

Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: June 22, 2021

SUBJECT: Police department uniform vendor bid waivers and purchase order approvals

Summary of Agenda Item:

Over the course of fiscal year 21/22, police department employees will utilize various vendors to purchase uniforms, clothing, and equipment in accordance with the amounts stipulated in their collective bargaining agreements. The Town reimburses these vendors on behalf of our employees. The vendors listed below are most commonly used due to favorable pricing, but not all of them carry the specific brands outlined in our uniform policy. The Town typically pays in excess of \$10,000 to one or more of these vendors during the fiscal year. It is impossible to predict where employees will make their purchases and in what amounts.

The following vendors may require purchase orders approvals in excess of \$10,000 for fiscal year 21/22: Security Uniforms Inc. (New Britain), New England Uniform (Bridgeport / Danbury), Connecticut Police Supply (Newington), Galls (internet based), and Mickey Finns (Berlin).

We are requesting a waiver of the Town's bidding process and approval to issue purchase orders in excess of \$10,000, but all together not to exceed the budgeted amount of \$52,100 in the uniforms account 001.15.1532.0.52300.00000.

Action Needed:

Move to waive the Town's bidding procedures and approve issuing purchase orders in excess of \$10,000, but all together not to exceed the budgeted amount of \$52,100 for the following uniform vendors: Security Uniforms Inc., New England Uniform, Connecticut Police Supply, Galls, and Mickey Finns, as this is in the best interest of the Town.

Attachments:

None

Prepared By: 
Deputy Chief Chris Ciuci

Agenda Item No. 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 23, 2021
SUBJECT: Communications System Maintenance Contract

Summary of Agenda Item:

The Town Council approved funding for the replacement of the police radio system in the 2017 budget and Utility Communications Inc. was selected to complete the project. One year of preventative and remedial maintenance of all items was included following acceptance of the project, which occurred on 06/28/2018. The agreement also provided that Utility Communications would provide optional annual pricing for continued maintenance years two through five.

Utility Communications has provided a quote for FY22 of \$10,400.00 and have provided this service for the police department since 2012. This amount was accounted for in the FY22 approved budget. The police department would like to continue using Utility Communications Inc. for their communications system maintenance, as they are most familiar with their equipment, system, and needs.

Action Needed:

Move to waive the Town's Bidding Procedure and approve issuing a purchase order for Utility Communications Inc. in an amount not to exceed \$10,400.00, as this is in the best interest of the town.

Attachments:

Certification of Sufficiency of Funds

Prepared By: 
Deputy Chief Chris Ciuci



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 23-Jun-21

Purchase Item or Contract: Radio Maintenance		Requested by: Chris Ciuci	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Communications System Maintenance	\$10,400.00	\$10,400.00
			-
			-
			-
			-
Account No. 001.15.1532.0.53245.00000 Maintenance & Repair			TOTAL \$10,400.00

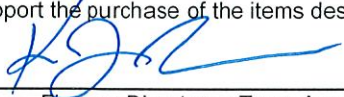
Budgeted Amount.....	\$33,000.00	Available balance.....	\$23,760.00
Encumbrances to Date.....	\$9,240.00	Amount Needed for This Package.....	\$10,400.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$13,360.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☐ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:



Finance Director or Town Accountant

☐ I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.

Finance Director or Town Accountant

Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 21, 2021
SUBJECT: Winslow Technology Computer Replacement



Summary of Agenda Item:

Within the 2021/2022 budget, the Police Department received funding for the replacement of department computers. This funding is located in account # 001.15.1532.0.53208.00000. Winslow Technology Group LLC of Waltham, MA is a Dell authorized vendor. They have an existing relationship with the Police Department and offer state contract #18PSX0264AG pricing. They have provided a quote for \$11,336.00.

Action Needed:


Move to approve the purchase of computers from Winslow Technology Group LLC for an amount not to exceed \$11,336.00 using State contract #18PSX0264AG.

Attachments:

Certification of Sufficiency of Funds
Quote

Prepared By:

Deputy Chief Chris Ciuci





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 21-Jun-21

Purchase Item or Contract: Purchase of computers		Requested by: Chris Ciuci	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Purchase of computers utilizing state contract #18PSX0264AG -	\$11,336.00	\$11,336.00
	not to exceed \$11,336.00		
			-
			-
			-
			-
TOTAL			\$11,336.00

Account No. 001.15.1532.0.53208.00000 Computer Equip.

