

AGREEMENT

BETWEEN

THE TOWN OF BERLIN, CONNECTICUT

AND

THE BERLIN MIDDLE MANAGEMENT ASSOCIATION

JULY 1, 2019 – JUNE 30, 2022

**MIDDLE MANAGEMENT ASSOCIATION  
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# **AGREEMENT**

**Between**

## **THE TOWN OF BERLIN MIDDLEMANAGEMENT ASSOCIATION AND THE TOWN OF BERLIN**

### **PREAMBLE**

The following Contract, effective as of July 1, 2019, by and between the Town of Berlin, hereinafter referred to as the Town, and the Town of Berlin Middle Management Association, hereinafter referred to as the Association, is designed to maintain and promote a harmonious relationship between the Town of Berlin and such of its employees who are within the provisions of the Contract, in order that more efficient and progressive public service may be rendered.

### **ARTICLE I RECOGNITION**

The Town recognizes the Association as the sole collective bargaining representative for Middle Management employees of the Town of Berlin with respect to rates of pay, wages, hours of work, and conditions of work, in accordance with the Certification of Association on December 3, 1981 by the Connecticut State Board of Labor Relations as set forth in Case #ME-6749 and under provisions of Public Act 78-375, except the Administrative Assistant to the Town Manager.

The Association recognizes the Town Manager and/or his/her designated representative or representatives as the sole and exclusive representative of the Town of Berlin for the purpose of collective bargaining.

### **ARTICLE II ASSOCIATION SECURITY**

Section I - Upon the submission of a voluntary written authorization signed by a member of the bargaining group, the Town agrees to deduct from the salary of the employee an amount equal to the membership dues by means of payroll deductions.

Section II - The deductions shall be made each payday and shall be remitted to the Union.

Section III - 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.

IV - The Town shall supply each member of the bargaining unit with a copy of this agreement.

### **ARTICLE III ASSOCIATION BUSINESS**

Section I - The Town shall allow time off with pay up to a total of forty (40) hours per calendar year for officers and/or members for Association business such as attendance at conventions or educational conferences. The Association shall notify the Town Manager's office of time and locations of such conferences.

Section II - Members of the negotiating committee shall receive regular salary for time spent conducting contract negotiations with the Town. The negotiating committee shall consist of no more than three (3) members of the Association for purposes of this section.

Section III - Members of the grievance committee shall receive regular salary for time spent attending grievance hearings with the Town or the State Board of Mediation and Arbitration. The grievance committee shall consist of no more than two (2) members of the Association for purposes of this section.

Section IV - The Association shall be allowed to conduct meetings in a Conference Room of the Town Hall after working hours. It is understood that the internal business of the Association shall be conducted during non-duty hours.

### **ARTICLE IV TOWN RIGHTS**

Section - I Rights of the Town -- Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, powers and authority held by the Town and any of its Departments, Agencies, Commissions or Boards pursuant to any Charter, General or special statute, ordinance, regulation or other lawful provisions, over matters involving the municipality, and the complete operational control over the policies, practices, procedures and regulations with respect to employees of the Berlin Middle Management Association, shall remain vested solely and exclusively in the Town of Berlin, including, but not limited to the following:

- Determine the standards of services to be offered by the Town departments;
- Determine the standards of selection of 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 or perform its work; and
- Fulfill all of its legal responsibilities.

The Town, however, shall not exercise, any of such rights, powers, or authority in a manner inconsistent with, or in violation of the terms of this Agreement or past practice of the parties. All other exercises of such rights, powers and authority shall not be subject to the grievance and arbitration procedure.

## **ARTICLE V HOURS OF WORK & OVERTIME**

### **HOURS OF WORK**

The normal working hours for members of the bargaining unit shall be the same as the established hours worked by other bargaining units within each Department or Division of the Town, to which the association member is assigned, but no less than twenty (20) hours per week.

### **OVERTIME**

Section I - It is mutually agreed that neither the Town nor the Association intends to substantially alter or change the customary number of hours worked by Association members.

Section II - Any non-exempt member who performs work specifically authorized by the Town Manager's Office in excess of a forty (40) hours work week shall be compensated at a rate equal to one and one half times (1 ½) an hourly rate based on his/her annual salary for that portion of such additional time worked which exceeds such forty (40) hours. (For any such work performed by any non-exempt member whose normal work week is 35 hours, time in excess of thirty-five (35) hours to forty (40) hours per week, inclusive, shall be given as compensatory time off. Such compensatory days off shall be taken by the member with the scheduling thereof being subject to the approval of the Town Manager or his/her designee, which approval shall not unreasonably be withheld.) Compensatory time must be used within 4 weeks of earning it. No more than thirty-five (35) hours of unused compensatory time may be accumulated at any given time. No more than two (2) consecutive days at a time may be used for compensatory time off. (See Appendix B – FLSA Classification)

Thirty-five (35) hour per week non-exempt employees who are called to work shall receive a minimum of two (2) hours of compensatory time.

