

AGREEMENT BETWEEN
THE TOWN OF BERLIN, CONNECTICUT

and

CALU LOCAL #911
(EMERGENCY DISPATCHERS)

JULY 1, 2017 - JUNE 30, 2020

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AGREEMENT

This Agreement is entered into by and between the Town of Berlin, Connecticut (hereinafter referred to as the "Town") and the Connecticut Association of Labor Unions, Local #911 (hereinafter referred to as the "Union").

Article 1

RECOGNITION

- 1.1 The Town recognizes the Union as the sole and exclusive representative and bargaining agent for all Emergency Dispatchers and any other classifications deemed appropriate to this bargaining unit by mutual agreement or decision of Board of Labor Relations, excluding supervisors, professional employees, or seasonal employees, and all others excluded by virtue of the provisions of the Connecticut Municipal Employees Relations Act.

Article 2

UNION MEMBERSHIP

- 2.1 All persons employed after the date of signing this Agreement must join the Union or pay a service fee to the Union within thirty (30) calendar days of their date of hire.
- 2.2 The Town agrees to deduct from the pay of all bargaining unit employees who authorize such deductions from their wages in writing such membership dues or service fees as may be fixed by the Union in accordance with Section 2.4 of this Article. Such deductions shall continue for the duration of the Agreement.
- 2.3 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reasons of, action taken by the Town for the purpose of complying with the provisions of this Article.
- 2.4 All employees in the collective bargaining unit who are not and who do not become and remain union members in good standing shall, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members.

Article 3

TOWN RIGHTS

- 3.1 Unless expressly and specifically limited, modified, abridged, or relinquished by specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulation with respect to members of the Town's Departments, shall

remain vested and exclusively in the Town of Berlin, including but not limited to the following:

- determine the standards of services to be offered by Town Departments;
- determine the standards of selection for Town employment;
- direct its employees;
- take disciplinary action;
- relieve its employees from duty because of lack of work or for other legitimate reasons;
- issue rules and regulations;
- maintain the efficiency of governmental operations;
- determine work schedules;
- determine the methods, means and personnel by which the Town's operations are to be conducted;
- determine the content of job classifications;
- exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

All of the above rights, responsibilities and prerogatives may not be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

Article 4

HOURS OF WORK AND OVERTIME

4.1 Each member will alternate weekly working five (5) days with two (2) days off, then work five (5) days with three (3) days off. Each workday shall consist of eight and one-half (8 1/2) hours. In any calendar week, a member may work between thirty-four (34) and forty-two and one-half (42-1/2) hours on a regular assigned basis and will receive forty (40) hours pay for the workweek.

4.2 The workday shall consist of the following shifts:

Day (1st) shift	6:45 a.m. to 3:15 p.m.
Evening (2nd) shift	2:45 p.m. to 11:15 p.m.
Night (3rd) shift	10:45 p.m. to 7:15 a.m.

A dispatcher working an eight and one-half (8 1/2) hour shift shall be allowed a thirty (30) minute paid meal period and a ten (10) minute total allowance for travel to and from work. Dispatchers shall be allowed a fifteen (15) minute coffee break for each four (4) hour work period. Only one dispatcher shall be permitted to take a meal period or coffee break at any given time.

- 4.3 When an employee is called to return to duty from home or other off duty locations and the hours of such duty are not contiguous with the terminal hours of a regular shift or tour of duty, he shall be guaranteed a minimum of four (4) hours pay in the event that his services are not required for such a period or the prescribed rate of pay times the number of hours worked, whichever is greater. An employee may be called in early to duty. The employee will be paid from time of the call if they report to duty within thirty (30) minutes of the initial call, otherwise they will be paid for the time upon arrival.
- 4.4 Employees shall be scheduled to work either (A) four (4) months on the Night (3rd) shift or (B) a one (1) month day/one (1) month evening rotation. Assignments to these shifts shall be bid by seniority every four (4) months. There shall be no involuntary rotation of an employee's shift. Employees may exchange shifts to permit attendance at training sessions and similar function or for personal reasons when feasible within requirements of the Town and with approval of the Deputy Chief or his/her designee.
- 4.5 Shift Swaps:
- A. All exchanges must be requested in advance in writing and be approved by the Chief or his/her designee.
 - B. Once a swap has been approved, the responsibility for the shift rests with the employee now scheduled to work. If the employee becomes ill and cannot work, he/she shall be charged with the sick time deduction and the shift will be processed as any other open shift. Any and all types of approved time off will be deducted from the employee taking responsibility for the shift.
 - C. Exchange of shifts and days off shall be permitted within the requirements of the Berlin Police Department, provided that such exchanges do not create overtime and are within the same work week.
- 4.6 Employees shall be paid overtime for all hours worked in excess of the work day and/or work week specified above. There shall be a four (4) hour minimum for all call-ins, payable at the overtime rate. The overtime rate shall be time and one-half the employee's regular hourly rate. Dispatchers will have first choice in filling scheduled overtime.
- 4.7 All overtime will be distributed in accordance with the following procedure:

All union members will be listed on a single sign-up sheet in descending order of seniority. All overtime will be made from this list. Members will indicate their desire to work these assignments by entering the following designations in the seven blocks headed "Sunday" through "Saturday" following their respective names:

Overtime Availability

- A- first half of dayshift
- B- second half of dayshift
- C- first half of evening shift
- D- second half of evening shift
- E- first half of night (3rd shift)
- F- second half of night (3rd shift)

Each week, dispatchers will move up one slot on the assignment list in order to distribute the available overtime hours as fairly as possible.

The Scheduling Officer will assign the first job of the week to the highest-listed Dispatcher eligible to work that particular job, provided that the Dispatcher has marked the sign-up list indicating his or her desire to work that particular job in that particular time slot. Each subsequent job will be assigned in the same manner. No member will be assigned a particular job if another member is signed up for the same job and has a fewer number of assigned jobs for that week.

The sign-up list will be posted each Wednesday at noon. The completed sign-up list for the upcoming week will be taken down at the same time and the assignments will be made and posted by the Scheduling Officer within twenty-four hours.

If a member decides not to work an assignment given to him or her, and is unable to trade the assignment, the member shall make an effort to give the assignment to the next member on the sign-up list who is eligible and willing to work the assignment. In the event that a member is unable to find another dispatcher to work the assignment, they are responsible for working it.

- 4.8 If overtime is not filled by this method, then the mandatory overtime agreement shall be in effect and Dispatchers shall be ordered in for the available overtime, as follows:

If none of the Dispatchers who signed up for the particular time slot are willing to work the assignment, the Scheduling Officer will reference the Mandatory Overtime Record and order-in the Dispatcher with the least number of previous order-ins. If that Dispatcher cannot be contacted, the Scheduling Officer will contact the next Dispatcher on the list and so on until the assignment is filled.

At his/her convenience, the Scheduling Officer may attempt to contact Dispatchers who have not indicated a desire to work the particular slot and offer it to them. In addition, a Dispatcher ordered-in under the mandatory system may attempt to get another Dispatcher to work the assignment. If successful, the credit for the order-in would then be expunged from the Mandatory Overtime Record. Order in hours shall be reset to zero each January 1st.

- 4.9 Employees may accrue compensatory time off in lieu of paid overtime as outlined under FLSA regulations limited to a maximum of forty-eight (48) hours accrual and use during

a fiscal year, taken in minimum increments of four (4) hours, so long as exercise of such compensatory time off does not cause overtime. Dispatchers shall not work more than seventeen (17) hours in any twenty-four (24) hour period.

Article 5

PROBATIONARY PERIOD

- 5.1 Each dispatcher shall serve a one (1) year probation period commencing upon the completion of the CTO training program. During such period, the employee/dispatchers may be discharged by the Town without recourse of the grievance and arbitration provisions of this Agreement by either the Union or the employee.

Article 6

SENIORITY

- 6.1 In the event of a layoff, the employees least senior in service shall be laid off first within each classification (Dispatcher or Administrative Dispatcher) In the event of recall from layoff, employees shall be called back by department on the basis of seniority, starting with the most senior employee.
- 6.2 The Town agrees to furnish the Union with a seniority list showing the employees' length of service upon request.
- 6.3 Laid off full time employees with the most seniority shall be rehired first, then part-time, provided they can perform the work available and no new employees shall be hired until all laid off employees have been given an opportunity to return to work, provided they can perform work available.

Article 7

PROMOTIONS

- 7.1 All vacancies and new positions in the bargaining unit shall be posted on the Union bulletin board. Employees shall be allowed seven (7) full working days from the date of posting to apply for and be considered for such vacancy or new position. The Chief of Police shall refrain from recruiting outside applicants during this period, but may advertise after the seven (7) day period has concluded.
- 7.2 If, in the sole discretion of the Chief of Police, there are two (2) employees having equal qualifications, the most senior employee shall be advanced. The Chief of Police shall be the sole judge of the qualification of employee to perform the required work. Nothing herein contained shall guarantee that vacancies and new positions will be filled from within the bargaining unit.