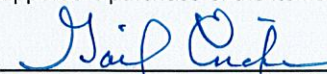
Budgeted Amount.....	\$33,000.00	Available balance.....	\$33,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$11,336.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$21,664.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☐ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist.Finance Director

☐ I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director



303 Wyman St. Ste 210, Waltham, MA 02451-1253
t. (781) 471-5021 f. (617) 507-6427

QUOTE

Number WTGQ34249
Date 6/18/2021
Expiration 7/18/2021

Sold To

Police Department - Berlin, Connecticut
Oscar Espinoza
240 Kensington Road
Berlin, CT 06037
United States

Phone 860-828-7170
Fax

Ship To

Police Department - Berlin, Connecticut
Oscar Espinoza
240 Kensington Road
Berlin, CT 06037
United States

Phone 860-828-7170
Fax

Account Executive

Alex Zahoruiko
617-852-8819
azahoruiko@winslowtg.com

Line	Qty	Description	Unit Amount	Ext. Amount
1	4	OptiPlex 7090 - 27" Monitor Stand	\$1,095.00	\$4,380.00
2		OptiPlex 7090 Ultra XCTO		
3		11th Generation Intel Core i5-1145G7 (4-Core, 8MB Cache, up to 4.4GHz, 28W, vPro capable)		
4		Windows 10 Pro English, French, Spanish		
5		No Microsoft Office License Include 30 day Trial Offer Only		
6		16GB (1x16GB) DDR4 non ECC memory		
7		M.2 512GB PCIe NVMe Class 40 Solid State Drive		
8		No Additional Hard Drive		
9		NO RAID		
10		90 Watt A/C Adapter		
11		US Power Cord		
12		Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1		
13		Wireless Bracket for M.2		
14		Wireless Driver, Intel Wi-Fi 6 AX201		
15		OptiPlex Ultra Height Adjustable Stand (Pro2) for 19"-27" displays		
16		DisplayPort to DisplayPort cable, 0.6m		
17		USB-C to USB-C cable, 0.6m		
18		USB-A to USB-B 3.0 cable, 0.6m		
19		No Selection		
20		No mouse selected on your system		

Line	Qty	Description	Unit Amount	Ext. Amount
21		Not selected in this configuration		
22		SupportAssist		
23		Dell(TM) Digital Delivery Cirrus Client		
24		Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)		
25		Waves Maxx Audio		
26		Dell SupportAssist OS Recovery Tool		
27		Dell Optimizer		
28		OS-Windows Media Not Included		
29		ENERGY STAR Qualified		
30		EPEAT 2018 Registered (Gold)		
31		SERI Guide (ENG/FR/Multi)		
32		Dell Watchdog Timer		
33		OptiPlex 7090 Ultra Quick Start Guide		
34		US Order		
35		No UPC Label		
36		Trusted Platform Module (Discrete TPM Enabled)		
37		Direct Ship from FSJ		
38		Shipping Material for Ultra and Pro2 stands (DAO)		
39		Shipping Label for DAO,BRZ		
40		Regulatory label, for FSJ Orders with 90W adapter		
41		No Hard Drive Bracket, Dell OptiPlex		
42		11th Gen Intel Core i5 label non-vPro		
43		Desktop BTO Standard shipment		
44		No Anti-Virus Software		
45		Custom Configuration		
46		No AutoPilot		
47		No Out-of-Band Systems Management		
48		No External ODD		
49		Dell Limited Hardware Warranty Plus Service		
50		ProSupport: 7x24 Technical Support, 5 Years		

Line	Qty	Description	Unit Amount	Ext. Amount
51		ProSupport: Next Business Day Onsite 5 Years		
52		Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport		
53	3	OptiPlex 7090 - 34" Monitor Stand	\$1,119.00	\$3,357.00
54		OptiPlex 7090 Ultra XCTO		
55		11th Generation Intel Core i5-1145G7 (4-Core, 8MB Cache, up to 4.4GHz, 28W, vPro capable)		
56		Windows 10 Pro English, French, Spanish		
57		No Microsoft Office License Included 30 day Trial Offer Only		
58		16GB (1x16GB) DDR4 non ECC memory		
59		M.2 512GB PCIe NVMe Class 40 Solid State Drive		
60		No Additional Hard Drive		
61		NO RAID		
62		90 Watt A/C Adapter		
63		US Power Cord		
64		Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1		
65		Wireless Bracket for M.2		
66		Wireless Driver, Intel Wi-Fi 6 AX201		
67		OptiPlex Ultra Large Height Adjustable Stand (Pro2) for 30"-40" displays		
68		DisplayPort to DisplayPort cable, 0.6m		
69		USB-C to USB-C cable, 0.6m		
70		USB-A to USB-B 3.0 cable, 0.6m		
71		No Selection		
72		No mouse selected on your system		
73		Not selected in this configuration		
74		SupportAssist		
75		Dell(TM) Digital Delivery Cirrus Client		
76		Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)		
77		Waves Maxx Audio		
78		Dell SupportAssist OS Recovery Tool		
79		Dell Optimizer		
80		OS-Windows Media Not Included		