Exempt employees who are called back to work due to unforeseen circumstances after having worked their regular weekly hours shall accrue compensatory time based on actual hours worked for such call-in after forty (40) hours. In the event that such work is for snow plowing or other non-exempt work, exempt employees shall receive one and one half times (1 ½) an hourly rate based on his/her annual salary.

Overtime shall not include attendance at meetings required of the employee, at annual budget hearings or town meetings, meetings with Town Manager and/or Town Council or sessions the employee may be asked to attend relative to his/her individual department's budget and/or responsibilities.

Section III - Prior approval - Any and all other overtime work requires prior approval of the Town Manager's office.

Section IV - Exempt staff who must attend planned activities (not meetings as defined in Section II above) that are scheduled outside of regular work hours (evenings and weekends) related to Town services will be eligible to accrue compensatory time off, with advanced supervisory approval, when such activities require a minimum of 2 hours per occurrence. When exempt staff are called to such activities or programs unexpectedly, compensatory time will be earned regardless of the 2 hour minimum. Compensatory time is not payable upon separation. Compensatory time cannot be exchanged for time previously taken.

## **ARTICLE VI ANNUAL SALARIES**

Section I - All annual salaries shall be in conformance with the salary schedule attached hereto as Appendix D. Appendix D reflects a 2.25% wage increase effective July 1, 2019, a 2.25% wage increase effective July 1, 2020 and a 2.25% wage increase effective July 1, 2021.

Section II - Each employee shall advance to the next highest step in the wage schedule on July 1, 2019, July 1, 2020 and July 1, 2021.

Section III – Effective July 1, 2019 the following step will be eliminated: Step 3; employees scheduled to move into an eliminated step will move on to the next available step. Effective July 1, 2020 the following steps will be eliminated: Step 4, 10, and 14; employees scheduled to move into an eliminated step will move on to the next available step. Effective July 1, 2021 the following step will be eliminated: Step 5; employees scheduled to move into an eliminated step will move on to the next available step.

Section IV - Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> of any year shall receive one year of credit towards the next highest step in the wage schedule on the first (1<sup>st</sup>) day of July immediately preceding the anniversary date of his/her employment.

Section V - Employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> of any year shall receive one year of credit towards the next highest step in the wage schedule on the first (1<sup>st</sup>) day of July immediately following the anniversary date of his/her employment.

Section VI - Each employee shall receive no less than the minimum individual salary increase set forth in Appendix D.

Section VII - Employees covered by this agreement will be paid by direct deposit to the employees' designated bank accounts on every other Friday.

## **ARTICLE VII HOLIDAYS**

Section I - The following holidays shall be recognized as paid holidays for all members of the bargaining unit:

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

Section II - When one of the foregoing holidays falls on a Sunday, the following Monday shall be observed and recognized as the holiday. When one of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed and recognized as the holiday. When a holiday falls during an employee's vacation, he/she shall not be charged vacation for that holiday. A bargaining unit

employee who is required to work on a holiday shall be paid at the rate of time and one half (1½) his/her regular work hourly rate for such hours plus their regular hours of work.

Section III - New hires will receive upon hire a pro-rated floating holiday bank based on their date of hire. If hired between July 1<sup>st</sup> and December 31<sup>st</sup> they will receive 2 floating holidays; if hired between January 1<sup>st</sup> and June 30<sup>th</sup> they will receive 1 floating holiday.

## **ARTICLE VIII VACATION**

Section I - Each member of the bargaining unit shall be entitled to vacation time in accordance with the following schedule:

<b>Length of Employment</b>	<b>Vacation Provided on July 1<sup>st</sup></b>
Over one (1) year	Eleven (11) days
Over five (5) years	Sixteen (16) days
Over ten (10) years	Twenty-one (21) days
Over twenty (20) years	Twenty-six (26) days

Section II - New hires are eligible for vacation in their first year of employment. The amount of vacation allotted will be based upon the new employee's date of hire following the scale below:

New staff hired between July and December:	5 days vacation upon hire	11 days on July 1 <sup>st</sup>
New staff hired between January and June:	0 days vacation upon hire	11 days on July 1 <sup>st</sup>

After the first year of employment, employee will follow the vacation schedule as outlined in Section I above.

