

AGREEMENT

BETWEEN

THE TOWN OF BERLIN, CONNECTICUT

And

**HOME CARE and SCHOOL HEALTH CARE
WORKERS of BERLIN
UNIT #20**

**CONNECTICUT HEALTH CARE ASSOCIATES
NATIONAL UNION OF HOSPITAL AND HEALTH CARE
EMPLOYEES, AFSCME**

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BERLIN, CT.

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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 Home Care and School Health Care Workers of Berlin, Unit #20, Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union").

As used herein, "Town" refers to the Town of Berlin and its agencies and departments. "Employees" as used herein, refers to members of the bargaining unit defined under Article 1 of this Agreement.

All references to employees in this Agreement designate both sexes and whenever a gender is used, it shall be construed to include male and female employees.

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

Article 1 **RECOGNITION**

- 1.1 The Town recognizes the Union as the sole and exclusive representative and bargaining agent for all Registered Nurses, Home Health Aides, and School Health Aides employed by the Town of Berlin and any other classifications deemed appropriate to this bargaining unit by mutual agreement or decision of Board of Labor Relations, excluding supervisors, professional employees, per diem 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 of this Agreement must join the Union or pay a service fee to the Union within thirty (30) calendar days of their date of hire in accordance with the provisions of Section 2.6 of this Article.
- 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 2.6 of this Article. Such deductions shall continue for the duration of the Agreement.
- 2.3 The deductions shall be made each payday 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.

- 2.4 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.
- 2.5 The following provisions shall apply to Union membership:
- A. All employees in the collective bargaining unit who are presently members of the Union and who do not remain Union members in good standing in accordance with the provisions of the CHCA Constitution shall, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members.
 - B. All employees in the collective bargaining unit who are not and who do not become and remain Union members in good standing in accordance with the provisions of the CHCA Constitution 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 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. The Town reserves the right to use non-bargaining unit employees for home-making and companion work, provided such employees regularly work twenty (20) or less hours per week.

- 3.2 Either parties failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude either parties from exercising the same in some other way not in conflict with the provisions of this Agreement.

Article 4
HOURS OF WORK AND OVERTIME

- 4.1 The regular workweek shall consist of and be scheduled as follows:

A. Home Care Nurses 8:00 a.m. – 4:00 p.m.
½ hour lunch (unpaid)

B. Home Health Aides 8:00 a.m. – 3:30 p.m.
20 minute lunch (paid)

C. School Nurses
½ hour lunch (paid/on-call)

1. Working hours shall follow each school's opening and closing schedule with nurses' times of arrival and/or departure being fifteen (15) minutes before and/or after the opening and/or closing of school.
2. In the event that the school day is increased, the school nurses' workday shall be increased accordingly.
3. School nurses shall be assigned one (1) day following the close of the school year and five (5) days prior to the opening of the school year for administrative responsibilities. School aides shall be assigned two (2) days prior to the school year for administrative responsibilities.
4. Travel time between buildings for school personnel required to work in more than one school in a day shall be considered time worked.

D. Health Room Aides

McGee	11:30 a.m.- 2:00 p.m. (M-F)
Willard	11:00 a.m. - 2:00 p.m. (M-F)
Griswold	8:30 a.m. - 2:30 p.m. (M-F)

- 4.2 All bargaining unit employees who actually 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 ½) the regular hourly rate for such hours. In no instance

shall overtime be paid more than once for any such hours. Those nurses who are required to attend field trips that continue beyond the school day or more than one (1) day will be paid at the rate of straight time for the first eight (8) hours of the day. They shall be paid at the rate of time and one-half (1 ½) the regular hourly rate for the remaining hours of the day that they are actively working. A separate time record will be kept by the nurse documenting all hours worked and submitted at the end of the field trip.

Overtime hours (i.e. hours greater than assigned daily schedule) must be approved by the Agency Administrator or designee prior to the overtime being worked.