Line	Qty	Description	Unit Amount	Ext. Amount
81		ENERGY STAR Qualified		
82		EPEAT 2018 Registered (Gold)		
83		SERI Guide (ENG/FR/Multi)		
84		Dell Watchdog Timer		
85		OptiPlex 7090 Ultra Quick Start Guide		
86		US Order		
87		No UPC Label		
88		Trusted Platform Module (Discrete TPM Enabled)		
89		Direct Ship from FSJ		
90		Shipping Material for Ultra and Pro2 stands (DAO)		
91		Shipping Label for DAO,BRZ		
92		Regulatory label, for FSJ Orders with 90W adapter		
93		No Hard Drive Bracket, Dell OptiPlex		
94		11th Gen Intel Core i5 label non-vPro		
95		Desktop BTO Standard shipment		
96		No Anti-Virus Software		
97		Custom Configuration		
98		No AutoPilot		
99		No Out-of-Band Systems Management		
100		No External ODD		
101		Dell Limited Hardware Warranty Plus Service		
102		ProSupport: 7x24 Technical Support, 5 Years		
103		ProSupport: Next Business Day Onsite 5 Years		
104		Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport		
105	4	Dell 27 USB-C Monitor - P2719HC	\$325.00	\$1,300.00
106	3	Dell 34 Curved USB-C Monitor - P3421W	\$610.00	\$1,830.00
107	3	Dell USB Slim DVD±RW drive - DW316	\$35.00	\$105.00
108	7	Logitech MK540 Advanced Keyboard and Mouse Combo - Wireless - Black	\$52.00	\$364.00

Line	Qty	Description	Unit Amount	Ext. Amount
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****Notes:**
 Contract 18PSX0264AG

*Total:	\$11,336.00
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***Plus Applicable Taxes**

Subject to manufacturer return policies, hardware, accessories, peripherals, and parts may be returned within 30 days from the date on the invoice for a credit or a refund of the purchase price paid, less any applicable restocking fees. Please note, software is not eligible for returns, credits, or refunds.

Agenda Item No.: 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 23, 2021
SUBJECT: Purchase Auto Parts and supplies from various vendors, utilizing the State of Connecticut Department of Administrative Services Contract #19PSX0189 and others for the fiscal year 2020/2021.

Summary of Agenda Item:

Over the course of the 2021/2022 fiscal year, the Fleet Garage is anticipating utilizing various vendors for parts and supplies for both cars and heavy-duty trucks. The Garage receives a minimum of two price quotes for approximately 80% of the purchases, looking at both cost and availability. The Garage will then purchase from the vendor that best suits the Town's operation at that point in time.

There are some contracts both through the State of Connecticut Department of Administrative Services and others are awarded through other purchasing agreements, such as U.S. Communities utilized for these purchases.

Jim Simons has anticipated the following expenditures for the Fiscal Year 2021/2022:

N.A.P.A. Auto	\$30,000	Source Well Contract (062916-GPC)
Advanced Auto	\$25,000	U.S. Communities Contract
Fleet Pride	\$20,000	No Contract
Tasca Ford	\$30,000	State of CT Contract (19PSX0189)

Cumulatively, the expenditures listed above, and other vendors approved for less than \$10,000 should not exceed \$125,000 for our Auto Parts Account.

Action Needed:

Move to approve the purchase of auto parts and supplies using the Source Well Contract (062916-GPC) from N.A.P.A. Auto Parts for an amount not to exceed \$30,000.

Move to approve the purchase of auto parts and supplies using the above U.S. Communities Contract from Advanced Auto for an amount not to exceed \$25,000.

Move to waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Fleet Pride for an amount not to exceed \$20,000, since this is in the best interest of the town.

Move to approve the purchase of auto parts and supplies using the above State of Connecticut Department of Administrative Services Contract # 16PSX0069 from Tasca Ford for an amount not to exceed \$30,000.

Attachments:

None

Prepared By:

James C. Simons, Fleet Manager

Agenda Item No.: 13
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 22, 2021

SUBJECT: Purchase of six (6) 18,000 mobile wheel lifts for use in the Fleet Garage.

Summary of Agenda Item:

Jim Simons, Fleet Manager, has identified a need for a second heavy truck lift system at the Fleet Maintenance Garage. The shop has seen a steady increase over the years of Heavy-duty maintenance and repair work that requires a heavy-duty truck lift.

Our current truck lift is an in ground 2 post lift capable of lifting a two-axle truck weighing up to 70,000 lbs. It was installed in 1987. The new proposed lift is made up of 6 independent mobile wheel lifts. Each lift has a capacity of lifting 18,000 lbs. with the system having a total capacity of lifting 108,000. Being mobile, this new lift could be used anywhere within the shop or even outside in the parking lot and allows the technicians the ability to lift 3 axle trucks.

Within the Fleet Garage budget is funding located in a capitol account named "Building Renovation" account # 500.20.2035.0.54000.00300. These funds were accumulated during previous years for unexpended capital projects such as the office, doors etc. and were never enough to fully renovate the main shop area. Jim Simons believes these funds would be better utilized to purchase this needed equipment.