Section III - During the year in which an employee becomes eligible for an additional week of vacation, the additional time will be allotted on July 1<sup>st</sup> which begins said fiscal year.

Section IV - 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 1<sup>st</sup> provided written notice of intended dates of use is provided by the employee to the Town Manager's Office prior to June 30<sup>th</sup>. Carry over of vacation time is limited to two (2) weeks.

Section V - Any previous year's vacation time not taken as of November 1<sup>st</sup> of the following fiscal year shall be lost unless an extension is requested by the member and authorized by the Town Manager's Office prior to July 31<sup>st</sup>.

Section VI - Upon voluntary separation of employment or layoff from the Town, the employee shall be paid for all accumulated and unused vacation time, and such payment shall be paid to the employee (or if deceased, final payments will be made in compliance with Connecticut State law). In no event shall such payment exceed four (4) weeks of pay.

Section VII - The Town recognizes that circumstances that may occur in rare situations where an employee may not be able to schedule their allotted vacation time during a particular fiscal year. In

recognition of these situations, payments can be made in lieu of taking vacation. Such payments are at the approval of the Town Manager and cannot exceed one week. Requests for payment in lieu of vacation time must be submitted in writing by the employee and contain the supervisor's agreement and recommendation, to the Town Manager no later than June 1<sup>st</sup>. Exceptions to this language are at the exclusive discretion of the Town Manager.

Section V - There shall be no advance vacation pay.

## **ARTICLE IX EMPLOYEE ILLNESS**

Section I – Major Illness - In the event that a bargaining unit employee contracts a debilitating illness, required major surgery or is beset by medical catastrophe (e.g. heart attack, cancer, etc.) the Town shall provide for the continuance of full salary for a period of six (6) months from the date of onset, provided that:

- a) Completed FMLA medical certification is forwarded by the physician to the Town substantiating the severity of the condition and all relevant facts.
- b) The employee takes reasonable care to follow physician's instructions.
- c) This article shall not apply in the case of Worker's Compensation claim.
- d) Such salary continuation shall cease at the end of the calendar month in the event of the employee's death, or simultaneous with a disability retirement.

Extension of paid leave may be granted by the Town Manager.

Section II – Minor Illness (Colds and Flu) – In mutual recognition of the Agreement that bargaining unit members are considered salaried personnel, it is understood that they shall act, responsibly in terms of their overall attendance and time away from work due to illness. Therefore, days off or days out sick shall not be measured in terms of arbitrary totals per year, but rather in terms of the efficiency and productivity of the department and the emergence of any pattern of lost time. Toward this end, the Town Manager shall notify the employee and the Union representatives that it wishes to meet concerning this matter.

- 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 the employee's discretion.
- Sick leave shall be allowed for lost time for medical, optical or dental appointments during working hours as approved by the supervisor.
- Members have the ability to use of to up to 5 sick days for an immediate family members' illness or injury. Immediate family member is defined as mother, father, sibling, spouse and/or child.

Abuse of sick leave, including failure to promptly return to work after receiving medical release shall be considered a matter of discipline leading up to, and including, discharge. A Department Head may require a doctor's certificate or other proof of illness when in his or her judgment such certificate appears warranted.



Section III - In the event any employee is taken ill or hospitalized during his/her vacation period, such time shall not be charged to vacation leave, provided a medical certificate is presented indicating the seriousness of the illness.

Section IV – The Town will place employees on Family and Medical Leave when appropriate. The FMLA is granted in conjunction with sick leave benefits, they are used concurrently. Failure to medically substantiate absences under this policy will result in loss of benefit.

Section V - Employees on unpaid Family and Medical Leave Act (FMLA) shall continue to pay their portion of the premium cost of their health insurance contribution out of pocket.

## **ARTICLE X BEREAVEMENT LEAVE**

Section I - 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.

Section II - 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.

Section III - Special leave of absence of one (1) working day with pay shall 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, and Son-in-law.

## **ARTICLE XI PERSONAL LEAVE**

Section I - In the event a member has personal business which cannot be transacted other than during the work day, three (3) days of leave will be granted at full pay. Such days may be taken on a half-day basis. Such leave is not cumulative from year to year.