- 4.3 The Town shall determine when overtime shall be worked, 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.
- 4.4 The Town will endeavor to give employees up to twenty four (24) hours notice of overtime work wherever possible, except that failure by the Town to give such notice shall not excuse employees from such work or from compliance with other provisions of this Article concerning overtime work.
- 4.5 A non-salaried employee who is required to work on Saturdays, Sundays or holidays shall receive one and one-half (1 ½) times her regular hourly rate for such work.
- 4.6 The Town will make reasonable efforts to distribute overtime equally. Such overtime shall be paid no later than eight (8) days following the close of the pay period during which the employee worked. In no instance shall overtime be paid more than once for any such hours.
- 4.7 The Town will make reasonable efforts to distribute the scheduling of Holiday assignment equally between all nurses.
- 4.8 Compensatory time off or pay is given to the nurse for work on Saturday, Sunday or holidays.
 - A. Compensatory time can be accumulated up to seventy-five (75) hours.
 - B. Compensatory time must be taken within one (1) year. If compensatory time is not taken within one (1) year, then it shall be paid as part of the employees regular payroll at the rate in which it was accrued.
 - C. Compensatory time off shall be scheduled based on the Agency's staffing requirements.

- D. Time worked on Saturday, Sunday or holidays will be paid at one and one-half (1 ½) times the regular hourly rate for such hours. Home health workers have the option to complete Monday through Friday work assignments outside of the normal work schedule in the event of severe storm forecasts. Such work shall not create any overtime costs and is in lieu of the regularly scheduled hours.
 - E. Employees who work in excess of forty (40) hours in any one (1) week will be paid at the rate of one and one-half (1 ½) times the regular hourly rate for such hours.
- 4.9 If an employee's own car is used, travel reimbursement will be at the Town's established mileage rate, provided the employee provides Certification of Insurance demonstrating BI, P.D., uninsured motorist and basic reparations minimums under State Insurance Law.
- 4.10 The Union shall be given a quarterly list of all employees' overtime hours and the hourly rate paid to employees, upon request.
- 4.11 Employees who are required by their supervisor to remain on duty during lunch shall be compensated for such time at the applicable rate.
- 4.12 Additional Duties

Upon request, Home Care and School nurses shall provide scheduling availability to the Director for weekend, summer, vacation, and holiday home care coverage, twelve (12) months per year. In cases where the Town is unable to fill assignments through these means, assignments shall be rotated through the seniority list from the least to most senior employee.

School nurses shall be scheduled for summer Home Care and summer School Programs. If nurses are scheduled for additional duties and are not required to work, the Town will notify the nurse as soon as practicable. Nurses shall be compensated in the amount of twenty-five dollars (\$25.00) for each day not worked.

4.13 Weekend On Call

- A. Nurses assigned to weekend first on-call duty will be compensated at the rate of fifty dollars (\$50.00) for each day of such assignment. Beginning July 1, 2016, nurses assigned to weekend second on-call duty will be compensated at the rate of fifty dollars (\$50) for each day of such assignment.
- B. Nurses assigned to first on-call duty on a designated holiday will be compensated at the rate of one hundred dollars (\$100.00) for each assignment.

4.14 Administrative On-Call

- A. Home Care nurses are daily responsible for 4:00 PM to 8:00 AM on-call duties on a weekly rotating basis with the aid of Telecommunications.
- B. Administrative on-call nurses shall be compensated two hundred seventy five dollars (\$275.00) for each week assigned to on-call duty.
- C. Administrative on-call nurses who need to make a field visit, for example, either for direct patient care or personnel supervision, shall be compensated \$10.00 for the visitation plus one and one-half (1 ½) times the regular hourly rate for time spent making the call.

4.15 Staff Meetings

There shall be staff meetings two (2) times per year when all classifications of employees (RNs, aides, DH) would be present.

Article 5 **PROBATIONARY PERIOD**

- 5.1 No employee shall attain seniority or other rights or benefits under this Agreement until they have 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 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, her seniority shall date back to her original hiring date. All employees who are promoted shall be on a probationary period for a period of ninety (90) days. Upon successful completion of the promotional probationary period, employees shall be permanently appointed to the new position.
- 5.2 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**

- 6.1 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 due to absence from work caused by layoff, illness or authorized leave of absence.