The cost of the new Lift System including safety jack stands is \$64,604. Jim Simons is requesting the transfer of \$70,000 from #500.20.2035.0.54000.00300 "Building Renovation" account into #500.20.2035.0.54000.00114 Shop Equipment.

Also, please approve the purchase of 6 Mobile column truck lifts #FCHW618 and 6, 20,000 lb. screw adjustable #RS20SLY utilizing State DAS contract # 17PSX0074.

Action Needed:

Move to Transfer fund \$70,000 from Building Renovation into Shop Equipment for the purchase of Forward Lift 6, 18,000 lb. capacity mobile column lifts and safety supports.

Move to purchase six (6) "Forward Lift", 18,000 lb. capacity mobile column lifts and safety supports from Vehicle Service Group of Madison IN. These are sold through the local dealer "Viking Garage" equipment utilizing CT DAS contract # 17PSX0074 for an amount not to exceed \$70,000.

Attachments:

Certification of Sufficiency of Funds
Budget Transfer Form

Prepared By: 
James C. Simons, Fleet Manager



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 1-Jul-21

Purchase Item or Contract: Garage		Requested by: Jim Simons	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Vehicle Lifts	\$70,000.00	\$70,000.00
			-
			-
			-
			-
TOTAL			\$70,000.00

Account No. 500.20.2035.0.54000.00114

Budgeted Amount.....	\$70,354.13	Available balance.....	\$70,354.13
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$70,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$354.13

Is a budget change needed? ☒ Yes ☐ No

If so, has a budget change been prepared? ☒ Yes ☐ No

☐ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:

Finance Director or Assist.Finance Director

☒ I certify that a budget change in the amount of \$ 70,000 must be processed concurrently with this certification to support this commitment.



Finance Director or Assist.Finance Director



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Fleet Department	Fiscal Year:	FY21	Date:	6/28/21
To Acct #:	500.20.2035.0.54000.00114	Description:	Shop Equipment	Amount:	\$70,000.00
				Requested by:	<i>[Signature]</i>
Are there funds from another account which can be requested: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	500.20.2035.0.54000.00300	Description:	Building Renovation	Amount:	\$70,000.00
				Approved by:	<i>[Signature]</i>

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Provide funding for a new mobile lift system to lift trucks. The new proposed lift is made up of 6 independent mobile wheel lifts. Each lift has a capacity of lifting 18,000 lbs. with the system having a total capacity of lifting 108,000. Being mobile, this new lift could be used anywhere within the shop or even outside in the parking lot and allows the technicians the ability to lift 3 axle trucks. This will increase productivity within the shop.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:	<i>7/1/21</i>
Comments:				

Section 3a: Town Council action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

Section 3b: Board of Finance action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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Agenda Item No. 14
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 21, 2021
SUBJECT: Additional funds for the Purchase one used Cargo Van for the Facilities Department

Summary of Agenda Item:

Previously the Facilities were provided \$20,000 (Account #500.20.2038.0.54000.0001) for the purchase of a used van to be used within operations. The used vehicle shortage and the demand for vans have driven up the price on good vans. Jim Simons, Fleet Manager, is requesting to appropriate an additional \$10,000. Funding is located in the Fleet Garage budget labeled Passenger cars # 500.20.2035.0.54000.00005

It is very difficult to purchase a used vehicle when the process to have it approved by council may take a few weeks. Jim Simons, Fleet Manager, is requesting the approval from the Town Manager to purchase this vehicle, as this will speed up the process once the vehicle is found.

Action Needed:

Move to approve the purchase of a used Cargo Van for the Facilities Department, for an amount not to exceed \$30,000 with the approval of the Town Manager.

Attachments:

Certification of Sufficiency of Funds

Prepared By: 
James C. Simons, Municipal Garage



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 1-Jul-21

Purchase Item or Contract: Garage		Requested by: Jim Simons	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Facilities Cargo Van	\$13,247.60	\$13,247.60
			-
			-
			-
			-
TOTAL			\$13,247.60

Account No. 500.20.2038.0.54000.00001

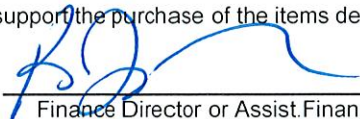
Budgeted Amount.....	\$13,247.60	Available balance.....	\$13,247.60
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$13,247.60
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist.Finance Director

☐ I certify that a budget change in the amount of \$ 21,000 must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 1-Jul-21

Purchase Item or Contract: Garage		Requested by: Jim Simons	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Facilities Cargo Van	\$7,500.00	\$7,500.00
			-
			-
			-
			-
TOTAL			\$7,500.00

Account No. 500.20.2038.0.54000.00012

Budgeted Amount.....	\$7,500.00	Available balance.....	\$7,500.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$7,500.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:

☐ I certify that a budget change in the amount of \$21,000 must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 1-Jul-21

Purchase Item or Contract: Garage		Requested by: Jim Simons	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Facilities Cargo Van	\$9,252.40	\$9,252.40
			-
			-
			-
			-
TOTAL			\$9,252.40

Account No. 500.20.2035.0.54000.00005

Budgeted Amount.....	\$11,355.00	Available balance.....	\$11,355.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$9,252.40
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$2,102.60

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist.Finance Director

☐ I certify that a budget change in the amount of \$ 21,000 must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director

Agenda Item No. 15
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 21, 2021
SUBJECT: Appropriate \$27,500 to repair the cab on Rescue #1.