Section II - New hires will receive upon hire a pro-rated personal leave bank based on their date of hire. If hired between July 1<sup>st</sup> and October 31<sup>st</sup> they will receive 3 personal days; if hired between November 1<sup>st</sup> and February 29<sup>th</sup> they will receive 2 personal days; and if hired between March 1<sup>st</sup> and June 30<sup>th</sup> they will receive 1 personal day.

## **ARTICLE XII LONGEVITY PAY**

Section I - Employees hired on or before July 1, 2011 shall, in addition to their regular pay, receive longevity pay in accordance with the following schedule:

<b><u>YEARS OF SERVICE</u></b>	<b><u>PAYMENT</u></b>
After five (5) years	\$450.00
After ten (10) years	\$800.00
After fifteen (15) years	\$1,050.00
After twenty (20) years	\$1,300.00

Employees shall receive longevity pay in two (2) payments on the pay days following December 1 and June 1. Longevity shall be paid only as earned and not in advance.

## **ARTICLE XIII PENSION PLAN**

The provisions relating to the pension are set forth in the Coalition Agreement on Insurance and Pension Benefits attached hereto as Appendix E

The Town agrees to allow a representative of this bargaining unit to sit on the Pension Investment Committee.

## **ARTICLE XIV INSURANCE**

Section I - Health Insurance Benefits shall be provided in accordance with the coalition agreement related to same, attached hereto as Appendix F.

The Town shall maintain existing Internal Revenue Code Section 125 pre-tax medical account, also known as a Flexible Spending Account, for the purpose of enabling eligible members to divert a portion of their gross salaries, prior to reduction for federal income taxes, into an account from which, during the course of the Plan Year, they can be reimbursed for the aforesaid Health Care costs and Dependent Care cost they or their covered dependents incur which are not covered by the Medical or Dental Plans described in this Agreement between the Town and the Association. Such election shall be optional for the employee. Annual contribution limits into the Flexible Spending Account are determined under IRS regulations

Section II - The Town will continue for the period of employment to provide double indemnity life insurance for members without cost to the member, in an amount rounded off to the nearest \$1,000.00 level of base salary.

Section III - The Town will continue all retired employees who so wish in all group medical plans until age 65. The full cost of such continuance shall be paid by each employee. Employees over age 65 may purchase supplemental insurance through the Town.

Section IV - Health insurance coverage for new employees shall become effective the first of the month following date of hire. When an employee terminates employment, insurance coverage shall end at the end of the month in which employment terminates.

Section V - For Town health insurance coverage, an employee hired on or after July 1, 2008 must work 28 hours or more a week to receive this benefit. Employees hired after July 1, 2019 must work 30 hours or more a week to receive this benefit.

Section VI - The Town shall provide Long-Term Disability coverage. Such coverage shall be 50% of pay less necessary and appropriate deductions.

Section VII - 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 for a period not to exceed one year the monetary difference between the employee's net biweekly straight time wages and benefits payable under the Act. Absence during such injury shall not be charged to an employee's earned time (vacation).

## **ARTICLE XV MISCELLANEOUS**

Section I - Members of the Town of Berlin Middle Management Association shall have the right to live outside the town; provided, however, that the individual makes adequate arrangements to permit a rapid return to duty in case of emergency.

Section II - The Town shall provide a complete set of bargaining unit job descriptions to the Association.

Section III - The Town shall provide up to \$250.00 annually to members of the Association whose duties require them to wear OSHA mandated safety equipment, provided receipt for reimbursement is submitted. Such reimbursements shall not include those items specifically exempted from payment under Section 1910.132 of OSHA as same may be amended from time-to-time, including ordinary clothing (such as sweat-shirts and tee-shirts) and other items used for protection from weather., It is expected that employees will wear safety equipment and uniforms at all times when at work. (See Appendix A). The clinical supervisor shall be provided with a Two Hundred Dollar (\$200.00) clothing allowance.

Section IV - The Town will provide all members of the bargaining unit who are presently receiving uniforms a sufficient number of complete uniforms and one (1) summer and one (1) winter jacket, and necessary foul weather gear where appropriate. The Town shall provide weekly cleaning of uniforms where necessary. (See Appendix A). To be eligible for this benefit, said employees must wear their uniforms at all times during working hours.

Section V - Use of Town Vehicles: Those employees (on 24-hour call) who currently have the use of a Town Vehicle shall retain the use of such vehicle during non-working hours for the purpose of responding to emergency calls. (See Appendix A)

Section VI - Meal Reimbursement - An employee working storm-related overtime or during a period of emergency shall be allowed a meal allotment of:

Breakfast	\$6.00
Lunch	\$7.50
Dinner	\$10.00

Documentation supporting the payment of meal allowance must comply with established policy of the Finance Department.

