

**AGREEMENT
BETWEEN**

The Town of Berlin, Connecticut

AND

**IUOE Local 30, International Union of
Operating Engineers, Local 30**

July 1, 2024 – June 30, 2027

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**AGREEMENT BETWEEN
THE TOWN OF BERLIN
AND**

IUOE, LOCAL 30

The Agreement is entered into by and between the Town of Berlin, Connecticut (hereinafter referred to as the "Town") and IUOE, Local 30 (hereinafter referred to as the "Union").

As used herein, "Town" refers to the Town of Berlin and its agencies and departments, including the Highway Department, Public Grounds and Golf Course Department, Water and Sewer Department, Facilities and Municipal Garage, Animal Control Officers, and Recycling Department. "Employee" as used herein, refers to a member of the bargaining unit defined under Article I of this Agreement.

Now, therefore, in consideration of the mutual obligations contained herein, the parties agree as follows:

**ARTICLE 1
RECOGNITION**

The Town recognizes the Union in accordance with the State of Connecticut decision and certification in Case No. ME-35.235 decision No. 5312 as the sole and exclusive representative and bargaining agent for all blue collar employees working twenty (20) or more hours per week employed by the Town of Berlin in the Water and Sewer Department, the Highway Department, Building Maintenance Department, Public Grounds and Golf Course Department and Municipal Garage, Animal Control Officers, Community Services Division, and in the Recycling Department, excluding supervisors, professional employees, clerical employees, seasonal employees including Golf seasonal employees, and all other employees excluded by virtue of the provisions of the Connecticut State Municipal Employees Relations Act.

**ARTICLE 2
UNION MEMBERSHIP**

- Section 2.1 All persons employed after the date of signing this Agreement may join the Union upon date of hire.
- Section 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 as may be fixed by the Union in accordance with Section 2.4 of this Article.
- Section 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.

Section 2.4 The deductions shall be made on a biweekly basis and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made as soon as practicable after the first of each month.

ARTICLE 3

TOWN RIGHTS

Section 3.0 Unless expressly and specifically limited, modified, abridged, or relinquished by a 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 of Town employment;
- Direct its employees, including the right to transfer;
- Take disciplinary action;
- Relieve its employees from duty because of lack of work or for other legitimate reasons;
- Issues 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; and
- Exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

Section 3.1 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

Section 4.0 (1) The regular first shift work week shall consist of forty (40) hours made up of five (5) days of eight (8) hours each, Monday through Friday, 5:00 a.m. to 5:30 p.m. (as required) provided nothing herein shall be construed as a limitation upon or a guarantee of the number of hours of work in any one day or the days of work in any one week. The work week and pay period

will start at 0001 hours Sunday morning through Saturday. Custodians have separate work schedules.

- A. All employees who work an approved flexible schedule of forty (40) hours per week (in 4 ten-hour days; 3 twelve-hour days; etc.) shall not receive overtime until the completion of 40 hours.
- (2) The regular second shift work week for custodians shall consist of forty (40) hours made up of five (5) days of eight (8) hours each Monday through Thursday between the hours of 1:00pm and 11:00pm; and Fridays between the hours of 6:00am and 11:00pm providing nothing herein shall be construed as a limitation upon or a guarantee of the numbers of hours of work in any one day or the days of work in any one week. With respect to meal breaks, one thirty (30) minute paid meal break will be provided for all shifts that begin on or after 1:00pm.
- (3) A. For the full-time Animal Control Officer, the regular work week shall consist of forty (40) hours made up of five (5) days of eight (8) hours each, Monday through Friday, 8:00 a.m. to 4:30 p.m. with a one-half (1/2) hour unpaid lunch.
- B. The hours for the Assistant Animal Control Officer shall be:

Fridays*	8:00 a.m. - 4:30 p.m. (*Includes a 30-minute unpaid lunch break)
Saturdays	8:00 a.m. - 2:00 p.m.
Sundays	8:00 a.m. - 2:00 p.m.

Any members of the Blue Collar Union whose main job duties and responsibilities are in other classifications (i.e. Public Grounds or Highway) shall work the same hours as the Assistant Animal Control Officer for Saturday and/or Sunday when requested to fill in for said employees. Blue Collar staff who are not certified, but volunteer to be trained by the Animal Control Officer, may be assigned to clean cages and feed animals during staff vacancies. Assigned hours will be based on departmental needs. There will be a minimum of three hours overtime for weekend and holiday assignments.

- (4) For the Golf Course Employees, the regular work week shall consist of forty (40) hours per week. Schedules for Golf Course Employees shall be Monday through Friday. Hours for Golf Course Employees may range from 5:00 a.m. - 5:30 p.m.

Section 4.1 Bargaining unit employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week will be paid at the rate of time and one-half (1-1/2) his regular hourly rate for such hours.

Section 4.2 The Town shall determine overtime opportunities based upon operational requirements. In the event that all qualified employees decline to work overtime, the least senior of those employees must perform such overtime work for the period scheduled. The Town shall maintain overtime lists in all departments. Nothing herein shall preclude the Town from requiring overtime work from any employee.

Section 4.3 In lieu of pay for department overtime; any member may opt to receive compensatory time off for any overtime they work during the year based on 1 ½ times the number of hours actually worked. Any member wishing to receive compensatory time in lieu of pay shall write "CP" on their timecard for that period. No member shall be credited with more than ten (10) days of compensatory time during any fiscal year. Requests for compensatory time off shall be denied if it creates overtime. There shall be no carry over of unused compensatory time from fiscal year to fiscal year, unless otherwise authorized in writing by the Town Manager and/or her/his designee. Approval or denial of any such request shall not be subject to the grievance or arbitration provisions of this Agreement. There shall be no accumulation of compensatory time during the month of June. No member can be ordered to take compensating time in lieu of pay by the Town for any reason.