ARTICLE 8

LONGEVITY

8.1 Employees hired on or before July 1, 2017, shall in addition to their regular pay, receive longevity pay in accordance with the following schedule effective upon execution of this agreement:

After five (5) years	\$600
After ten (10) years	\$800
After fifteen (15) years	\$1,050
After twenty (20) years	\$1,200

8.2 Upon becoming eligible for longevity pay, such pay shall be prorated from the employee's anniversary date to the start of the next fiscal year (July 1st). Thereafter, employees shall receive longevity pay in two payments on the payday following December 1 and June 1. Longevity shall be paid only as earned and not in advance. Longevity pay shall be prorated for part-time employees.

Article 9

INSURANCE

9.1 Employees working at least thirty (30) hours per week, and their dependents are eligible to participate in the insurance benefit plan agreed to by the Town and the Union in the coalition agreement attached hereto as Appendix B, unless modified through agreement by the Town and the Union through the coalition medical group. Any such changes shall be by way of a signed written agreement and appended hereto as Revised Appendix B.

9.2 Disability Insurance providing income of 66 2/3% of base weekly wage per week (to a maximum of \$600.00) in the event of disability with a thirteen (13) week maximum.

9.3 Group Life Insurance for each employee in an amount equal to her annual base wage rounded up to the nearest \$1,000, with a minimum of \$10,000 and a maximum of \$100,000.

9.4 Accidental Death and Dismemberment Insurance equal to the Life insurance amount.

9.5 Additional Accidental Death and Dismemberment Insurance in the amount of One Hundred Thousand (\$100,000.00) Dollars.

9.6 Any bargaining unit member who shall suffer personal injury in the course of employment with the Town, and who shall be eligible for weekly payments under the Workers' Compensation Act, shall be paid by the Town the monetary difference between the employee's net weekly straight time wages and benefits payable under the Act for a period of six (6) months. Absence during such injury shall not be charged to an

employee's earned time (vacation, sick leave, etc.).

- 9.7 The Town will continue to provide the benefits enumerated in this Article with respect to health care benefits to all retired employees and their eligible dependents until Medicare eligibility. The full cost of such continuance shall be paid by the retiree. Medicare eligible retirees may purchase the Town's supplemental insurance at group rates through the Town, if available.
- 9.8 Employees shall be granted all benefits provided herein with such benefits prorated, based on the employee's work week against forty (40).
- 9.9 The Town reserves the right to change insurance carriers as long as benefits and coverages remain substantially equivalent to those enumerated in this Agreement, when considered as a whole. If the Town does change carriers, it shall notify the Union thirty (30) days in advance of such change.

Article 10

PENSIONS

- 10.1 The terms of the Coalition Bargaining Agreement dated January 8, 2015 and attached hereto as Appendix C shall be followed with respect to the Defined Contribution Plan.

Article 11

HOLIDAYS

- 11.1 Employees shall receive eight (8) hours holiday pay for each of the following holidays not worked (excluding workers compensation leave):

New Years' Day	January 1
Martin Luther King Day	State Observed Holiday
President's Day	State Observed Holiday
Good Friday	State Observed Holiday
Memorial Day	State Observed Holiday
Independence Day	July 4
Labor Day	State Observed Holiday
Columbus Day	State Observed Holiday
Veteran's Day	November 11
Thanksgiving Day	State Observed Holiday
Christmas Day	December 25

- 11.2 Employees shall have the option to receive a day off (excluding workers' compensation leave) at some other mutually agreed time in lieu of holiday pay, provided it does not create an overtime situation. Holidays do not accrue beyond the current fiscal year.
- 11.3 A dispatcher working on a holiday shall receive double time (2x) for all hours worked on a holiday plus holiday pay as specified above provided the dispatcher works the day

before the holiday and the day after the holiday unless one of these days is a scheduled day off. If a holiday occurs while an employee is on vacation leave, the holiday will be considered as a paid holiday and not a vacation day.

- 11.4 Dispatchers will receive two (2) floating holidays as approved by the department head between July 1st and June 30th - no accrual from year to year. Floating holidays may be taken in four (4) hour increments provided it does not create a mandatory overtime.

Article 12

PERSONAL LEAVE

- 12.1 Request for personal days shall be made upon the appropriate form and shall be in increments of four (4) hours. No such time off shall be permitted, if an overtime situation is created, without special permission of the Chief of Police. During any fiscal year, if an employee's request for personal time creates an overtime situation, the Town will attempt to fill up to three (3) days, twenty-four (24) hours of personal time through the use of the overtime system, the request shall not be denied. Employees shall note on their requests if they desire to exercise this option. Employees shall be eligible for four (4) paid personal days. Personal days shall not be carried over from fiscal year to fiscal year.

Article 13

VACATION

- 13.1 Regular full time employees shall receive vacation pay at forty (40) hours times their straight time hourly rate at their normal weekly salary, exclusive of overtime for each week in accordance with the following schedule:

<u>Length of Employment</u>	<u>Vacation</u>
One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Twenty (20) years	Five (5) weeks

Vacation time shall be earned month by month on a pro rate basis and credited on an annual basis each July 1st as is current practice.