## **ARTICLE XVI NO STRIKES OR LOCKOUTS**

Section 1 - The Association and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, 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 Articles shall be subject to appropriate disciplinary action by the Town, up to and including discharge.

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

## **ARTICLE XVII EDUCATION AND TRAINING**

Section I - The Town agrees to establish and fund an account sufficient in the judgment of the Town Council to provide for the education and training needs of Middle Management personnel, to be administered by the Town Manager.

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. Written approval for the course or training program must be received prior to the onset of the program. Employee would request through their supervisor. The supervisor evaluates the request and makes recommendation to the Town Manager.
- B. Such education or training must be directly related to member's current job, or a specific future promotional opportunity that may occur within the Town. Promotional opportunities need not be limited to bargaining unit positions, but must be related to positions currently existing with the Town or those that the Town clearly intends to establish.
- C. The rate of reimbursement shall be up to fifty percent (50%) of tuition or costs of the course. Books, fees, transportation and miscellaneous expenses are excluded. There shall be a \$4,000 annual limit, pro-rated proportionately among the number of participants and the total tuition incurred.
- D. In order to receive reimbursement, the member must present to the Town Manager no later than June 15<sup>th</sup>:

- 1) Evidence of tuition payment in full.
  - 2) Evidence of satisfactory completion of the course, with a grade of "B" or a pass in instances where a course is offered on a pass/fail basis.
- E. All such education and/or training must occur during non-duty hours unless approval is received in advance by the Supervisor and Town Manager.
- F. Reimbursements will be made annually at the conclusion of the fiscal year.

## **ARTICLE XVIII SAVINGS CLAUSE**

If any article or section of this contract is declared invalid or unconstitutional for any reason, such declaration shall not affect the other articles, sections or portions thereof which shall be valid.

## **ARTICLE XIX APPOINTMENTS AND RECLASSIFICATIONS**

Section I - In the case of a vacancy or new unit position that may be established, the bargaining unit will be notified before such position is openly advertised competitively. The Town retains the right to select personnel to fill all vacancies and promotions in its sole discretion, but will give promotional preference to current qualified employees.

Section II - The Town shall give the job description of any new unit classification or unit vacancy to the Association as early as practical before it is released to the public, and shall post all job openings.

Section III - Any employee, when appointed by the Town Manager to fill a Middle Management vacancy or long term absence, on an acting basis shall receive a 7.5% increase over his/her regular salary for the period of time he/she fills both positions. If a Middle Management employee is asked to fill a Top Management vacancy, they will receive a 10% increase over his/her regular salary for the period of time he/she fills both positions.

Section IV - The Town shall not reduce the compensation of any employee by a change of title or description of job classification of the employee without reason and negotiation.

Section V – Probationary Period. No new employee shall attain seniority or other rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of one (1) year. During such period, he/she 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 Association shall have recourse to the grievance and arbitration procedure of this Agreement. Upon completion of an employee's probationary period, his/her seniority shall date back to his/her original hiring date. In the event of a promotion, the promoted employee shall serve a six (6) month probationary period. At the conclusion of this six (6) month, period, the employee shall either be permanently appointed or reassigned back to his/her former position.

Section VI - In the case of promotions, an employee shall go to that step in the new pay group which insures an increase.

## **ARTICLE XX GRIEVANCE PROCEDURE**

Section I - The term "grievance" shall mean a complaint by the Association, on behalf of one or more affected employees, that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement, or that a member of the bargaining unit has been warned, suspended, demoted or discharged without just cause.

Section II - Any claim which constitutes a grievance as defined above shall be processed in accordance with the following procedure, and in no other manner:

Section III - The Association, through its Grievance Committee consisting of not more than two (2) persons, shall present the grievance in writing to the employee's immediate supervisor within twenty (20) working days after he/she knew or should have known of the occurrence of the event or condition on which the grievance is based. The written grievance shall include a statement of the facts involved, the specific provision(s) of the Agreement alleged to have been violated, and the remedy requested. Within ten (10) working days after the Department Head or other appropriate supervisor receives the grievance, he/she shall meet with the Grievance Committee of the Association, and shall respond to the grievance in writing.