Inclement Weather/Snow Removal/Unforeseen Emergencies: In lieu of compensatory time off for inclement weather/snowstorms/unforeseen emergencies where any member called into work prior to 6:00pm the night before is required to work throughout the night until the next morning (minimum of 16-hour shift), the members direct supervisor may release the member from their shift any time after 10:00am and the Town will agree to pay the member for the remainder of the day/shift (not to exceed 4-hours within a normal shift). Should the member choose to go home earlier than 10:00am after being called in the night before, prior to 6:00pm, the member will be required to use their own accrued time for the remainder of their shift. In addition, if the need for a member of the group to return to his/her assignment is required after they have been released, the member will be expected to return back to work.

Members called in due to inclement weather/snow removal/unforeseen emergencies are required to punch-in to ExecuTime from the time of the mandated call-in.

Section 4.4 All employees scheduled to work on Sundays shall receive one and one-half times (1 ½) his or her regular hourly rate for such hours, except the Assistant Animal Control Officer, or any other employee whose regular work week includes Sunday work. Employees called in to work on Sundays due to emergencies shall be paid double time (2X) his or her regular hourly rate for such hours. Emergencies shall include call-ins, snow emergencies, and acts of nature necessitating work as determined by the Town Manager or his/her designee.

- Section 4.5 A bargaining unit employee who is required to work on a holiday shall be paid at the rate of double time (2X) his/her regular hourly rate for such hours plus eight (8) hours of holiday pay. The premium rates specified herein shall be applicable to hours worked on the actual holiday.
- Section 4.6 Overtime shall be divided equally within the classification within each department. On a weekly basis, a record of overtime hours worked shall be conspicuously posted in each department indicating the amount of hours credited to each employee. An employee who is offered overtime work, but refuses, shall be charged with such time as if he had worked such hours and such time shall be included in the crediting of hours specified above. Whenever the Town determines that overtime must be worked, when such work is traditionally performed by bargaining unit members during normal work hours, such overtime will first be offered to bargaining unit members in accordance with the provisions of Section 4.2 herein. Nothing herein shall preclude the assignment of mandatory overtime.
- Section 4.7 Employees who are called to work either by telephone or verbal instruction outside of their normal work hours shall be paid a minimum of three (3) hours pay at the applicable overtime rate. In situations where individuals are called by telephone, they shall be paid an additional one-half ($\frac{1}{2}$) hour at the applicable overtime rate as a travel allowance, providing they punch in within a half hour of receiving the call. A total of forty-five (45) minutes paid travel time shall be allowed in the event of a storm which creates hazardous traveling conditions. In an extreme case, the Town will consider mitigating factors. If an employee is instructed the night before, as an example, to report for work three (3) or less hours before the normal beginning of his shift, the three (3) hour minimum payment is to be applied in that situation. The limits specified herein shall not serve as a basis for avoiding the requirements of Section 4.5 regardless of the employee's home location.
- Section 4.8 Each employee shall take a one-half hour paid coffee break in the morning and a thirty (30) minute unpaid lunch break, scheduled by the Town. At the recommendation of the Department Head and in agreement with the Union, Departments can elect to waive the 30-minute unpaid lunch break. Such flexible schedules are at the discretion of the Town and not a subject to the grievance process.
- Section 4.9 The Union shall quarterly be given a list of all overtime hours and the hourly rate paid to employees, if requested.
- Section 4.10 Employees who are required to work overtime four (4) or more hours beyond the end of their regular shift will be permitted a one-half ($\frac{1}{2}$) hour meal break during that four (4) hour period with no interruption in pay.
- Section 4.11 Temporary Employees: A temporary employee may be employed at an entry level to serve in place of a regular employee who is out of work due to a long-

term illness or injury. Such temporary employee may serve in such position for up to fifteen (15) months. The Union Steward shall be notified when an employee reports that he/she is unable to report to work because of a long-term illness or injury. Additionally, the Union Steward shall be notified upon the Town hiring a temporary employee serving in the place of a regular employee under this provision. Should a position become vacant as a result of an employee's illness or injury, the Town shall post the vacant position pursuant to this Agreement. If no bargaining unit member applies, the temporary employee may be hired to fill the position.

ARTICLE 5

PROBATIONARY PERIOD

Section 5.0 No employee shall attain seniority or other rights or benefits under this Agreement until he has been continuously on the payroll of the Town for a probationary period of one hundred and eighty (180) calendar days. During such period, the employee shall be on probation and may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probationary period, the employee's seniority shall date back to his/her original hiring date.

All employees who are promoted shall be on a sixty (60) day working test period in which an employee is required to demonstrate the ability to meet acceptable standards of performance within the new position. If at the exhaustion of the sixty (60) day working test period, the Department Head or Human Resources Director believes a longer working test period is required, the working test period may be extended.

Section 5.1 The Town will provide each employee in the bargaining unit a 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 6

SENIORITY

Section 6.0 Seniority is hereby defined as the relative length of an employee's continuous employment in the bargaining unit on a regular full-time basis by the Town of Berlin. An employee's earned seniority shall not be lost to absence from work caused by lay off, illness, or authorized leave of absence.

Section 6.1 For the purpose of lay off, recall, promotion, and transfer within the bargaining unit only, employee shall also accumulate seniority within their respective department of employment. In the event of a permanent lay off, the employees least senior in service shall be laid off first by department; provided, however, that the remaining employees in the department will be capable of performing the work available. In the event of a recall from lay off, employees shall be called back by department on the basis of seniority, starting with the most senior

employee, provided they are able to perform work available. In cases of promotion, the most qualified employee shall be selected provided that where ability to perform the required work is equal; priority shall be given to the senior employee. The Town shall be the sole judge of the qualifications of an employee to perform the required work.

Section 6.2 The Town agrees to furnish the Union with a seniority list showing the full-time employees, together with the length of service of such employees with their respective department of employment, upon request.