- 13.2 Vacations between June 1 and September 15 shall be for no more than two (2) weeks. One employee per shift shall be authorized to take vacation time off. Denial of vacation time may only be made if there is no replacement available or in the case of an emergency. An employee may take any additional vacation to which he is entitled as scheduled with the approval of the Chief. No vacation may be accumulated from year to year.
- 13.3 Requests for vacation must be submitted in writing to the Chief by March 1 of each year if the vacation is desired between June 1 and September 15th. In return, a reply from the office of the Chief shall be returned to the person submitting said request by April 1st

approving or denying the request. If, due to operational requirements, the Town/Police administration denies vacations, a reason must be presented in writing.

- 13.4. When necessary, preference as to time of taking vacation shall be given to employees of greater seniority. Vacation may be taking in four (4) hour increments.
- 13.5. No vacation time will be accumulated and carried from one fiscal year to another. During any fiscal year, an employee may request to receive pay in lieu of vacation for any vacation the employee is entitled to in excess of ten (10) vacation days.
- 13.6. Upon termination of employment with the Town in good standing the employee shall be paid all accumulated and unused vacation time, and such payment shall be paid to the employee (or if deceased to the employee's estate or beneficiary). In no event shall such payment exceed three (3) weeks of pay.

Article 14

SICK LEAVE

- 14.1 The parties hereby agree that sick leave shall be allowed in the event of actual illness or injury of an employee, employee's spouse or child, or other dependent domiciled with the employee, and shall not be considered as a privilege which an employee may use at her discretion. Sick leave shall be allowed for lost time for medical, optical or dental appointments during working hours as approved by the Supervisor. Sick leave shall be used in increments of at least one hour.
- 14.2 For any absence for which sick leave is claimed, notice must be given on scheduled work day to the Supervisor within two (2) hours before starting time. The Town may require evidence of eligibility for sick leave when an employee has been absent for three (3) consecutive days or more or when there is reason to suspect abuse of sick leave, in the form of a physician's certificate. Such certificate shall state the nature of the illness or injury and the expected duration. Sick leave can be taken in one (1) hour increments if it doesn't create overtime and four (4) hour increments if it does create overtime.
- 14.3 Regular full time employees shall earn sick leave credits at the rate of one and one quarter (1-1/4) normal work day per month, up to a maximum of fifteen (15) sick leave days per fiscal year. Sick leave may be cumulative to one hundred fifty (150) days.

Article 15

WORKERS' COMPENSATION LEAVE

- 15.1 In the event an employee is absent due to injury suffered in the course of his employment, he shall receive from the Town of Berlin a weekly amount equal to that to which he would be entitled under the Workers' Compensation Act until such time as he begins receiving payments directly from the Workers' Compensation insurance carrier; and, at that time, all sums advanced by the Town under the provisions of this paragraph shall be returned by the employee to the Town of Berlin.

- 15.2 The Town shall not withhold Federal taxes or apply any deductions against that portion of the weekly advance payment made under the provisions that represent an amount equal to Workers' Compensation payments.
- 15.3 The Town reserves the right to require the employee to submit to an independent medical examination by a doctor of the Town's choice and at the Town's expense.

Article 16

MILITARY LEAVE

- 16.1 A dispatcher who is in the reserves and has to report for duty one (1) or two (2) days a month, may change his or her scheduled days off, within the same work week, to accommodate their military schedule provided an overtime situation is not created. Workweek consists of seven (7) days Sunday through Saturday.

Article 17

JURY DUTY

- 17.1 Paid Leave for jury duty shall be granted upon presentation of summons for such duty. Payment for jury duty, excluding meal and travel allowance, shall be reimbursed to the Town.

Article 18

BEREAVEMENT LEAVE

- 18.1 Special leave of absence of up to a maximum of five (5) consecutive working days with pay shall be granted to an employee in the event of death of the employee's: Spouse, Sister or half-sister. Child or Step-child, Brother or half-brother, Parent.
- 18.2 Special leave of absence of up to a maximum of three (3) consecutive working days with pay shall be granted to an employee in the event of death of the employee's: Mother-in-law, Father-in-law, Step-parent, Step-brother, Step-sister, Grandchild, Grandparent, Other relative domiciled in employee's household.
- 18.3 Special leave of absence two (2) working days with pay shall be granted an employee for the purpose of funeral attendance in the event of death of the employee's: Niece, Nephew, Sister-in-law, Brother-in-law, Aunt, Uncle, including Aunt and Uncle by marriage, Daughter-in-law, Son-in-law, if the decedent's funeral is out of state; otherwise such leave shall be one (1) day.