Summary of Agenda Item:

Motor Pool # 0322 Rescue #1, the town's larger rescue truck, housed in East Berlin Fire Department was purchased and delivered in 2008 from American LaFrance. The truck developed a water leak in the cab roof. Further investigation revealed a crack in the seam line between two sections of the roof structure.

The recommendation to repair this is to strip the cab's interior and exterior accessories to repair or replace the structure members of the cab roof, repair the seam line, refinish the paint and reassemble the cab.

Jim Simons, Fleet Manager, recommends the town contract with Turnpike Motors of Newington Ct. to complete this repair. Turnpike Motors has the facility to accept large trucks and repairs of this nature. The town has used Turnpike motors for repair of truck bodies before with good results.

The estimated cost (quote attached) is for \$24,645.47 in this Jim Simons included a 10% contingency fund bringing the total request to \$27,500. Funding would be transferred from account #001.05.0507.0.53927.00000 "Contingency" into account # 001.45.4567.0.59622.00000 Transfer to Other Funds.

Action Needed:

Move to approve the transfer of \$27,500 from account #001.05.0507.0.53927.00000 "Contingency" into account # 001.45.4567.0.59622.00000 Transfer to Other Funds to fund the repair of MP #0322.

Move to waive the Town's purchasing requirements and approve Turnpike Motors of Newington CT. to repair MP#0322 Rescue 1 cab as outline in their quote # 036210000552 for an amount not to exceed \$27,500 as this is in the town's best interest.

Attachments:

Budget Change Form

Prepared By: 
James C. Simons, Municipal Garage



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department: Fleet Department	Fiscal Year: FY21	Date: 6/18/21
To Acct #: 001.45.4567.0.59622.00000	Description: Transfer to Other Funds	Amount: \$27,500.00
Requested by: <i>J. Simons</i>		
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>		
From Acct #: 001.05.0507.0.53927.00000	Description: Contingency	Amount: \$27,500.00
Approved by: <i>FD</i>		
Contingency Balance (If applicable):		\$100,000.00

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Rescue #1 the towns larger rescue truck housed in East Berlin Fire Department was purchased delivered in 2008 from American LaFrance. The truck developed a water leak in the cab roof. Further investigation revealed a crack in the seam line between two sections of the roof structure.
The recommended repair to repair this is to strip the cab's interior and exterior accessories repair or replace the structure members of the cab roof, repair the seam line, refinish the paint and reassemble the cab.

Ultimately, the funds will be transferred to the Fire Vehicles Fund and appropriated to 134.15.1531.0.54000.00012 Vehicles Reserve account.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: 7/1/21
Comments:			

Section 3a: Town Council action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

Section 3b: Board of Finance action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

TOWN OF BERLIN

Application for Appointment to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointment to a Town board or commission.

Please list your Board/Commission preference below:

1. Berlin VNA Board

2. _____

Name: Susan Lewis

Telephone No.: 860-803-2069

Home Address: 27 Pondsides Dr. Berlin, CT
(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 18 years

Email Address: Salewis64@comcast.net

Are you a Registered Voter? Yes

Party Affiliation: Non affiliated ✓
(Note: To apply, you must be a Registered Voter in Berlin)

Educational Background (optional)

City of Meriden Schools

Present Employment (company/position)

165 Miller Street Meriden, CT 06450

Business Address

Current and Past Civic/Community Involvement:

Past member of Friends of the Berlin VNA

St. Paul Nurse Parish. St. Paul's Senior Visitor

Tell us why you feel qualified for this appointment: I have worked in the nursing field for

20 years. I worked at the Berlin VNA. I am aware of the challenges
the VNA is having. I believe my volunteering for the Board will have a
positive effect for the Berlin Community
Can you think of any reason that a conflict of interest could arise if you were appointed? NO

Signature: Susan Lewis

Date: 6-24-2021

1. We encourage you to attend meetings of any board or commission you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.



Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

TOWN OF BERLIN

Application for Appointment to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointment to a Town board or commission.