Section 6.3 Upon layoff, employees shall be placed on a recall list for a period not to exceed one (1) calendar year. Employees shall lose all seniority rights if they remain on the recall list for a period in excess of one (1) calendar year or if they fail to work within ten (10) days after notice of recall is sent to the last known home address on file with the Town.

Section 6.4 Laid off full time employees with the most seniority shall be hired first, provided they can perform the work available, and no new employee shall be hired until all laid off employees have been given an opportunity to return to work provided they can perform the work available.

ARTICLE 7

PROMOTIONS AND TRAINING

Section 7.0 All vacancies and new positions in the bargaining unit shall be posted on the Union bulletin boards and emailed to the union dispatcher. Employee shall be allowed seven (7) full workdays from the date of posting to apply for such vacancy or new position. The Town shall refrain from recruiting outside applicants during such period.

Section 7.1 If, in the Town's sole discretion, three (3) bargaining unit members are deemed to meet the minimum qualifications for the position, such members shall be subject to a promotional examination process as determined by the Town. The Town shall consistently test in accordance with past practice. Such examination process shall be conducted at the same time and location and by the same examining body. The Blue Collar Union shop steward or other Union Officers only, shall be authorized to observe said examination process and will be notified reasonably in advance of the date and time. If, in the sole discretion of the Town, two (2) members attain equal rank on a promotional process, the most senior employee shall be advanced. However, nothing herein contained shall be a guarantee that vacancies or new positions will be filled from within the bargaining unit.

Section 7.2 All employees who are promoted shall be on a trial period for a period of sixty (60) calendar days in his new position.

ARTICLE 8

COMPENSATION

Section 8.0 As of the effective date of this Agreement, employees shall be compensated according to the Compensation Schedule which is attached to and made part of this Agreement as Appendix A. There will be a retroactive GWI of 2.75% effective 7/1/2024, 3.5% effective 7/1/2025, and 3.25% effective 7/1/2026.

Town and Union agree to hire outside vendor to conduct salary survey. Towns to be included along with parameters (salary, benefits, etc.) to be agreed upon by both Town and Union. Total cost of salary survey to be split evenly (50/50) between the Town and the Union. Salary survey must be completed no later than December 31, 2025.

Section 8.1 Employees hired on or before July 1, 2010 shall, in addition to their regular pay, receive annual longevity pay in accordance with the following schedule:

After five (5) years	\$600.00
After ten (10) years	\$800.00
After fifteen (15) years	\$1050.00
After twenty (20) years	\$1250.00

Section 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 pay day following December 1 and June 1. Longevity shall be paid only as earned and not in advance.

Section 8.3 Town shall pay the cost of employees maintaining CDL A or CDL B Licenses (includes cost of renewal).

Section 8.4 Direct Deposit. Employees shall be paid bi-weekly via electronic direct deposit into a designated bank account of the employee's choice. Such bank account number shall be provided to the Director of Human Resources or her/his designee.

ARTICLE 9

HEALTH AND PENSION BENEFITS

Section 9.0 Health Insurance Benefits:

The Town of Berlin agrees to provide employees with access to the health insurance and pension benefits agreed to by the Town and the Union in Appendix B, unless modified through agreement by the Town and the Union through the consortium medical and pension group. Any such changes shall be by way of a signed written agreement and appended hereto as Revised Appendix B.

Section 9.1 Other Insurances:

1. Disability Insurance providing income of 66-2/3% of base weekly wage (to a maximum of \$600.00) per week in the event of disability with a thirteen (13) week maximum per fiscal year.
2. The Town shall provide Long-Term Disability insurance coverage. Such coverage shall be 50% of base pay (minimum \$100 monthly benefit, maximum \$5,000 monthly benefit) less necessary and appropriate deductions.
3. Group Life Insurance for each employee in an amount equal to his annual wage rounded up to the nearest \$1,000, with a minimum of \$10,000 and a maximum of \$100,000.
4. Accidental Death and Dismemberment Insurance equal to the Life Insurance amount.
5. Whenever an employee is out on workers' compensation as a result of his employment with the Town, he shall be paid his full net pay, providing such period does not exceed six (6) months. Beyond six (6) months, the employee shall have the option of making up the difference between his weekly workers' compensation entitlement and his net pay, chargeable to the employee's accrued earned time.
6. Additional Accidental Death and Dismemberment Insurance in the amount of One Hundred Thousand Dollars (\$100,000).
7. An employee who retires no younger than age 60 with greater than ten (10) years of service, shall be allowed to purchase the above coverages at the Town's group rates at his/her own expense, but only until the employee reaches Medicare eligibility. The Town shall establish reasonable procedures for the employee's payment of such premiums.
8. The Town may change insurance carriers as long as benefits and coverages remain substantially equivalent to those provided under the Alternatives, when considered as a whole. If the Union objects to said change, the issue shall be submitted to SBMA under its Expedited Arbitration procedure with all administrative costs and fees paid by the Town.

Section 9.2 Employee Assistance Program

The Town shall maintain an Employee's Assistance Program.

ARTICLE 10

HOLIDAY PAY

Section 10.0 The following shall be recognized as paid holidays irrespective of the day on which they fall, and all eligible employees shall receive eight (8) hours pay at their regular straight time hourly rate:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Good Friday
Thanksgiving Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Christmas Day	Independence Day
Juneteenth	
Two (2) Floating Holidays	

Holidays which fall on a Saturday shall be observed on the preceding Friday; holidays which fall on a Sunday shall be observed on the following Monday.

There shall be no carry over of Floating Holidays from fiscal year to fiscal year.

New employees hired between July 1 and December 31st shall receive (2) floating holidays upon hire; new employees hired between January 1st and June 30th shall receive (1) floating holiday upon hire.

Section 10.1 An employee who has been absent from work on sick leave on either the workday before or after a holiday, for the major part of such work day, may be required to provide a medical certificate justifying the need for such sick leave in order to receive holiday pay.

Section 10.2 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.