Section IV - If the Association is not satisfied with the response to the grievance at the previous step, it may within ten (10) working days after receipt of such response present such grievance in writing to the Town Manager or his/her designee. Within ten (10) working days after the Town Manager or his/her designee receives the grievance, he/she shall meet with the Grievance Committee, and shall respond to the grievance in writing.

Section V - If the Association is not satisfied with the response to the grievance at the previous step, it may within ten (10) working days after receipt of such response present such grievance in writing to the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association (AAA), at the election of the Association, for grievances involving dismissal or suspensions of over five (5) working days, or by mutual agreement of the parties with a copy to the Town. The Board shall hear and decide the case in accordance with its rules and regulations. However, the arbitrators shall hear and decide only one case at a time and shall have no power to add to, delete from, or modify in any way any of the terms of this Agreement. The decision of the arbitrators shall be final and binding on all parties.

Section VI - Any grievance not presented in writing within twenty (20) working days after the employee knew or should have known of the occurrence of the event or condition on which it is based shall be waived. Failure of the Town to respond in writing at any step of the grievance procedure within the appropriate time limit shall entitle the Association to appeal to the next step of the procedure without awaiting a response.

Section VII - Either party is entitled to representation of its choice at any level of the grievance procedure, provided that the costs of such representation shall be borne entirely by the party requesting it. The cost of arbitration, if any, shall be borne equally by the parties.

**ARTICLE XXI  
DISCIPLINE AND DISCHARGE**

Section I - A written warning or reprimand received by a member shall be inadmissible and of no force or effect for any purposes whatsoever two (2) years afterwards, unless during such year the member received another written warning or reprimand for the same or similar reason. Records of other penalty and disciplinary actions will be similarly voided if no further action has been taken after three (3) years following the date of the incident.

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

**ARTICLE XXII  
DURATION**


The effective date of the agreement shall be July 1, 2019, except as otherwise noted, and the agreement shall remain in effect until June 30, 2022 and shall continue in effect from year to year thereafter, until a new contract shall be negotiated and adopted. Either party wishing to negotiate a new contract shall notify the other in writing between one hundred and twenty days and one hundred and eighty days prior to the expiration of this Agreement of its desire to amend, modify or revise this Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused their names to be signed this 29 day of may, 2019.

TOWN OF BERLIN

  
\_\_\_\_\_  
Town Manager

BERLIN MIDDLE MANAGEMENT ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Negotiating Committee Member

## **APPENDIX A – EQUIPMENT, UNIFORMS AND VEHICLES**

Section I \$250. Annual Safety Equipment Allowance is applicable to the positions of Fleet Management Director, Foreman of Public Grounds, Superintendent of Highways and Grounds, Foreman of Highways, Assistant Director of Golf, Chief Fire Marshal, Foreman of Water Control, Foreman of Facilities, Building Inspector, Assistant Building Inspector, and Deputy Fire Marshal/EMD.

Section II Uniforms shall be provided for positions of Foreman of Public Grounds, Superintendent of Highways and Grounds, Fleet Management Director, Assistant Director of Golf, Foreman of Highways, Chief Fire Marshal, Foreman of Water Control, Foreman of Facilities, and Deputy Fire Marshal/EMD.

Section III Town vehicles are authorized for the positions of Foreman of Public Grounds, Foreman of Highways, Fleet Management Director, Superintendent of Highways and Grounds, Chief Fire Marshal, and Deputy Fire Marshal/EMD who are on 24 hour call for the Town.

Section IV All uniforms shall be Town approved uniforms.



## **APPENDIX B – FLSA CLASSIFICATION**

Administrative Assistant to TM	Non-exempt
Assessment Technician	Non-exempt
Assistant Building Inspector	Non-exempt
Assistant Children's Librarian	Non-exempt
Assistant Senior Center Director	Non-exempt
Children's Librarian	Non-exempt
Computer Technician	Non-exempt
Deputy Town Clerk	Non-exempt
Engineering Technician	Non-exempt
Foreman, Facilities	Non-exempt
Foreman, Highway	Non-exempt
Foreman, Public Grounds	Non-exempt
Foreman, WCC	Non-exempt
Reference Librarian / Digital Services	Non-exempt
Water Control Technician / Superintendent	Non-exempt
Account/Budget Analyst	Exempt
Assessor	Exempt
Assistant Director of Golf	Exempt
Assistant Director of Finance	Exempt
Assistant Town Planner / ZEO	Exempt
Building Inspector	Exempt
Chief Fire Marshal	Exempt
Clinical Nursing Supervisor	Exempt
Collector of Revenue	Exempt
Deputy Director of Public Works	Exempt
Deputy Fire Marshal / EMD	Exempt
Director of Social & Youth Svc	Exempt
Economic Development Director	Exempt
Fleet Management Director	Exempt
Head of Adult Services	Exempt
Head of Children & Teen Services	Exempt
Head of Circulation	Exempt
Information Technology Manager	Exempt
IT Specialist - Police	Exempt
Purchasing Agent	Exempt
Senior Center Director	Exempt
Social Worker	Exempt
Superintendent Highways and Grounds	Exempt
Superintendent of Recreation	Exempt
Town Planner	Exempt
Treasurer	Exempt