- 18.4 The Town may require proof of death before granting special leave under Paragraphs 18.1, 18.2 and 18.3 above.

Article 19

DISCHARGE & DISCIPLINE

- 19.1 No employee shall be discharged, demoted or otherwise disciplined without good and sufficient cause.
- 19.2 Discipline shall normally proceed in the following order:
- (a) Verbal warning
 - (b) Written warning
 - (c) Suspension without pay
 - (d) Discharge
- 19.3 The parties recognize and agree that certain infractions of a serious nature require immediate serious disciplinary action without recourse to progressive discipline. If an infraction is repeated, and if the sequence set forth above is followed, the next step in the sequence shall be invoked unless more than two (2) years have elapsed since the infraction was previously committed and no disciplinary action has been taken against the employee in the interim.

Article 20

GRIEVANCE AND ARBITRATION

- 20.1 Should any dispute arise with the Town by the Union and/or an employee over the interpretation or application of any specific provision of this Agreement, it shall be settled in the manner detailed below. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances, which may from time to time arise affecting the welfare or working conditions of employees.
- 20.2 The grievance procedure for Police Dispatcher shall be as follows:
- STEP ONE: The aggrieved employee shall present the grievance in writing to the Deputy Chief not later than fourteen (14) calendar days after the occurrence of the incident giving rise to the grievances. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. The grievance shall be orally discussed by the supervisor, the employee, and/or the steward and/or the president who shall attempt to settle it within seven (7) calendar days.
- STEP TWO: If they are unable to do so, the grievance may be submitted to the Chief of Police within fourteen (14) calendar days thereafter. If submitted, the grievance shall be discussed with the employee or representative of the Union and the Chief of Police who shall attempt to settle it within seven (7) calendar days. If they are unable to do so, the

grievance may be submitted within fourteen (14) calendar days thereafter by the Union to the Board of Police Commissioners to be heard at their next scheduled meeting.

STEP THREE: If submitted, the grievance may be discussed by the employee or local union representative and CALU representative of the Union with the Board of Police Commissioners or unless the grievance relates to a financial matter (not including disciplinary actions) at which time it shall be submitted to the Town Manager. The Board's answer to the grievance shall be in writing. In the event they are unable to settle the grievance within fourteen (14) calendar days, it may be submitted by the Union for arbitration as provided below.

- 20.3 In the event the parties are unable to settle the grievance as outlined above, it may be submitted by the Union to mediation and/or arbitration under the State Mediation and Arbitration Service. The request for mediation and/or arbitration must be in writing and be filed with the State Board of Mediation and Arbitration not later than thirty (30) days after the written answer of the Town's designated representative in Step Three is given to the Union.
- 20.4 Any grievance not submitted to a higher step in the grievance procedure within the time limits provided above shall be deemed settled on the basis of the decision of the Town in the last step in which the grievance was discussed and shall not be subject to further processing.
- 20.5 The arbitrator's award shall be final and binding as provided by law, but he shall not have power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement

Article 21

UNION BUSINESS

- 21.1 The Town shall allow time off without loss of pay or benefits up to a total of seventeen (17) hours per calendar year for officers for Union business. The Union shall notify the Chief's office in writing of time and locations of such events, five (5) days in advance and not more than one (1) dispatcher per Town Department shall be off at any one time. Such leave may be taken in one hour increments.
- 21.2 No more than two (2) members of the Union shall be allowed work release time, with pay, for the purpose of contract negotiations. Meetings shall be scheduled alternately on town time and personal time.
- 21.3 The Union President or Steward shall be allowed to leave her work station for the purpose of investigating matters relative to the terms and conditions of this Agreement, provided, however, that such work release time is subject to approval of the Police Chief. Requests for work release time for the purpose stated herein shall not be unreasonably denied.

- 21.4 Members whose attendance is required shall suffer no loss of pay or benefits for time spent attending meetings with the Town, or hearings scheduled by the State Board of Labor Relations, or Board of Mediation and Arbitration.

Article 22

MISCELLANEOUS PROVISIONS

- 22.1 The Town agrees to provide the Union with a bulletin board located in the dispatch office for the posting of notices pertaining to Union affairs. The Union may utilize the interoffice mail system for distribution of Union mail with the permission of the Chief, which shall not be unreasonably denied.
- 22.2 The Town shall provide written notice within ten (10) days to the Union President of all personnel changes, including terminations, new hires, transfers, promotions and leaves
- 22.3 If an employee's own car is used, travel reimbursement will be at the prevailing IRS mileage rate, in compliance with the Town's reimbursement policy.
- 22.4 The Town will provide each employee in the bargaining unit an electronic copy of this Agreement within thirty (30) days after the date of execution of same and new employees shall receive a copy of this Agreement at the time of hire.