Section 10.3 **Personal Days:** Employees shall be eligible for three (3) paid personal days to conduct business that may not be transacted during working hours. Personal days shall not be carried over from fiscal year to fiscal year. New employees hired between July 1st and December 31st shall receive three (3) paid personal days upon hire; new employees hired between January 1st and June 30th shall receive one and half (1.5) paid personal days upon hire.

Section 10.4 **Berlin Fair:** There shall be 1:00 p.m. dismissal on the Friday of the Berlin Fair weekend. On such days, there shall be no lunch breaks. In the event that employees are required to work their regularly scheduled work hours on such day, it shall be considered part of the normal workweek, and not a holiday.

ARTICLE 11

VACATIONS

Section 11.0 Regular full-time and part-time employees shall receive vacation pay at their straight time hourly rate at their normal weekly salary, exclusive of overtime for each week in accordance with the following schedule:

NEW HIRES

New employees hired between July 1st and December 31st shall receive five (5) days of vacation upon hire, which can be used after successful completion of their probationary period.

New employees hired between January 1st and June 30th shall receive ten (10) days of vacation on July 1st, which can be used after successful completion of their probationary period.

CURRENT EMPLOYEES

<u>Length Of Employment</u>	<u>Vacation On July 1st</u>
Less than Five (5) years	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Twenty (20) years	Five (5) weeks

Section 11.1 In a mutual effort to produce harmony and understanding, employees shall request vacation time as far in advance as practicable and supervisors shall approve such requests in timely fashion. When the operational requirements of the Town preclude the approval of a specific request, the employee shall have such reasons for denial clearly explained, and every effort shall be made by employees and supervisor to agree upon an alternate vacation period. When necessary, preference as to time of taking vacation shall be given to employees of greater seniority.

Section 11.2 Preference as to time of taking vacation shall be given to employees of greater seniority, but all requests for vacation must be approved by the Town based upon operational requirements.

Section 11.3 All vacations must be taken during the course of the fiscal year in which it is earned (July 1 through June 30).

- Section 11.4 Employees may carry over up to two weeks of vacation time from one fiscal year into the subsequent fiscal year. Time carried over in this fashion must be used no later than June 30th of such subsequent fiscal year.
- Section 11.5 During the year in which an employee becomes eligible for an additional week of vacation, the additional time will be allotted on the July 1st which begins said fiscal year.
- Section 11.6 Vacation time periods may start and end any day of the week desired by the employee. Subject to Section 11.2 above.
- Section 11.7 Upon voluntary termination of employment or layoff from the Town, employees hired prior to July 1, 2021 shall be paid for all accumulated and unused vacation time; employees hired on or after July 1, 2021 shall be paid for all unused vacation time in the year in which they terminate employment; and such payment shall be paid to the employee (or if deceased, to the employee's beneficiary as designated on the employee's Town policy of life insurance). In no event shall such payment exceed three (3) weeks of pay.
- Section 11.8 In the event of illness during an employee's vacation period, the employee shall be given the option of charging the days to his sick leave with a Doctor's certificate.
- Section 11.9 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.
- Section 11.10 An employee who terminates or is terminated with less than one (1) year of employment shall not be entitled to vacation pay upon termination.
- Section 11.11 Employees may not request advance vacation pay.

ARTICLE 12

SICK LEAVE

- Section 12.0 The parties hereby agree that sick leave shall be allowed in the event of actual illness or injury of an employee and shall not be considered a privilege which an employee may use at his discretion. Sick leave shall be allowed for lost time for medical, optical or dental appointments during workday hours as approved by the Supervisor. Sick leave shall be used in increments of at least one (1) hour.
- Section 12.1 No more than ten (10) sick days per year may be used to care for the illness of an immediate family member who is residing in the employee's household. Immediate family member is defined as mother, father, sibling, spouse and/or child. Members may use up to (5) of those (10) family sick days for an immediate family member who is not domiciled in the employees' household. Should the illness of an immediate family member qualify for FMLA, the member will not be limited to the (10) sick days per year in order to care for the immediate family

member. The member will be permitted to utilize any/all their accrued sick leave under the approved FMLA leave.

Sick leave may be cumulative to one hundred fifty (150) days. When absent from work on sick leave, an employee shall receive compensation at his regular straight time rate for the period of the absence. All regular full-time employees shall earn sick leave credits at the rate of one and one-quarter (1-1/4) normal workdays per month, up to a maximum of fifteen (15) sick leave days per fiscal year.

Section 12.2 For any absence for which sick leave is claimed, notice must be given on scheduled workday to the Supervisor within one (1) hour prior to the employee's scheduled starting time. After three (3) days, the Town may require evidence of eligibility for sick leave in the form of a physician's certificate or a report from a Public Health Nurse. Such certificate shall state the nature of the illness or injury and the expected duration.

Section 12.3 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. During this process, the employee shall not be required to use additional sick time and the employee shall not suffer a loss in pay.

Section 12.4 If an employee is out sick with a serious illness or injury for a period of two (2) weeks or more, the Town may require having the Town's physician of record examine the employee before he/she returns to work. The Town will pay for this physical and the employee will be on paid status after being released to return to work by their own physician.

ARTICLE 13 **BEREAVEMENT LEAVE**

Section 13.0 Special leave of absence of up to five (5) consecutive or intermittent working days to accommodate time of service with pay shall be granted to an employee in the event of death of the employee's: Spouse, Sister or Half-Sister, Child or Stepchild, Brother or Half-Brother, Parent.

Section 13.1 Special leave of absence of up to a maximum of three (3) consecutive or intermittent working days to accommodate time of service with pay shall be granted to an employee in the event of death of the employee's: Mother-in-law, Father-in-law, Stepparent, Step-brother, Step-Sister, Grandchild, Grandparent, other relative domiciled in employee's household.

Section 13.2 Special leave of absence of one (1) working day with pay shall be granted an employee for the purpose of funeral attendance in the event of death of employee's: Niece, Nephew, Sister-in-law, Brother-in-law, Aunt, Uncle, Daughter-in-law, Son-in-law.