- 6.2 For the purpose of layoff, recall, promotion or transfer within the bargaining unit only, employees shall also accumulate seniority within their respective departments of employment. In the event of a permanent layoff, the employees youngest 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 recall from layoff, 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 work is equal, priority shall be given to the senior employee. The Town shall be the sole judge of the qualification of an employee to perform the required work.
- 6.3 The Town agrees to furnish the Union with a seniority list showing the bargaining units members, together with the length of service of such employees within their respective departments of employment, upon request.
- 6.4 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 report to work within ten (10) days after notice of recall is sent by certified mail to the last home address on file with the Town.
- 6.5 Laid off full-time employees with the most seniority shall be rehired first, 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 Town's website and on the Union bulletin board. Employees shall be allowed seven (7) full working days from the date of posting to apply for such vacancy or new position. The Town shall refrain from recruiting outside applicants during this period.
- 7.2 If, in the sole discretion of the Town, there are two (2) employees having equal qualifications, the most senior employee shall be advanced. Nothing herein contained shall guarantee that vacancies and new positions will be filled from within the bargaining unit.
- 7.3 In the event that the vacancy cannot be filled within the unit, the position may be advertised outside.

- 7.4 An employee performing temporary services in a position classified higher than the employee's own shall be paid at the step on the wage scale for the higher position which is the same as the step the employee had attained on the wage schedule for the employee's regular position.
- 7.5 If a budgeted bargaining unit position is filled temporarily by a non-bargaining unit member, the pay rate shall be the entry-level rate for the position until permanent appointment is made. No seniority rights shall accrue for temporary employees and no benefits shall be provided to temporary personnel.

Article 8

COMPENSATION

- 8.1 As of the effective date of this Agreement, employees shall be compensated according to the Compensation Schedule, which is attached to and made a part of this Agreement as Appendix A 2. The wage increase for each year of the contract is as follows: Year 1 - 2.25%; Year 2 - 2.25%; Year 3 - 2.25%. In cases of emergency, the payday may be moved no more than two (2) business days following the emergency.
- 8.2 Employees hired on or before July 1, 2015 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 | \$600.00 |
| After ten (10) years | \$800.00 |
| After fifteen (15) years | \$1050.00 |
| After twenty (20) years | \$1200.00 |
- 8.3 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 paydays following December 1 and June 1. Longevity shall be paid only as earned and not in advance.
- 8.4 Employees shall be paid on a bi-weekly basis beginning July 1, 2016, by mandatory direct deposit to the employee's designated bank accounts.

Article 9

INSURANCE

- 9.1 Employees working at least twenty-eight (28) hours per week, and their dependents, are eligible to participate in the insurance benefit plan set forth and agreed to by the Town and the Union in Appendix C. Provided, however, that all

current employees may continue to participate in said insurance benefit plan as grandfathered exceptions. No employee hired after August 1, 1994, who works less than twenty-eight (28) hours per week, shall be eligible for health insurance benefits. And further, any employee working twenty-eight (28) to thirty-seven (37) hours per week, hired after July 1, 2005, shall pay a pro-rated cost share, based on hours worked, for health insurance benefits.

- 9.2 Disability Insurance providing income of $66 \frac{2}{3}$ % of base weekly wage per week to a maximum of \$600 per week in the event of disability with a thirteen (13) week maximum.
- 9.3 Group Life Insurance for each employee in the amount equal to her annual wage rounded up to the nearest \$1,000, with a minimum of \$10,000 and a maximum of \$100,000.
- 9.4 Additional Accidental Death and Dismemberment Insurance in the amount of One Hundred Thousand (\$100,000.00) Dollars.
- 9.5 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 Worker's 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 not to exceed six (6) months. Absence during such injury shall not be charged to an employee's earned time (vacation, sick leave, etc.).
- 9.6 The Town will continue to provide the benefits enumerated in this Article to all retired employees and their eligible dependents until age 65; the full cost of such continuance shall be paid by the retiree. Eligible retirees and retirees over age 65 may purchase supplemental insurance at group rates through the Town.
- 9.7 The provisions relating to the Health Insurance Waiver are set forth in the Coalition Agreement on Insurance and Pension Benefits, attached hereto.
- 9.8 The Town reserves the right to change insurance carriers as long as the benefits and coverage remain substantially equivalent to those enumerated in this Agreement. If the Town does change carriers, it shall notify the Union as soon as possible, but no later than thirty (30) days in advance of such change.
- 9.9 Employees on Short Term Disability, FMLA leave, or those on Workers' Compensation leave shall pre-pay his or her portion of the health premium on a monthly basis.
- 9.10 The Town of Berlin shall continue its practice of providing malpractice insurance for all nurses ~~and dental hygienists~~. m# / DMM

- 9.11 The parties agree to the provisions regarding the excise tax on health insurance plans, or Cadillac Tax, as set forth in the Coalition Agreement on Insurance and Pension Benefits and side letter, attached hereto.