## **APPENDIX C – POSITIONS BY GROUP**

### **Group A**

Administrative Assistant  
Assistant Senior Center Director  
Children's Library Assistant  
Children's Librarian  
Reference Librarian / Digital Services  
Social Worker

### **Group B**

Assessment Technician  
Assistant Building Inspector  
Deputy Town Clerk  
Director of Social & Youth Services

Foreman of Facilities  
Foreman of Highways  
Foreman of Public Grounds  
Foreman of Water Control  
Head of Adult Services  
Head of Children & Teen Services  
Head of Circulation  
Purchasing Agent  
Senior Center Director  
Treasurer

### **Group C**

Assessor  
Assistant Finance Director  
Assistant Director of Golf  
Assistant Town Planner / ZEO  
Building Inspector  
Clinical Nursing Supervisor  
Collector of Revenue  
Deputy Fire Marshal/EMD  
Economic Development Director  
Fleet Management Director  
Information Technology Specialist - Police  
Superintendent of Recreation  
Water Control Technician/Superintendent  
Town Planner

### **Group D**

Chief Fire Marshal  
  
Deputy Director of Public Works  
Superintendent of Highways & Grounds

# APPENDIX D - SALARY SCHEDULE

**Group A**

Step	7/1/2019	7/1/2020	7/1/2021
1			
2			
3			
4	49,139		
5	50,385	51,519	
6	51,632	52,794	53,982
7	52,880	54,070	55,287
8	54,126	55,344	56,589
9	55,372	56,618	57,892
10	56,621		
11	57,868	59,170	60,501
12	59,115	60,445	61,805
13	60,363	61,721	63,110
14	60,987		
15	61,611	62,997	64,414
16	62,231	63,631	65,063
17	62,858	64,272	65,718
18	63,479	64,907	66,367
19	64,105	65,547	67,022
20	64,726	66,182	67,671
21	65,349	66,819	68,322

**Group B**

Step	7/1/2019	7/1/2020	7/1/2021
1			
2			
3			
4	64,031		
5	65,751	67,230	
6	67,476	68,994	70,546
7	69,197	70,754	72,346
8	70,920	72,516	74,148
9	72,638	74,272	75,943
10	74,361		
11	76,082	77,794	79,544
12	77,802	79,553	81,343
13	79,525	81,314	83,144
14	80,388		
15	81,247	83,075	84,944
16	82,109	83,956	85,845
17	82,970	84,837	86,746
18	83,796	85,681	87,609
19	84,620	86,524	88,471
20	85,446	87,369	89,335
21	86,272	88,213	90,198

**Group C**

Step	7/1/2019	7/1/2020	7/1/2021
1			
2			
3			
4	71,834		
5	73,849	75,511	
6	75,870	77,577	79,322
7	77,888	79,640	81,432
8	79,905	81,703	83,541
9	81,925	83,768	85,653
10	83,944		
11	85,962	87,896	89,874
12	87,984	89,964	91,988
13	90,000	92,025	94,096
14	91,012		
15	92,021	94,091	96,208
16	93,029	95,122	97,262
17	94,037	96,153	98,316
18	95,422	97,569	99,764
19	96,807	98,985	101,212
20	98,192	100,401	102,660
21	99,575	101,815	104,106

**Group D**

Step	7/1/2019	7/1/2020	7/1/2021
1			
2			
3			
4	96,422		
5	98,160	100,369	
6	99,901	102,149	104,447
7	101,639	103,926	106,264
8	103,386	105,712	108,091
9	105,125	107,490	109,909
10	106,865		
11	108,601	111,045	113,544
12	110,341	112,824	115,363
13	112,084	114,606	117,185
14	112,955		
15	113,827	116,388	119,007
16	114,695	117,276	119,915
17	115,566	118,166	120,825
18	116,439	119,059	121,738
19	117,310	119,949	122,648
20	118,180	120,839	123,558
21	119,053	121,732	124,471