Section 13.3 No pay shall be granted pursuant to this Article when one or more days used by

an employee for bereavement purposes falls on a day when the employee would not normally work. The Town may require proof of death.

Section 13.4 Employees shall be granted two (2) additional bereavement leave days in the event a funeral takes place out of the state.

ARTICLE 14 **DISCHARGE AND DISCIPLINE**

Section 14.0 No employee shall be discharged, demoted or otherwise disciplined, without just cause.

Section 14.1 Discipline shall normally proceed in the following order:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

The parties recognize and agree that certain infractions of a serious nature require immediate serious disciplinary action without recourse to progressive discipline.

In the event that a verbal warning is issued, said verbal warning will not be used in progressive discipline if the employee completes one (1) full year without further discipline.

In the event that a written warning is issued, said warning will not be used in progressive discipline if the employee completes two (2) full years without further discipline.

Section 14.2 All disciplinary actions may be appealed through the established grievance procedure except as provided in Article 5 of this Agreement.

ARTICLE 15 **GRIEVANCE AND ARBITRATION**

Section 15.0 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 following manner:

STEP ONE: The Union Steward and/or the aggrieved employee shall present the grievance verbally or in writing to his immediate supervisor not later than ten (10) working days after the occurrence of the incident giving rise to the grievances. The grievance must set forth the specific section of the Agreement involved. Specific sections of the Agreement involved may be amended up to the actual arbitration hearing. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. Failure to file or pursue a grievance through arbitration does not constitute a waiver by the union on future similar

grievances nor does it have any correlation with regard to the merits of the union's position on an alleged violation. The grievance shall be orally discussed by the supervisor, the employee, and/or the steward who shall attempt to settle it within three (3) working days.

STEP TWO: If they are unable to do so, the grievance may be submitted to the appropriate department head within ten (10) working days thereafter. If submitted, the grievance shall be discussed by the employee or representative of the Union and the Department Head who shall attempt to settle it within five (5) working days.

STEP THREE: If the employee or the Union are not satisfied with the Department Head's Step Two decision, the grievance shall be submitted to the Town Manager within ten (10) days of the Step Two decision and then discussed by the employee or the local Union Representative and IUOE, Local 30 Representative with the Town Manager or his/her authorized representative. The Town's answer to the grievance shall be in writing. In the event they are unable to settle the grievance within ten (10) working days, it may be submitted by the Union for arbitration as provided below.

Section 15.1 In the event the parties are unable to settle the grievance as outlined above, it may be submitted by the Union to arbitration at the State Mediation and Arbitration Service. The request for 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.

Section 15.2 The arbitrator's award shall be final and binding as provided by law, but he shall have no power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement.

Section 15.3 The fee and expense of the arbitrator, excluding legal fees, shall be borne equally by the parties.

Section 15.4 Any grievance not submitted to a higher step in the grievance procedure within the specified 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.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.0 The Town agrees to provide the Union with a bulletin board located on the premises of each respective department for the posting of notices pertaining to Union affairs.

Section 16.1 If the Town decides to fill a position, such position shall be filled within ninety (90) calendar days from the time of posting if personnel are qualified and available.

- Section 16.2 If the Town decides to fill a position, all vacancies shall be posted within thirty (30) calendar days of the decision to fill same.
- Section 16.3 The Town shall provide a room where Union meetings can be held.
- Section 16.4 Uniforms. The Town shall furnish all employees uniforms (care and cleaning included), and necessary foul weather gear. Appropriate safety equipment will be provided for employees working in hazardous locations and equipment. The Town shall reimburse each employee in an amount not to exceed three hundred dollars (\$300.00) each fiscal year toward the purchase of two (2) pairs of safety shoes.
- Section 16.5 The Town shall insure employees' personal tools used in the performance of their duties against loss or theft in the course of work. Employees shall be reimbursed for the replacement cost of such tools.
- Section 16.6 While serving in a stand-by or on-call status, employees of the Water Department shall be provided with a Department truck for the duration of that assignment. Employees shall arrange to transfer the vehicle from one to another on their own time.
- While serving in a stand-by or on-call status, employees of the Water Department shall be paid a flat rate of \$150.00 to compensate for each weekly (Sunday to Sunday) on-call assignment he/she is required to be available for.
- Section 16.7 Whenever Town equipment is to be used, qualified bargaining unit members who are available shall be given the first opportunity to work.
- Section 16.8 Seasonal employees may perform all duties they are capable of performing including weekend work. A maximum of four (4) seasonal employees may be hired by the Golf Course and such employees may work up to 1200 hours per season (March through November); no more than 120 total work per calendar year days will be permitted. Golf Course seasonal employees may not perform weekend work unless there is an equal ratio of seasonal employees to bargaining unit employees for all weekend work. Regular bargaining unit employees shall be entitled to a right of first refusal for work on Memorial Day, Independence Day and Labor Day. If no regular bargaining unit employee agrees to work on those holidays, the Golf Course Director may use seasonal workers those days.
- Section 16.9 All employees holding the positions of Animal Control Officer (ACO) or Assistant Animal Control Officer shall be required to hold and maintain certification in firearms handling. The Town shall provide and pay for all such required training. All other provisions of the contract shall apply to these above referenced positions.

Section 16.10 Meal Reimbursement - An employee working storm-related overtime or during a period of emergency shall be allowed a meal reimbursement as follows (meal receipts required):

Breakfast	\$10.00
Lunch	\$12.00
Dinner	\$15.00

Section 16.11 During the term of this Agreement, the Town may not subcontract out new work which does not vary significantly in kind or degree from work which has been customarily performed by members of this bargaining unit if it causes a reduction in the bargaining unit membership.

Section 16.12 The Town of Berlin hereby agrees that bargaining unit employees will perform all grass cutting at the soccer fields and the baseball fields. Bargaining unit employees will also continue to perform all grass cutting at Town buildings at which they are currently the sole provider of cutting service.