Article 23

CLOTHING ALLOWANCE

- 23.1 Upon successful completion of the CTO program, dispatchers shall be eligible for up to \$300 per fiscal year for uniform reimbursement upon submission of receipt.
- 23.2 The uniform allowance will be prorated for those employees who are less than full-time equivalent.
- 23.3 Employees must submit receipts for purchases prior to payment or use the purchase orders at approved vendors for the annual uniform allowance.
- 23.4 All employees receiving a uniform allowance shall adhere to the Department's established Dress code.

Article 24

TUITION AND EDUCATION REIMBURSEMENT

- 24.1 The Town agrees to provide bargaining unit members with financial reimbursement for job and/or career related training or education within the following parameters:
- A. Prior approval for the course, training program or seminar must be requested by the bargaining unit member through the Chief of Police.
 - B. Such education or training must be directly related to member's current job, or a

specific future promotional opportunity that may occur within the Town. Promotional opportunities need not be limited to bargaining unit positions, but must be related to positions currently existing with the Town or those the Town clearly intends to establish.

- C. There shall be a \$2,000 limit for the unit pro-rated per year based on the number of participants each year for tuition or cost of courses. Books, fees, transportation and miscellaneous expenses are excluded.
- D. In order to receive reimbursement, the member must present to the Town Manager:
 - 1) Evidence of tuition payment in full.
 - 2) Evidence of satisfactory completion of the course, with a grade of "B" or a pass in instances where a course is offered on a pass/fail basis.
- E. All such education and/or training must occur during non-duty hours unless approval is received in advance by the Chief of Police.
- F. Information regarding minimum educational requirements for existing Town positions and possible future Town positions will be made available to any member by appointment with the Town Manager. Such information shall be used by the Town Manager and bargaining unit members to determine the feasibility of any intended tuition reimbursement request.

Article 25

COMPENSATION STEP SCHEDULE

- 25.1 In the event a new employee is a U.S. certified Telecommunicator, he/she shall be placed on the wage scale in accordance with the following:
 - Less than 10 years experience: Step 1
 - 10 or more years experience: Step 2
- 25.2 Training differential for CTO dispatcher: +\$1.75 per hour during training as reflected in Appendix A.
- 25.3 Pay shall be processed Bi-weekly. Errors in payroll shall be adjusted as soon as practicable, but no later than the next pay period.

Article 26

COMPENSATION STEP SCHEDULE ADVANCEMENT

- 26.1 All Employees shall advance to their applicable step annually on July 1st reaching Step 4. Employees shall be advanced to the 6th year, 8th year, and 10th year steps as

APPENDIX A

2017-18	Entry	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	<i>Incr</i> 2.25%
	Civilian Dispatcher	24.90	25.46	25.99	26.61	27.12	27.85	27.85	28.56	28.56	29.28	
	Civilian dispatcher Trainer	26.65	27.21	27.74	28.36	28.87	29.60	29.60	30.31	30.31	31.03	
	Civilian dispatcher Trainee	23.15	23.71	24.24	24.86	25.37	26.10	26.10	26.81	26.81	27.53	
	Administrative Dispatcher*	26.15	26.73	27.29	27.94	28.48	29.24	29.24	29.99	29.99	30.74	
2018-19	Entry	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	<i>Incr</i> 2.25%
	Civilian Dispatcher	25.46	26.03	26.57	27.21	27.73	28.48	28.48	29.20	29.20	29.94	
	Civilian dispatcher Trainer	27.21	27.78	28.32	28.96	29.48	30.23	30.23	30.95	30.95	31.69	
	Civilian dispatcher Trainee	23.71	24.28	24.82	25.46	25.98	26.73	26.73	27.45	27.45	28.19	
	Administrative Dispatcher*	28.77	29.40	30.02	30.73	31.33	32.16	32.16	32.99	32.99	33.81	
2019-20	Entry	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	<i>Incr</i> 2.25%
	Civilian Dispatcher	26.03	26.62	27.17	27.82	28.35	29.12	29.12	29.86	29.86	30.61	
	Civilian dispatcher Trainer	27.78	28.37	28.92	29.57	30.10	30.87	30.87	31.61	31.61	32.36	
	Civilian dispatcher Trainee	24.28	24.87	25.42	26.07	26.60	27.37	27.37	28.11	28.11	28.86	
	Administrative Dispatcher*	29.42	30.06	30.70	31.42	32.03	32.88	32.88	33.73	33.73	34.57	

*Shall receive additional compensation provided for in section 25.2 when Training New Dispatchers

APPENDIX B

COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of February, 2017, by and between the Town of Berlin (the "Town") and the following bargaining units (collectively the "Unions"): Berlin Blue Collar Employees (UE Local 222, CILU/CIPU, CILU #52); Berlin White Collar Employees (UE Local 222, CILU/CIPU, CILU #28); Home Care and School Health Care Workers of Berlin Unit #20 (Connecticut Health Care Associates National Union of Hospital and Health Care Employees, AFSCME); Berlin Middle Management Association; and Berlin Police Union (Fraternal Order of Police Lodge 56).