Article 10
PENSIONS

- 10.1 The provisions relating to the Pension are set forth in the Coalition Agreement on Insurance and Pension Benefits, attached hereto.

Article 11
HOLIDAY PAY

- 11.1 The following shall be recognized as paid holidays irrespective of the day on which they fall and all employees shall receive a regular day's pay at their regular straight time hourly rate.

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Christmas Eve

Labor Day
Columbus Day
~~Veterans Day~~ m f / Dmm
Thanksgiving Day
Day after Thanks giving
Christmas Day

Three (3) floating holidays as approved by department head between July 1st and June 30th – no accrual from year to year.

Floating holidays for new employees shall be pro-rated in the first year of employment.

Holidays which fall on Saturday shall be observed on the preceding Friday;

Holidays which fall on Sunday shall be observed on the following Monday.

Only an employee who works on Easter Sunday shall be paid at one and one-half (1½) times her regular rate, receive an additional twenty-five dollar (\$25.00) payment and be entitled to an additional seven and one-half (7.5) hours of compensatory time.

- 11.2 Effective July 1, 2010, Homecare staff shall be eligible for two (2) personal days to conduct business that may not be transacted during working hours. Effective July 1, 2011, Homecare staff shall be eligible for three (3) paid personal days to conduct business that may not be transacted during working hours. Effective July

1, 2012, Homecare staff shall be eligible for four (4) paid personal days to conduct business that may not be transacted during working hours.

Effective July 1, 2010, School personnel shall be eligible for one (1) paid personal day to conduct business that may not be transacted during working hours. Effective July 1, 2011, School personnel shall be eligible for two (2) paid personal days to conduct business that may not be transacted during working hours. Effective July 1, 2012, School personnel shall be eligible for three (3) paid personal days to conduct business that may not be transacted during working hours.

- 11.3 In order to qualify for holiday pay, employees must have worked the last five (5) hours of the last scheduled work day preceding the holiday, and the first five (5) hours on the first scheduled work day succeeding the holiday, unless excused by their immediate supervisor.
- 11.4 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.
- 11.5 All earned and accrued personal and sick time of employees provided by this Agreement may be used in increments of one half (1/2) hour.
- 11.6 An employee who works on a holiday shall be paid time and one-half (1 ½) for all hours worked, plus holiday pay, except as otherwise provided herein.
- 11.7 School Health Aides shall receive holiday pay only for those holidays which fall within the school year.

Article 12

VACATIONS

- 12.1 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:

LENGTH OF EMPLOYMENT

VACATION

One (1) year
Five (5) years
Ten (10) years
Twenty (20) years

Two(2) weeks
Three (3) weeks
Four (4) weeks
Five (5) weeks

- 12.2 In the mutual effort to promote harmony and understanding, employees shall request vacation time as far in advance as practicable, but no more than four (4) months in advance, and supervisors shall approve such requests within two (2)

weeks. 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 employee and supervisor to agree upon an alternative vacation period. When necessary, preference as to time of taking vacation shall be given to employees of greater seniority.

- 12.3 Vacation days shall be earned on a pro rata basis from the date hired until July 1 during the first year of employment (see Appendix B). All vacation time shall normally be taken in the Fiscal Year (July 1 through June 30) in which it is earned. However, a portion of that year's vacation time may be used through November 1st provided written notice of intended dates of use is provided by the employee to the Town Managers office prior to June 30. There shall be no carryover of vacation time from year-to-year. Exceptions shall be made in the sole discretion of the Town Manager, and shall not be subject to the grievance or arbitration provisions of this Agreement. School staff must use their accumulated time prior to the end of the fiscal year.

School nurses hired on or after September 1, 2015, shall not be able to utilize vacation days during school days, except in the event that school is cancelled.