ARTICLE 17

NO STRIKES OR LOCKOUTS

Section 17.0 The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdown, picketing, work stoppages, mass absenteeism, mass resignations, or other concerted activities or similar forms of interference with the operations of the Town. Any or all employees participating in such strikes or other prohibited activity described above in this Article shall be subject to appropriate disciplinary action by the Town, up to and including discharge.

Section 17.1 The Town agrees that it will not lockout the employees during the term of this Agreement.

ARTICLE 18

HEALTH AND SAFETY

Section 18.0 The Town Manager and/or her or his designated representative and the officers of the Union shall comprise a safety committee. Meetings of the committee may be requested by either the Town or the Union and shall be scheduled by mutual agreement of the parties.

Section 18.1 The parties agree to meet to review any recommendations which may be made by CONN OSHA, and to discuss the implementation of an on-going program to monitor working conditions and procedures.

Section 18.2 It is the Town's policy that no Blue Collar employee shall be expected to perform work which involves the removal or disturbance of asbestos which may

jeopardize his health and/or safety. The Town and Union both acknowledged that the primary concern in this area is health and safety. Further, it is acknowledged that on many occasions, neither the Town nor Union will have the expertise to determine whether a hazard exists, the degree of a hazard, proper procedures to follow, or whether professional firms should be brought in. Therefore, in light of the above, any reasonable, suspicion or concern for health or safety (especially related to asbestos) shall immediately be brought to the attention of the supervisor by the employee, who shall state both the specifics of such concern and the basis for such concern. All such concerns shall be addressed immediately by the supervisor without reprisal. If mutual agreement is not reached, the resolution of the issue shall be left to a mutual body such as CONN OSHA, prior to work being performed. This process has been jointly developed to deal with a genuine concern for health and safety in a reasonable manner. It is agreed that both sides shall conduct themselves in such a reasonable manner.

ARTICLE 19

COMPENSATION STEP SCHEDULE

- Section 19.0 Effective July 1, 2021, employees at the one-year step or above will advance one step, and thereafter as stated in the compensation schedule. Step increments due to an employee in the fiscal year shall be paid at the beginning of the fiscal year, except for the 6-month step which shall be paid on the pay period immediately following the employee's anniversary date.
- Section 19.1 New Employees shall be placed in Step 1 and shall remain in that step for six (6) months, after which they shall be advanced to Step 2, and subsequently follow Section 20.0 above.
- Section 19.2 Current employees promoted to the next higher classification, at the step that results in an increase but in the higher classification. Employees promoted to a classification higher than the next classification, (for example a Maintainer II promoted to Maintainer IV) shall be placed at the step in the newly promoted classification that provides a pay increase equal to or higher than the immediate lower classification. (Example of promotion two classification higher: Employee moves to next classification at the same step. Then going to his/her final classification, the employee moves into whatever wage step provides a rate of pay equal to or higher than the wages in the previous classification).
- Section 19.3 Differentials for additional specified duties shall be paid as follows:
- Crew Chiefs = \$1.00 per hour
 - CDL Class A = \$1.00 per hour
 - Cross Connection Certification - \$1.00 hourly
- Chemical Application (Golf & Grounds) = 1.5 x regular wage per occurrence.
Employees can choose to take wages or use as compensatory time (chemical time off). Time earned must be taken in fiscal year earned or within three (3) months.

Individuals other than Golf Course employees hired after July 1, 2016 shall not be eligible for Chemical Application differentials in either wages or compensatory time, except with the employee works with lead paint.

Chemical Spray Examples:

8 hours of Chem Time on a Friday equals 8 hours of straight pay plus 4 hours of straight pay or 4 hours of Chem Time off.

8 hours of Chem Time on a Saturday equals 8 hours of time and a half (for Saturday pay) and 4 hours of straight pay or 4 hours of Chem Time off.

8 hours of Chem Time on a holiday equals 8 hours of double time and 4 hours of straight pay or 4 hours of Chem Time off.

ARTICLE 20
UNION BUSINESS

Section 20.0 The Town shall allow time off without loss of pay or benefits up to a total of ten (10) days per calendar year for officers or other Local Union Representatives for Union business limited to attendance at conventions or educational conferences. The Union shall notify the Chief Executive Officer's office in writing of time and locations of such events, five (5) days in advance and not more than one (1) officer per Town Department shall be off at any one time. Such leave may be taken in one-hour increments. The Union shall provide the Town with a list of Union Officers.

Section 20.1 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.

Section 20.2 No more than four (4) members of the Union shall be allowed work release time, with pay, for the purpose of contract negotiations.

Section 20.3 The Union Steward shall be allowed to leave his/her workstation for the purpose of investigating matters relative to the term and conditions of this Agreement, provided, however, that such work release time is subject to approval of the Chief Executive Officer. Requests for work release time for the purpose stated herein shall not be unreasonably denied.

ARTICLE 21
PART-TIME POSITIONS

Section 21.0 The Town agrees it will not take a full-time position and make it into a part-time position(s).

Section 21.1 A part-time position is defined as a position working less than twenty-five (25) hours per week.

Section 21.2 A part-time employee shall not receive longevity or insurance benefits, however, said employee(s) shall receive all other contractual benefits on a pro-rata basis (e.g., part-time hours divided into 40 hours per week = ratio of benefits).

ARTICLE 22

DURATION

Section 22.0 This Agreement shall be binding upon this Town and the Union and the employees from the 1st day of July 1, 2024 and shall continue until midnight of the 30th day of June 2027.

Section 22.1 If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by certified or registered mail not less than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 22.2 Unless specifically stated to the contrary, all benefits, rights and responsibilities shall commence upon the effective date of this Agreement.