WHEREAS, the Town and the Unions wish to have a single health benefit plan for all Town employees;

WHEREAS, the parties wish to enter into a Medical Insurance Coalition Agreement (hereinafter "MICA") in an effort to control rising insurance costs;

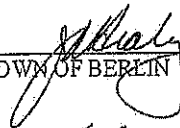
WHEREAS, a description of the 2017-2021 MICA insurance plan is attached hereto as Exhibit A; and

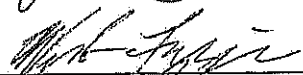
WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:

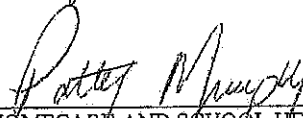
1. The updated MICA agreement effective July 1, 2017 shall replace the existing coalition health insurance provisions from the 2014-2017 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2017.
2. MICA shall remain in effect from the date of the execution of this agreement until July 1, 2021.
3. If by June 30, 2021, no party seeks a change in the insurance plan that is in effect at the time of the execution of this agreement, the Town and a representative of each of the unions named above shall negotiate to develop a successor insurance plan.

IN WITNESS WHEREOF, the undersigned have executed this agreement this 8 of February 2017.


TOWN OF BERLIN


BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52


BERLIN WHITE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #28


HOMECARE AND SCHOOL HEALTH CARE WORKERS OF BERLIN
UNIT #20, CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL
UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME


BERLIN MIDDLE MANAGEMENT ASSOCIATION


THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2017 - June 30, 2021

OPTION 1: Century Preferred PPO:

NO CHANGE IN CURRENT PLAN DESIGN

In-Network: Hospital Co-pay Outpatient Surgery Co-pay Emergency Room Co-pay Urgent Care Office Co-pay (Prev/Sick/Specialist) Maximum Out-of-Network: Deductible (Ee/Ee+Sp/Family) 80% Coins to OOP Lifetime Maximum Dependent Child Age	Employee Cost \$100 Co-pay \$100 Co-pay \$100 Co-pay \$25 Co-pay \$0 / \$20 / \$20 Co-pay unlimited \$200 / \$400 / \$500 Deductible \$1000 / \$2000 / \$2500 OOP \$1,000,000 To age 26
Prescription Drug: Retail Co-pay Mail Order Co-pay Maximum Formulary	Managed Drug Plan \$10 / \$25 / \$40 Co-pay \$20 / \$50 / \$80 for 90 days No annual maximum 3 Tier Formulary Plan

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

Vision:	Blue View Vision Plan BVMO
Dental: Rider A, B, C & D Dependent Child Coverage	Full Yes To age 26

EMPLOYEE PREMIUM COST SHARES

Century Preferred PPO

Plan Year 2017-2018	20% Employee Cost Share 80% Employer Cost Share
Plan Year 2018-2019	23% Employee Cost Share 77% Employer Cost Share
Plan Year 2019-2020	25% Employee Cost Share 75% Employer Cost Share
Plan Year 2020-2021	27% Employee Cost Share 73% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2017 - June 30, 2021

OPTION 2: High Deductible Plan & HSA:

\$2,000/\$4,000 High Deductible plan with HSA.
 All Well Visits provided at no cost to the participant without impact on deductible.
 Managed Rx with co-pays after deductible is met.

Health Savings Account Funding:

Plan Year 2017-2018	Town Funds 100% of Deductible 50% in July 2017 50% in December 2017
<i>During the initial year, if an employee has a medical situation that incurs an expense beyond the balance of their deductible prior to January 1, 2018, the Town will fund the remaining portion of the deductible early to accommodate the employee's need to pay the expense.</i>	
Plan Year 2018-2019	Town Funds 50% of Deductible on July 1st
Plan Year 2019-2020	Town Funds 50% of Deductible on July 1st
Plan Year 2020-2021	Town Funds 50% of Deductible on July 1st

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

Vision:	Blue View Vision Plan BVMO
Dental: Rider A, B, C & D Dependent Child Coverage	Full Yes To age 26

EMPLOYEE PREMIUM COST SHARES

High Deductible with H.S.A.	
Plan Year 2017-2018	16% Employee Cost Share 84% Employer Cost Share
Plan Year 2018-2019	16% Employee Cost Share 84% Employer Cost Share
Plan Year 2019-2020	17% Employee Cost Share 83% Employer Cost Share
Plan Year 2020-2021	17% Employee Cost Share 83% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2017 - June 30, 2021

WELLNESS INCENTIVE

The Town will continue to offer a Wellness Incentive that provides a monetary incentive to employees who participate in the program. In order to be eligible, employees and their participating dependents must have completed all of their age appropriate screenings and have their physician certify completion of those screenings.