- 12.4 During the year in which an employee becomes eligible for an additional week of vacation, the additional time will be allocated on the July 1st, which begins, said fiscal year.
- 12.5 Vacation time shall be earned month by month on a pro rata basis.
- 12.6 Vacation time periods may start and end any day of the week desired by the employee. Subject to Paragraph 12.2 above.
- 12.7 In the event an employee is ill during a vacation period, such time shall not be charged to vacation leave but to sick leave, providing the employee presents a medical certificate to the Town verifying illness.
- 12.8 Upon termination of employment with the Town in good standing, the employee shall be paid for accumulated and unused vacation time, and such payment shall be paid to the employee (or if deceased, to the employee's estate). In no event shall such payment exceed five (5) weeks of pay. For employees hired on or after September 1, 2015, such payment shall be capped at three (3) weeks of pay.
- 12.9 School personnel shall not be compensated for hours not worked due to school vacations or closings due to emergencies, which shall include inclement weather.
- 12.10 School personnel shall suffer no loss of pay when schools are dismissed early or delayed opening.
- 12.11 There shall be no advance vacation pay.

Article 13
SICK LEAVE

- 13.1 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. Beginning July 1, 2016, use of sick leave for an employee's spouse or child, or other dependent domiciled with the employee, shall not exceed ten (10) days per year. Sick leave shall be used in increments of at least one-half (1/2) hour.
- 13.2 Regular home care employees shall earn sick leave credits at the rate of one and one quarter (1 ¼) normal work day for each month of the year. School Nurses working during July and August shall receive sick time prorated upon the number of weeks that the employee works. Sick leave may be cumulative to one hundred fifty (150) days. There shall be no accrual of sick leave if an employee is out on short or long term disability or is receiving workers' compensation.
- 13.3 For any absence for which sick leave is claimed, notice must be given on the scheduled work day to the Administrator, Supervisor of Clinical Services or the Administrative On Call Nurse two (2) hours prior to the starting time. The Town may require evidence of eligibility in the form of a physician's certificate 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. Such certificate shall state that there is an illness or injury and the expected duration of absence.
- 13.4 The Town reserves the right to require the employee to submit to a physical examination by a doctor of the Town's choice and at the Town's expense.
- 13.5 Regular part-time employees shall earn sick leave on a pro-rata basis in accordance with the schedule set forth above.

Article 14
LEAVE OF ABSENCE

- 14.1 Leaves of absence without pay with position held may be granted by the Town Manager for a definite period not to exceed one (1) year. Application for such leave of absence must be made in writing to the employee's Department Head stating the reason for the request and the length of time desired. The Department Head shall make a recommendation to the Town Manager to approve or deny the request. During periods of approved leave of absence without pay, employees may elect to continue participation in the Town's health insurance plan subject to the employee contribution 102% or the COBRA costs associated with such

participation. Additionally, all other contractual benefits shall cease during the period of approved leave of absence, including but not limited to vacation accrual, seniority, sick leave accrual, and holiday payments.

- 14.2 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. If the jury is excused during the normal workday, the employee will immediately return to work in accordance with his/her normal work schedule.
- 14.3 Benefits will not accrue during periods of unpaid leave of absence.

Article 15 **BEREAVEMENT LEAVE**

- 15.1 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.
- 15.2 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.
- 15.3 Special leave of absence of up to a maximum of two (2) consecutive 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, Daughter-in-law, Son-in-law, if the decedent's funeral is out of state; otherwise such leave shall be one (1) day.
- 15.4 The Town may require proof of death before granting special leave under Paragraphs 15.1, 15.2 and 15.3 above.

Article 16 **DISCHARGE AND DISCIPLINE**

- 16.1 No employee shall be discharged, demoted or otherwise disciplined without good and sufficient cause.
- 16.2 All disciplinary actions may be appealed through the established grievance procedure except as provided in Article V of this Agreement.

Discipline shall normally proceed in the following order:

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

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

After receiving discipline, if an employee goes for two (2) years without further disciplinary action, the initial discipline received shall not be used for the purpose of progressive discipline as listed above.

Article 17

GRIEVANCE AND ARBITRATION

- 17.1 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.

STEP ONE: The Union Steward and the aggrieved employee shall present the grievance in writing to her immediate supervisor not later than ten (10) working days after the occurrence of the incident giving rise to the grievance. The grievance must set forth the specific section of the Agreement involved. 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 the steward and/or the president who shall attempt to settle it within ten (10) working days. A written response shall be submitted to the employee and the steward within the five (5) working days after the discussion.