Please list your Board/Commission preference below:

1. VNA Board 2. _____

Name: Donna Rutkowski Telephone No.: 2036051517

Home Address: 44 Canterbury Road Number of years in Berlin: 13
(Note: To apply, you must be a resident of Berlin)

Email Address: drutkowski@aol.com

Are you a Registered Voter? Yes Party Affiliation: Unaffiliated ✓
(Note: To apply, you must be a Registered Voter in Berlin)

Educational Background (optional)

Stay At Home Mom to 5 Kids

Present Employment (company/position)

Business Address

Current and Past Civic/Community Involvement: _____

Member of the PTO at Hubbard Elementary
Board member for Little Blessings preschool.

Tell us why you feel qualified for this appointment: I feel like I am

qualified for this position because I have
past history in the medical field and I also have
Can you think of any reason that a conflict of interest could arise if you were appointed? No

Signature: [Signature]

Date: 6/26/21 in town and
feel like I
would like to be

1. We encourage you to attend meetings of any board or commission you are interested in joining and request more information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.



Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

TOWN OF BERLIN

Application for Appointment to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointment to a Town board or commission.

Please list your Board/Commission preference below:

1. Berlin VNA

2. _____

Name: Emily Jensen

Telephone No.: _____

Home Address: 1443 Farmington Ave
(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 31

Email Address: eltjensen@gmail.com

Are you a Registered Voter? yes
(Note: To apply, you must be a Registered Voter in Berlin)

Party Affiliation: democrat ✓

BEN

Educational Background (optional)

Hartford Hospital

Present Employment (company/position)

85 Seymour St Hartford

Business Address

Current and Past Civic/Community Involvement: none

RECEIVED FOR RECORD
BERLIN TOWN CLERK
2021 JUN 30 AM 9:29
Kathy Wallace
BERLIN, CT

Tell us why you feel qualified for this appointment: I am a nurse, young and open minded

Can you think of any reason that a conflict of interest could arise if you were appointed? no

Signature: E Jensen

Date: 6-29-21

1. We encourage you to attend meetings of any board or commission you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.



Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

17 JUL 1 AM 9:40
TOWN OF BERLIN

TOWN OF BERLIN

Application for Appointment to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointment to a Town board or commission.

Please list your Board/Commission preference below:

1. VNA board

2.

Name: Cindy Ferreira

Telephone No.: (203) 510-9526

Home Address: 364 Alling Street
(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 4

Email Address: murphy-ferreira@yahoo.com

Are you a Registered Voter? Yes
(Note: To apply, you must be a Registered Voter in Berlin)

Party Affiliation: non-affiliated

Educational Background (optional)

State of CT, Department of Health, Office Assistant
Present Employment (company/position)

110 Capital Avenue, Hartford, CT 06134
Business Address

Current and Past Civic/Community Involvement: this would be my first

Tell us why you feel qualified for this appointment: I'm a working mom, politically non-
affiliated, have worked in home health care in the past, and
my mom had VNA + hospice services years ago.

Can you think of any reason that a conflict of interest could arise if you were appointed? no

Signature: Cindy Ferreira

Date: 6/30/11

1. We encourage you to attend meetings of any board or commission you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.

Berlin Community and Senior Center

Town Council Audience of Citizens 5/18/21/updated 6-30-21

1. Conceptual Design
 - a. Good input via Facebook, Commissions – for the most part positive commentary
 - b. QA+M (Tom Arcari & Vicoria Fagan) met with Commission on Aging 5-17-21- good input and discussion (B. Gombotz will provide an update following)
 - c. QA+M held public outreach meetings 6-22 & 6-30 with another one scheduled 7/20 at Senior Center
 - i. Good questions, comments, etc. Participation was “ok” about 25-30 each meeting with only a few at both meetings
2. Sub-committee necessary: - Chair can be decided but Bovee interested; however, if someone better, etc. willing to work with them
 - a. **Sub-Committee’s role would be to gather information and be able to provide factual data and recommendations (changes in design, financial, funding, operational, etc.) to:**
 - i. **Town Council for eventual referendum, and**
 - ii. **the town so that they have information necessary to make an informed decision when voting in the referendum**
 - iii. **Continue public outreach with architect and provide committee updates as information gathered to TC as well as public to gauge interest in information presented**
 - b. Need good communication plan with public (social media, newspapers, etc. – meet with groups including businesses, etc)
 - c. Cross section of staff & commissions who have been involved in project thus far and have knowledge and desire to gather info noted in 3.a.b. above
 - i. Town Staff (4) – Senior Center Director, Director Community, Recreation and Park Services, Superintendent of Recreation, Town Engineer/Public Works Director, others pulled in as needed such as Finance Director (key), Town Manager, Chief of Police, Economic Development...
 - ii. Parks & Recreation Commission (1) – 1 member*
 - iii. Commission on Aging (1) – 1 member*
 - iv. Town Council – could have a member or two or could appoint their Committee who the Sub-Committee could report to
 - v. * Other Commission members, etc. interested welcome to assist with leg work; report to Sub-Committee
3. Side note – Bovee met with PBC and due their concern of conflict of interest they do not see their role as being on a sub-committee (role is to hire architect, ensure design meets statement of needs and timeline along with ensuring compliance with the grant)
4. Referendum Timing – April 2022