## COALITION AGREEMENT - DEFINED CONTRIBUTION PLAN

### COALITION BARGAINING AGREEMENT

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

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

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

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

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

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

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

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

Denise M. McNair  
TOWN MANAGER

Walter 2nd Bl  
BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL  
222, CILU/CIPU, CILU #52

Alan Shih  
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

Des D  
BERLIN MIDDLE MANAGEMENT ASSOCIATION

## **EXHIBIT A**

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

### **Eligibility Date**

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

### **Employee Contributions**

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

### **Employer Matching Contribution**

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

### **Duration**

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

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

# COALITION AGREEMENT – MEDICAL PROGRAM

## COALITION BARGAINING AGREEMENT

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

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

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

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

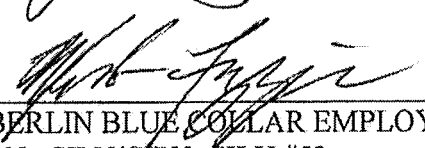
WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;

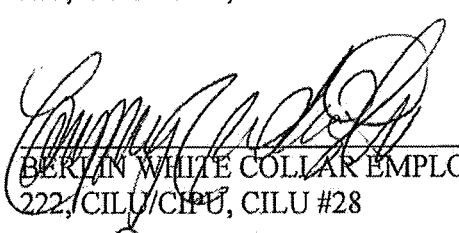
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:

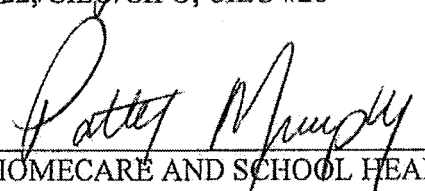
1. The updated MICA agreement effective July 1, 2017 shall replace the existing coalition health insurance provisions from the 2014-2017 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2017.
2. MICA shall remain in effect from the date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

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

  
TOWN OF BERLIN

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

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

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

  
BERLIN MIDDLE MANAGEMENT ASSOCIATION

  
THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56



# TOWN OF BERLIN MEDICAL PROGRAM

**July 1, 2017 - June 30, 2021**

## OPTION 1: Century Preferred PPO:

### NO CHANGE IN CURRENT PLAN DESIGN

<b>In-Network:</b> Hospital Co-pay Outpatient Surgery Co-pay Emergency Room Co-pay Urgent Care Office Co-pay (Prev/Sick/Specialist) Maximum <b>Out-of-Network:</b> Deductible (Ee/Ee+Sp/Family) 80% Coins to OOP Lifetime Maximum Dependent Child Age	<b>Employee Cost</b> \$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
<b>Prescription Drug:</b> 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:

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

### EMPLOYEE PREMIUM COST SHARES

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



# TOWN OF BERLIN MEDICAL PROGRAM

**July 1, 2017 - June 30, 2021**

## OPTION 2: High Deductible Plan & HSA:

\$2,000/\$4,000 High Deductible plan with HSA.

All Well Visits provided at no cost to the participant without impact on deductible.

Managed Rx with co-pays after deductible is met.

### Health Savings Account Funding:

**Plan Year 2017-2018**

**Town Funds 100% of Deductible**

50% in July 2017

50% in December 2017

*During the initial year, if an employee has a medical situation that incurs an expense beyond the balance of their deductible prior to January 1, 2018, the Town will fund the remaining portion of the deductible early to accommodate the employee's need to pay the expense.*

**Plan Year 2018-2019**

**Town Funds 50% of Deductible on July 1st**

**Plan Year 2019-2020**

**Town Funds 50% of Deductible on July 1st**

**Plan Year 2020-2021**

**Town Funds 50% of Deductible on July 1st**

### RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

**Vision:**

Blue View Vision Plan BVMO

**Dental:**

Rider A, B, C & D  
Dependent Child Coverage

Full

Yes

To age 26

### EMPLOYEE PREMIUM COST SHARES

**High Deductible with H.S.A.**

**Plan Year 2017-2018**

16% Employee Cost Share

84% Employer Cost Share

**Plan Year 2018-2019**

16% Employee Cost Share

84% Employer Cost Share

**Plan Year 2019-2020**

17% Employee Cost Share

83% Employer Cost Share

**Plan Year 2020-2021**

17% Employee Cost Share

83% Employer Cost Share



# TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2017 - June 30, 2021

## WELLNESS INCENTIVE

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

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

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

## INSURANCE WAIVER BENEFIT

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

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

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

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