wages or retirement allowances for the payment of dues to, or for any other service, program or committee provided or sponsored by, any public employee organization.

(i) A public employer shall honor employee authorizations created or adopted by a public employee organization for the deductions described in subsection (h) of this section in any form that satisfies the requirements of sections 1-266 to 1-286, inclusive, of the general statutes, including, but not limited to, electronic and voice authorizations that meet the requirements of an electronic signature pursuant to said sections. The revocability of an authorization shall be determined by the terms of the authorization.

(j) Public employers that provide for the administration of payroll deductions authorized by employees for public employee organizations shall: (1) Rely on a certification from any public employee organization requesting a deduction or reduction that such organization has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. A public employee organization that certifies that it has and will maintain individual employee authorizations shall not be required to provide a copy of an

Substitute Senate Bill No. 908

individual authorization to the public employer unless a dispute arises about the existence or terms of the authorization. The public employee organization shall indemnify the public employer for any claims made by the employee for deductions made in reliance on that certification; and (2) direct employee requests to cancel or change deductions for public employee organizations to the employee organization, rather than to the public employer. The public employer shall rely on information provided by the public employee organization regarding whether deductions for the employee organization were properly canceled or changed, and the employee organization shall indemnify the public employer for any claims made by the employee for deductions made in reliance on such information. Deductions may be revoked only pursuant to the terms of an employee's written authorization.

(k) A public employee organization or public employer shall only be liable for any amounts improperly deducted pursuant to this section. No further damages or penalties shall be awarded by any public agency or court.

(l) Notwithstanding any other provision of this section, a public employer shall be liable to a public employee organization, without recourse to the employees, for the full amount of dues that such employer fails to remit to the public employee organization, provided the public employee organization has complied with the provisions of this section. The failure of an employer to comply with the provisions of this section shall be a violation of the duty to bargain and an unfair labor practice. The provisions of a collective bargaining agreement that contain the obligations set forth in this section may be enforced in accordance with the provisions of this section.

(m) If a dispute arises between the employee and the public employee organization regarding the existence, validity or revocation of a payroll deduction authorization, the dispute shall be resolved through a

Substitute Senate Bill No. 908

proceeding pursuant to sections 5-274, 7-471 and 10-153e of the general statutes, as applicable, to resolve a question of a prohibited practice.

(n) A public employer shall not deter or discourage public employees or applicants for public employee positions from becoming or remaining members of a public employee organization, or from authorizing representation by a public employee organization, or from authorizing dues or deductions to a public employee organization.

(o) It shall be a prohibited practice for a public employer to: (1) Encourage an employee to resign or decline to obtain membership in a public employee organization, (2) encourage an employee to revoke authorization for a payroll deduction of dues to a public employee organization, (3) knowingly aid any such effort by any other entity, or (4) permit use of the employer's electronic mail system by any entity to discourage membership in a public employee organization or discourage authorization of payroll deduction of dues to a public employee organization.

Approved June 4, 2021