I. Sub-Committee Tasks

- a. Facilitate and be liaison for town, architect, staff, etc.
- b. Create timeline to have work completed in February/March 2022 for Final Public Forums before referendum
- c. Visit with other towns who have a Community and Senior Center
 - i. Lessons learned
 - ii. Services Offered
 - iii. Any consultants used other than architect
 - iv. Cost & Funding – if grants or other funding sources than property taxes, did the town wait for those to be “final” before final presentation?
 - v. Operations – staffing, training, in-house, outsource, including “Y” option
 - vi. How did they sell it to the town for a successful referendum?
 - vii. Prepare questionnaire for teams to use during visit
 - 1. Staff and Commission and/or Town Council member to visit together
 - viii. Newington (new Community Center and separate from Senior Center), Mansfield – been in place for many years, Newtown recently built, received corp funding, Bloomfield recently built but no pool, Plainville/Southington Y concept...
 - ix. With respect to “Y” concept how would that work with Senior Center; build , operate, etc.?? Berlin townspeople priority
- d. Understand Berlin debt position and funding sources for construction
 - i. State, Federal, Corporate or Private grants
 - ii. National Organization grants
 - iii. Community Organizations
 - iv. Network & Contacts – Current & Past Political Leaders, Companies
 - v. Town and Impact to Taxes
- e. Operations: - two options to present (in house and outsource) with pros and cons
 - i. Create template and complete for operational costs – Finance Dept Key
 - ii. Staffing - any organizational changes, staff backgrounds, staff for hours of
 - iii. Utilities – any solar option?
 - iv. Technology
 - v. Maintenance – inside and outside
 - vi. If in house is maintenance outsourced? Any other outsourcing
 - vii. Savings offset; rentals and swim meets – check with other towns
 - viii. What is Berlin’s plans for current Community Center and Senior Center
- f. Any changes for public oversight (Commissions)

AGREEMENT

BETWEEN

**THE TOWN OF BERLIN
CONNECTICUT**

AND

**BERLIN BLUE COLLAR EMPLOYEES
CALU #52**

JULY 1, 2021 - JUNE 30, 2024

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**AGREEMENT
BETWEEN
THE TOWN OF BERLIN
AND
BERLIN BLUE COLLAR EMPLOYEES, CALU #52**

The Agreement is entered into by and between the Town of Berlin, Connecticut (hereinafter referred to as the "Town") and Town of Berlin Blue Collar, CALU #52 (hereinafter referred to as the "Union").

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

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

**ARTICLE 1
RECOGNITION**

The Town recognizes the Union as the sole and exclusive representative and bargaining agent for all blue collar employees working twenty (20) or more hours per week employed by the Town of Berlin in the Water and Sewer Department, the Highway Department, Building Maintenance Department, Public Grounds and Golf Course Department and Municipal Garage, Animal Control Officers, Community Services Division, and in the Recycling Department, excluding supervisors, professional employees, clerical employees, seasonal employees including Golf seasonal employees, and all other employees excluded by virtue of the provisions of the Connecticut State Municipal Employees Relations Act.

**ARTICLE 2
UNION MEMBERSHIP**

Section 2.1 All persons employed after the date of signing this Agreement may join the Union upon date of hire.

Section 2.2 The Town agrees to deduct from the pay of all bargaining unit employees who authorize such deductions from their wages in writing such membership dues as may be fixed by the Union in accordance with Section 2.4 of this Article.

Section 2.3 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reasons of, action taken by the Town for the purpose of complying with the provisions of this Article.

Section 2.4 The deductions shall be made on a biweekly basis for 24 pays per year and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made as soon as practicable after the first of each month.

ARTICLE 3 **TOWN RIGHTS**

Section 3.0 Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore, held by the Town pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulation with respect to members of the Town's departments, shall remain vested and exclusively in the Town of Berlin, including, but not limited to the following:

- Determine the standards of services to be offered by Town departments;
- Determine the standards of selection of Town employment;
- Direct its employees, including the right to transfer;
- Take disciplinary action;
- Relieve its employees from duty because of lack of work or for other legitimate reasons;
- Issues rules and regulations;
- Maintain the efficiency of governmental operations;
- Determine work schedules;
- Determine the methods, means and personnel by which the Town's operations are to be conducted;
- Determine the content of job classifications; and
- Exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

Section 3.1 All of the above rights, responsibilities and prerogatives may not be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE 4 **HOURS OF WORK AND OVERTIME**

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

day or the days of work in any one week. The work week and pay period will start at 0001 hours Sunday morning through Saturday. Custodians have separate work schedules.

A. All employees who work an approved flexible schedule of forty (40) hours per week in 4 ten-hour days; 3 twelve hour days; etc.) shall not receive overtime until the completion of 40 hours.