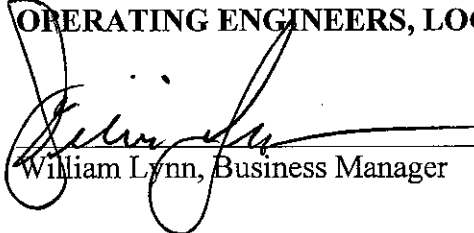
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

TOWN OF BERLIN


 4/23/25

Ryan Curley, Town Manager

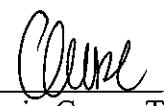
**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 30**



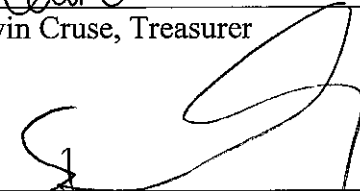
William Lynn, Business Manager



Robert Moccio, President



Kevin Cruse, Treasurer



Steve Broderick, Business Representative

APPENDIX A SALARY SCHEDULE

Pay/Grade/Title	As of Date	1	2	3	4	Steps 5	6	7	8	9	10
MAINTAINER I 9-Month Seasonal Employees (refer to MOU)	7/1/24	19.00	19.50	20.00	20.50	21.00	21.50	22.00	22.50	23.00	23.50
	7/1/25	19.06	19.50	20.00	20.50	21.00	21.50	22.00	22.50	23.00	23.50
	7/1/26	19.00	19.50	20.00	20.50	21.00	21.50	22.00	22.50	23.00	23.50
MAINTAINER II											
	7/1/24	23.06	23.79	24.45	25.19	25.96	26.73	27.54	28.36	29.23	30.10
	7/1/25	25.31	26.07	26.87	27.67	28.50	29.35	30.25	31.15		
	7/1/26	25.13	26.92	27.74	28.57	29.43	30.30	31.23	32.16		
MAINTAINER III											
Asst Animal Control Off, Custodians, Golf Groundskeeper, Senior Center Bus Driver, Recyc Coordinator, Maintenance Asst	7/1/24	24.65	25.41	26.17	26.96	27.76	28.61	29.43	30.34	31.27	32.16
	7/1/25	27.09	27.90	28.73	29.61	30.46	31.40	32.36	33.29		
	7/1/26	27.97	28.81	29.66	30.57	31.45	32.42	33.41	34.37		
MAINTAINER IV											
Animal Control Off, Lead Custodian, Equip Operator/Highway, P & G Groundskeeper, Grounds Mechanic, Trades Assistant	7/1/24	26.41	27.18	28.02	28.83	29.74	30.60	31.50	32.49	33.41	34.46
	7/1/25	29.00	29.84	30.78	31.67	32.61	33.63	34.58	35.67		
	7/1/26	29.94	30.81	31.78	32.70	33.67	34.72	35.71	36.83		
MAINTAINER V											
Carpenter, Painter, Fire Mechanic, Fleet Mechanic, Heavy Equipment Operator	7/1/24	28.24	29.10	29.97	30.85	31.80	32.77	33.75	34.72	35.80	36.83
	7/1/25	31.02	31.93	32.91	33.92	34.93	35.94	37.05	38.12		
	7/1/26	32.03	32.97	33.98	35.02	36.07	37.11	38.25	39.36		
MAINTAINER VI											
Water Control, HVAC Technician, Electrician, Lead Electrician, Lead Mechanic, Plumber, Treatment Operator	7/1/24	30.23	31.14	32.06	33.04	34.02	35.06	36.09	37.19	38.29	39.44
	7/1/25	33.18	34.20	35.21	36.29	37.35	38.49	39.63	40.82		
	7/1/26	34.26	35.31	36.35	37.47	38.56	39.74	40.92	42.15		

COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 2021, 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 (CALU Local #2); 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; Berlin Dispatchers (CALU Local #911); 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 2021-2026 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:

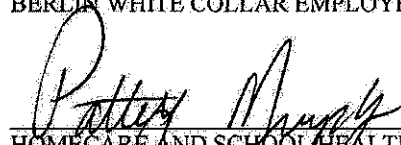
1. The updated MICA agreement effective July 1, 2021 shall replace the existing coalition health insurance provisions from the 2017 - 2021 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2021.
2. MICA shall remain in effect from the date of the execution of this agreement until July 1, 2026.
3. If by June 30, 2026, 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 17 of February 2021.


TOWN OF BERLIN


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


BERLIN WHITE COLLAR EMPLOYEES, CALU Local #2


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


BERLIN DISPATCHER EMPLOYEES, CALU Local #911


THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

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

Century Preferred PPO	
Plan Year 2021-2022	27.5% Employee Cost Share 72.5% Employer Cost Share
Plan Year 2022-2023	28% Employee Cost Share 72% Employer Cost Share
Plan Year 2023-2024	28.5% Employee Cost Share 71.5% Employer Cost Share
Plan Year 2024-2025	29% Employee Cost Share 71% Employer Cost Share
Plan Year 2025-2026	29% Employee Cost Share 71% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

OPTION 2: High Deductible Plan & HSA:

July 1, 2021 - June 30, 2022 - \$2,000/\$4,000 High Deductible plan with HSA
 July 1, 2022 - June 30, 2025 - \$2,250/\$4,500 High Deductible plan with HSA
 July 1, 2025 - June 30, 2026 - \$2,500/\$5,000 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 (\$10 / \$25 / \$40)

Health Savings Account Funding:

Plan Year 2021-2022	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2022-2023	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2023-2024	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2024-2025	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2025-2026	Town Funds 50% of Deductible Deposited with the first pay in July

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

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

EMPLOYEE PREMIUM COST SHARES

High Deductible with H.S.A.

Plan Year 2021-2022	17.5% Employee Cost Share 82.5% Employer Cost Share
Plan Year 2022-2023	18% Employee Cost Share 82% Employer Cost Share
Plan Year 2023-2024	18.5% Employee Cost Share 81.5% Employer Cost Share
Plan Year 2024-2025	19% Employee Cost Share 81% Employer Cost Share
Plan Year 2025-2026	19% Employee Cost Share 81% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

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 spouses must have completed all of their age appropriate screenings and have their physician certify completion of those screenings. *Dependent children are no longer required to submit wellness paperwork.* All Wellness forms are due to HR by June 30th of the plan year.