STEP TWO: If the employee or the Union is not satisfied with the supervisor's Step One response, the grievance may be submitted to the appropriate department head within ten (10) working days thereafter. If submitted, the grievance shall be discussed with the employee and a steward of the Union and the Department Head who shall attempt to settle it within ten (10) working days. A written response shall be submitted to the employee and the steward within the ten (10) working days after the discussion.

STEP THREE: If the employee or the Union is not satisfied with the Department Head's Step Two response, grievance may be submitted to the Town Manager or his or her authorized representative. The Town Manager shall meet with the Union and provide a written answer to the grievance. In the event they are unable

to settle the grievance within ten (10) working days of the submission, it may be submitted by the Union for arbitration as provided below.

- 17.2 **STEP FOUR: ARBITRATION.** 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 Board of Mediation and Arbitration. 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. Within twenty (20) days of notice to the Town of the Union's submission to arbitration, the Town may elect and pay for full costs of American Arbitration Association (AAA) arbitration.
- 17.3 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.
- 17.4 The fee and expenses of arbitration at the State Board of Mediation and Arbitration, excluding legal fees, shall be borne equally by the parties.
- 17.5 Any grievances 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.
- 17.6 By mutual agreement, the parties may submit a grievance for expedited arbitration at the Connecticut State Board of Mediation and Arbitration.
- 17.7 Days as referred to in this Article exclude Saturdays, Sundays and designated holidays.

Article 18

UNION BUSINESS

- 18.1 The Town shall allow time off without loss of pay or benefits up to a total of twenty-one (21) hours per calendar year for officers for Union business limited to attendance at conventions or educational conferences. The Union shall notify the Town Manager'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.
- 18.2 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.

- 18.3 No more than four (4) members of the Union shall be allowed work release time, with pay, for the purpose of contract negotiations. Meetings shall be scheduled alternatively on town time and personal time.
- 18.4 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 VNA Director or, in the Director's absence, the Town Manager. Requests for work release time for the purpose stated herein shall not be unreasonably denied.

Article 19
MISCELLANEOUS PROVISIONS

- 19.1 The Town agrees to provide the Union with a bulletin board located in the Employee's Lounge 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 Town Manager, which shall not be unreasonably denied.
- 19.2 The Town shall furnish each employee with a copy of this complete Agreement.
- 19.3 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 of absence, via Payroll Change Notice.
- 19.4 The Union acknowledges that the Town Manager has sole discretion for determining any weather related late openings or early closings and sole discretion in deciding whether employees shall be charged accrued time for such lost hours of work. The Town agrees that these decisions shall not be left to individual department heads, but shall be made by the Town Manager and consistently applied to all bargaining unit members.
- 19.5 Uniform Allowance
- A. Nurses and Aides shall receive a one hundred fifty dollar (\$150.00) clothing allowance to be paid in September each fiscal year.
 - B. The Uniform allowance will be prorated for those nursing employees who are less than full-time equivalent.
 - C. Nursing employees must submit receipts for purchases before payment of the uniform allowance semi-annually.
 - D. All employees shall be required to wear agency approved uniforms.

19.6 School Personnel Responsibilities

- A. School personnel shall not be assigned clerical responsibilities by school administrators, such as pupil attendance and tardiness monitoring, tardy classroom passes, lunch room orders for tardy students, or any other task not deemed related to the operation of the health room in collaboration with the Agency Administration.
- B. School late openings or early closings shall be determined by the Board of Education Administrator.
- C. Each School nurse shall be responsible for maintenance of the health room supply account budget, ordering and inventory of supplies in their school.

19.7 The Town of Berlin shall reimburse each nurse annually for the State nursing license fee.

19.8 Beginning July 1, 2016, the Town shall furnish each home care employee with a cell phone to be used for agency business.

Article 20
ACCESS TO INFORMATION

The Town agrees to provide to the Union upon adequate notice, materials and information pertinent to the proper administration of this Agreement or its successors.