Plan Year 2017-2018	\$100 Single Option \$200 Employee plus One Option \$300 Family Option
Plan Year 2018-2019	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2019-2020	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2020-2021	\$200 Single Option \$300 Employee plus One Option \$500 Family Option

Employees participating in the High Deductible H.S.A. plan can elect to have their wellness incentive benefit deposited directly into their Health Savings Account

INSURANCE WAIVER BENEFIT

Upon presentation of documentation that an employee is covered under a health insurance policy existing elsewhere, an employee may elect to waive, in writing, all health and dental insurance coverage. In lieu of such health insurance and dental coverage, such employee may receive on an annual basis the following amounts (paid quarterly):

Individual Coverage: \$500, Employee Plus One: \$1,800, Family: \$2,500

** Employees who elect to waive coverage and receive the In Lieu of Premium will not be eligible to enroll in benefits (or the Wellness Incentive) until open enrollment unless he/she has a qualifying event as defined in the federal regulations and which allows for changes midyear. At which point, the Waiver would discontinue.*

If in any year of this agreement, the insurance premium increases more than 10%, the Coalition Agreement may be opened to re-evaluate premium cost shares.

APPENDIX C

COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of January, 2015, by and between the Town of Berlin (the "Town") and the following bargaining units (collectively the "Unions"): Berlin Blue Collar Employees (UB Local 222, CILU/CIPU, CILU #52); Berlin White Collar Employees (UB Local 222, CILU/CIPU, CILU #28); Home Care and School Health Care Workers of Berlin Unit #20 (Connecticut Health Care Associates National Union of Hospital and Health Care Employees, AFSCME); and Berlin Middle Management Association.

WHEREAS, the Town and the Unions wish to have a single defined contribution plan for all Town employees;

WHEREAS, the parties wish to enter into a Defined Contribution Retirement Plan Coalition Agreement (hereinafter "DCRP-CA") in an effort to reduce the financial impact of employee retirement plan costs while providing consistency in plan design for all bargaining units;

WHEREAS, a description of the 2015 - 2025 DCRP-CA plan is attached hereto as Exhibit A; and

WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:

1. DCRP-CA shall replace all individual defined contribution provisions contained in the collective bargaining agreements of the respective unions, and shall be available to those members of the Unions who are eligible Employees as of January 1, 2015.
2. DCRP-CA shall remain in effect from the date of the execution of this agreement until January 1, 2025.
3. If by January 1, 2025, no party seeks a change in the defined contribution retirement plan that is in effect at the time of the execution of this agreement, the Town and a representative of each of the unions named above shall negotiate to develop a successor Defined Contribution Retirement Plan.

IN WITNESS WHEREOF, the undersigned have executed this agreement this 8th of January 2015.

Denise M. McNair
TOWN MANAGER

Walter [Signature]
BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52

[Signature]
BERLIN WHITE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #28

Patty Murphy
HOMECARE AND SCHOOL HEALTH CARE WORKERS OF BERLIN
UNIT #20, CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL
UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME

[Signature]
BERLIN MIDDLE MANAGEMENT ASSOCIATION

EXHIBIT A

The Town of Berlin Defined Contribution Plan is available to Eligible Participants who are members of the DCRP-CA, as follows:

Eligibility Date

- 1) Employees hired prior to January 1, 2015 will be eligible to participate in the plan upon their date of hire.
- 2) Employees hired on or after January 1, 2015 will be eligible to participate following the completion of one full year of service.

Employee Contributions

- 1) Employees hired prior to January 1, 2015 will be eligible to contribute between one (1%) and five (5%) percent of their base wages into the plan.
- 2) Employees hired on or after January 1, 2015 will be eligible to contribute between one (1%) and six (6%) percent of their base wages into the plan.

Employer Matching Contribution

- 1) Employees hired prior to January 1, 2015 will be eligible for a 200% employer match of their contributions to the plan.
- 2) Employees hired on or after January 1, 2015 will be eligible for a 100% employer match of their contributions to the plan.

Duration

The employee and employer contributions defined above will not be eligible for negotiations until the successor agreements following January 1, 2025.

The plan document will be amended to mirror the above noted changes.

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2018 JUL 17 PM 3:42

Kathryn Wall

BERLIN, CT.