Plan Year 2021-2022	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2022-2023	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2023-2024	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2024-2025	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2025-2026	\$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

In recognition of the significant cost impact health insurance can have on an employer, the Town pays a premium to staff who waive coverage (*not applicable to single coverage*). Upon presentation of documentation that an employee is covered under a health insurance policy existing elsewhere (not with the Town of Berlin nor with the Berlin Public Schools), an employee may elect to waive, in writing, all health and dental insurance coverage. In lieu of coverage these employee will receive on an annual basis, the following amounts (paid quarterly): 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 - DEFINED CONTRIBUTION

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.

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

Denise M. McNair
TOWN MANAGER

Walter D. B. B.
BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52

Walter D. B. B.
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

David D.
BERLIN MIDDLE MANAGEMENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING

Town of Berlin & Berlin Board of Education & UE Local 222, CILU/CIPU, CILU #52 Berlin Blue Collar Employees & Berlin Board of Education Custodians CALU #1

Pursuant to the Agreement between the **Town of Berlin** and **UE Local 222, CILU/CIPU, CILU #52** Berlin Blue Collar employees effective July 1, 2018 through June 30, 2021 and **Berlin Board of Education** and **The Berlin Board of Education Custodians, C.A.L.U. #1**, in effect July 1, 2017 to June 30, 2020, the following agreement is made pursuant to work done within the school buildings.

There has been a long-standing agreement between the Facilities employees of the Town and the custodial staff at the Board of Education with regard to similar work responsibilities and the approach to repairs and maintenance within the school buildings. Major repairs to facilities fall under the Facilities Department of the Town. Minor items such as the following should be handled by the building custodians:

- Hanging a pencil sharpener;
- Installing a soap or towel dispenser;
- Replacing a handful of ceiling tiles; and
- Other simple tasks that require one man and take up to fifteen minutes. *(Including furniture fixtures & equipment jobs - including but not limited to tables, desks, chairs, carts, dolly's that require hardware adjustment or replacement; or installation of posters, plaques, pictures or items that require installation with peel and stick Velcro, tape, adhesive or small anchors and screws).*

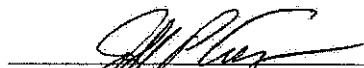
This approach will not only expedite the minor maintenance requests, but will also free up the Facilities staff to address major items in a more timely and efficient manner.

Repair requests at each school will be reviewed with these criteria at the forefront.

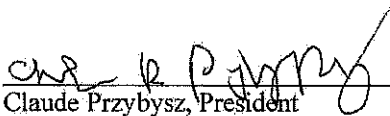
The Parties further agree that this agreement shall not set precedent in any manner and shall not be used as bargaining history by either party.



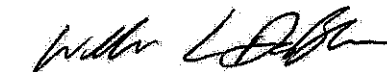
Denise Parsons, Director of HR
Berlin Board of Education & Town of Berlin



Jeff Cugno, Director of Business Operations
Berlin Board of Education

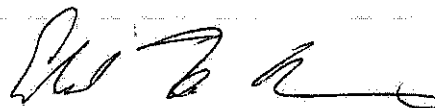


Claude Przybysz, President
CALU #1
CILU #52



William DeBlasio, President Date
Connecticut Independent Labor CILU/CIPU,

11/30/18
Date

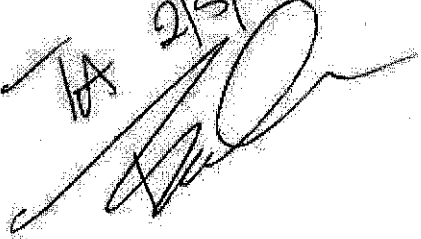


Head Custodian President

APPENDIX D

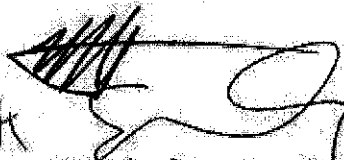
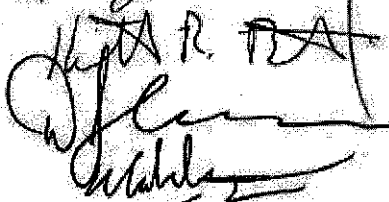
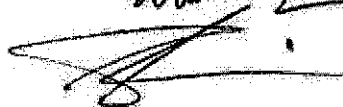
Blue Collar Contract Negotiations

Town Wage Proposal 2.5.25

TA 2/5/25


- July 1, 2024 (retro) 2.75% wage increase
- July 1, 2025 - 3.50% wage increase
 - Remove Entry Step and Step 2
 - Remove 2-year intervals for Steps 6 – 10
 - Town/Union agrees to hire outside vendor to conduct salary survey
 - Town/Union will agree to Towns/parameters to be included in the salary survey
 - Town/Union are each responsible for 50% of salary survey cost
 - Town/Union agree salary survey must be completed no later than 12/31/2025
- July 1, 2026 – 3.25% wage increase
 - Any salary adjustments owed based on the results of the salary survey will be paid by the Town effective July 1, 2026
- Town agrees to add a Grade VII in the subsequent contract to include trade workers. Union/Town will collectively work together to create this grade and select the appropriate positions.

Michael Mendonca
Steve Brumick
Keith Boston
Daniel Caron
MAT STURGEON
Shane McLaughlin


Herta R. B.A.



APPENDIX E
AGREEMENT TO "MEET AND CONFER" ITEMS

Union Proposal #31 – Carpenter performing locksmith work (proper compensation)

Union Proposal #33 – Review state practice with hazard pay when mowing/working on state roads

Union Proposal #35 – Golf Course Maintainer (Classification)

Union Proposal #36 – Language regarding bargaining unit works being done by bargaining union members only