Article 21
EMPLOYEE REVIEW OF OFFICIAL PERSONNEL RECORDS

- 21.1 Employees desiring to review their official personnel records will be permitted to do so by scheduling an appointment with the Director of Human Resources.
- 21.2 The employee will be afforded the opportunity to put on record any statement she wishes to make about unfavorable information contained in the official records. Any statement must be submitted within thirty (30) calendar days of receipt of correspondence per Paragraph 21.3 below. It is further agreed that any material, which has not been disclosed to the employee, cannot be used as a basis for disciplinary action.
- 21.3 Copies of all materials placed in the employee's file, subject to applicable laws, shall be given to the employee. No material shall be added to the employee's file without her knowledge.

Article 22
NO STRIKES OR LOCKOUTS

- 22.1 The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, work stoppages, mass absenteeism, mass resignation 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.
- 22.2 The Town agrees that it will not lockout the employees during the term of this Agreement.

Article 23
HEALTH AND SAFETY

- 23.1 The Union may designate a representative on the Town's Safety Committee.

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 and received written approval from the Town Manager, subject to the provisions of this article.
 - 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 bargaining unit.
 - C. The rate of reimbursement shall be fifty percent (50%) of tuition or costs of the course. 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 better.

- E. All such education and/or training must occur during non-duty hours unless approval is received in advance by the Town Manager. Employees shall not be paid for attendance at any such education or training program under this Article.
- 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.

24.2 State Licensure Regulations that require twelve (12) hours of In-Service Competency Assessment shall be accomplished annually. The materials will be developed by the Supervisor of Clinical Services on an annual basis and rotated among staff members on a monthly basis. The Home Care staff shall accomplish this requirement in their assigned month during their normal work day. The School staff shall be allotted up to twelve (12) hours, at their convenience, during their assigned month to accomplish this requirement. The School staff shall be paid up to twelve (12) additional hours above their regular hours of pay, if so used, at their straight time home care rate of pay. If Home Care staff are unable to complete their in-service in the assigned month, they shall be allotted the time to accomplish the in-service in a later month.

Article 25

PART TIME EMPLOYEES

Permanent part-time employees shall be entitled to all rights and benefits contained in this Agreement with the following limitations:

- A. Participation in the insurance benefit plan set forth in Article IX of this Agreement is limited to employees working at least twenty-eight (28) hours per week and their dependents.
- B. Employees shall be granted all benefits provided herein with such benefits prorated, based on the employee's workweek of thirty-five (35) hours.
- C. An employee who would normally be scheduled to work on a holiday shall be paid for such holiday, but shall not receive holiday pay if such day would not normally fall within the employee's work schedule.

Article 26
COMPENSATION STEP SCHEDULE

- 26.1 All employees shall advance to their applicable step annually on July 1st until reaching Step 4. Employees shall be advanced to the 6th year, 8th year and 10th year steps on the July 1st immediately following their 6th, 8th and 10th anniversary.
- 26.2 New employees shall be placed in the "Entry" step and shall remain in that step for one (1) calendar year, after which time they shall be advanced to Step I, and subsequently follow procedure I above.
- 26.3 Current employees promoted to the next classification shall be placed on their same step, but in the higher pay grade. Employees promoted to a classification higher than the next classification in sequence shall be placed on "Entry" step of the higher pay grade, provided the increase is at least equivalent to a step in the higher class.

Article 27
DURATION

- 27.1 This Agreement contains the full and complete agreement between the Town and the Union on all bargainable issues and neither party shall be required during the term hereof to negotiate or bargain upon any issue whether it is covered or is not covered in this Agreement.
- 27.2 This Agreement shall continue from the 1st day of July, 2015 until midnight on the 30th day on June, 2018.
- 27.3 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 mail not less than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, that parties have caused their names to be signed on this 26
day of January, 2016

FOR THE TOWN OF BERLIN

Denise M. McNair
Town Manager

FOR CONNECTICUT HEALTH CARE
ASSOCIATES, Unit #20

Mary Gloria 1/25/2016
President, CHCA

President, NUHHCE

Patty Murphy
Co-chair, Unit #20

Karen Bellini
Co-chair, Unit #20

Joan McQuate RN
Secretary, Unit #20

Rosemary Vasil

APPENDIX A

CHCA Wage Schedule 7-1-15 through 6-30-18											
FY	As of	Entry	1st	2nd	3rd	4th	6th	8th	10th	Increases	
SCHOOL HEALTH AIDES	15	7/1/2015*	15.65	16.25	16.81	17.34	17.90	18.73	19.51	20.27	2.25%
	16	7/1/2016	16.00	16.62	17.19	17.73	18.30	19.15	19.95	20.73	2.25%
	17	7/1/2017	16.36	16.99	17.58	18.13	18.71	19.58	20.40	21.20	2.25%
HOME HEALTH AIDES	15	7/1/2015*	16.69	17.30	17.90	18.44	19.11	19.96	20.66	21.40	2.25%
	16	7/1/2016	17.07	17.69	18.30	18.85	19.54	20.41	21.12	21.88	2.25%
	17	7/1/2017	17.45	18.09	18.71	19.27	19.98	20.87	21.60	22.37	2.25%
SCHOOL NURSE	15	7/1/2015*	29.95	30.82	31.69	32.56	33.46	34.29	35.17	36.05	2.25%
	16	7/1/2016	30.62	31.51	32.40	33.29	34.21	35.06	35.96	36.86	2.25%
	17	7/1/2017	31.31	32.22	33.13	34.04	34.98	35.85	36.77	37.69	2.25%
HOME CARE RN	15	7/1/2015*	33.41	34.41	35.42	36.48	37.59	38.67	39.84	41.02	2.25%
	16	7/1/2016	34.16	35.18	36.22	37.30	38.44	39.54	40.74	41.94	2.25%
	17	7/1/2017	34.93	35.97	37.03	38.14	39.30	40.43	41.66	42.88	2.25%

Employees advance to 6th, 8th, & 10th year steps on July 1st immediately following their 6th, 8th, & 10th anniversary.

* Effective retroactive to July 1, 2015.

APPENDIX B
VACATION CONVERSION SCALE

ANNIVERSARY DATE	RATE	2 WEEKS	3 WEEKS	4 WEEKS
July 1 – 15	1.00	10	15	20
July 16 – 31	0.9583	10	14.5	19.5
August 1 – 15	0.9167	9.5	14	18.5
August 16 - 31	0.8750	9	13.5	17.5
September 1 – 15	0.8333	8.5	12.5	17
September 16 – 30	0.7917	8	12	16
October 1 – 15	0.7500	7.5	11.5	15
October 16 – 31	0.7083	7.5	11	14.5
November 1 – 15	0.6660	7	10	13.5
November 16 – 30	0.6250	6.5	9.5	12.5
December 1 - 15	0.5833	6	9	12
December 16 – 30	0.5417	5.5	8.5	11
January 1 – 15	0.5000	5	7.5	10
January 16 – 31	0.4583	5	7	9.5
February 1 – 14	0.4167	4.5	6.5	8.5
February 15 – 29	0.3750	4	6	7.5
March 1 – 15	0.3333	3.5	5	7
March 16 – 31	0.2817	3	4.5	6
April 1 – 15	0.2500	2.5	4	5
April 16 – 30	0.2083	2.5	3.5	4.5
May 1 – 15	0.1666	2	2.5	3.5
May 16 – 31	0.1250	1.5	2	2.5
June 1 - 15	0.0833	1	1.5	2
June 16 - 30	0.0417	0.5	1	1

APPENDIX C
MEDICAL INSURANCE COALITION AGREEMENT

APPENDIX D
SIDE LETTER REGARDING HEALTH INSURANCE

In conjunction with the ratification of the collective bargaining agreement ("Agreement") between the Town of Berlin ("Town") and the Home Care and School Health Care Workers of Berlin, Unit #20, Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, American Federation of State, County and Municipal Employees, effective July 1, 2015 through June 30, 2018, the Town and the Union agree as follows:

If the Town receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

IN WITNESS WHEREOF, that parties have caused their names to be signed on this 26 day of January, 2016

FOR THE TOWN OF BERLIN

Denise M. McNair

FOR CONNECTICUT HEALTH CARE ASSOCIATES, Unit #20

Mary Florio 1/25/2016
President, CHCA

President, NUHHCE

Patty Murphy
Co-chair, Unit #20

Karen Sellini
Co-chair, Unit #20

Joan McKeate RN
Secretary, Unit #20

Rosemary Vasil