(2) The regular second shift work week for custodians shall consist of forty (40) hours made up of five (5) days of eight (8) hours each Monday through Thursday between the hours of 1:00pm and 11:00pm; and Fridays between the hours of 6:00am and 11:00pm providing nothing herein shall be construed as a limitation upon or a guarantee of the numbers of hours of work in any one day or the days of work in any one week. With respect to meal breaks, one thirty (30) minute paid meal break will be provided for all shifts that begin on or after 1:00pm.

(3) A. For the full-time Animal Control Officer, the regular work week shall consist of forty (40) hours made up of five (5) days of eight (8) hours each, Monday through Friday, 8:00 a.m. to 4:30 p.m. with a one-half (1/2) hour unpaid lunch.

B. The hours for the Assistant Animal Control Officer shall be:

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

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

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

Section 4.1 Bargaining unit employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week will be paid at the rate of time and one-half

(1-1/2) his regular hourly rate for such hours.

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

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

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

Section 4.5 A bargaining unit employee who is required to work on a holiday shall be paid at the rate of double time (2X) his/her regular hourly rate for such hours plus eight (8) hours of holiday pay. The premium rates specified herein shall be applicable to hours worked on the actual holiday.

Section 4.6 Overtime shall be divided equally within the classification within each department. On a weekly basis, a record of overtime hours worked shall be conspicuously posted in each department indicating the amount of hours credited to each employee. An employee who is offered overtime work, but refuses, shall be charged with such time as if he had worked such hours and such time shall be included in the crediting of hours specified above. Whenever the Town determines that overtime must be worked, when such work is traditionally performed by bargaining unit members during normal work hours, such overtime will first be offered to bargaining unit members in accordance with the provisions of Section 4.2 herein. Nothing herein shall preclude the assignment of mandatory overtime.

Section 4.7 Employees who are called to work either by telephone or verbal instruction outside of their normal work hours shall be paid a minimum of three (3) hours pay at the applicable overtime rate. In situations where individuals are called by telephone, they shall be paid an additional one-half (½) hour at the applicable overtime rate as a travel allowance, providing they punch in within a half hour of receiving the call. A total of forty-five (45) minutes paid travel time shall be allowed in the event of a storm which creates hazardous traveling conditions. If an employee is instructed the night before, as an example, to report for work three (3) or less hours before the normal beginning of his shift, the three (3) hour minimum payment is to be applied in that situation. The limits specified herein shall not serve as a basis for avoiding the requirements of Section 4.5 regardless of the employee's home location.

Section 4.8 Each employee shall take a one-half hour paid coffee break in the morning and a thirty (30) minute unpaid lunch break, scheduled by the Town. At the recommendation of the Department Head and in agreement with the Union, Departments can elect to waive the 30-minute unpaid lunch break. Such flexible schedules are at the discretion of the Town and not a subject to the grievance process.

Section 4.9 The Union shall quarterly be given a list of all overtime hours and the hourly rate paid to employees, if requested.

Section 4.10 Employees who are required to work overtime four (4) or more hours beyond the end of their regular shift will be permitted a one-half (½) hour meal break during that four (4) hour period with no interruption in pay.

Section 4.11 Temporary Employees: A temporary employee may be employed at an entry level to serve in place of a regular employee who is out of work due to a long-term illness or injury. Such temporary employee may serve in such position for up to fifteen (15) months. The Union President shall be notified when an employee reports that he/she is unable to report to work because of a long-term illness or injury. Additionally, the Union President shall be notified upon the Town hiring a temporary employee serving in the place of a regular employee under this provision. Should a position become vacant as a result of an employee's illness or injury, the Town shall post the vacant position pursuant to this Agreement. If no bargaining unit member applies, the temporary employee may be hired to fill the position.

ARTICLE 5

PROBATIONARY PERIOD

Section 5.0 No employee shall attain seniority or other rights or benefits under this Agreement until he has been continuously on the payroll of the Town for a probationary period of one hundred and eighty (180) calendar days. During such period, the employee shall be on probation and may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever and neither the

employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probationary period, the employee's seniority shall date back to his/her original hiring date. All employees who are promoted shall be on a probationary period for a period of sixty (60) calendar days. Upon successful completion of the promotional probationary period, the employee shall be permanently appointed to the new position.

Section 5.1 The Town will provide each employee in the bargaining unit a copy of this Agreement within thirty (30) days after the date of execution of same, and new employees shall receive a copy of this Agreement at the time of hire.

ARTICLE 6 **SENIORITY**

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

Section 6.1 For the purpose of lay off, recall, promotion, and transfer within the bargaining unit only, employee shall also accumulate seniority within their respective department of employment. In the event of a permanent lay off, the employees least senior in service shall be laid off first by department; provided, however, that the remaining employees in the department will be capable of performing the work available. In the event of a recall from lay off, employees shall be called back by department on the basis of seniority, starting with the most senior employee, provided they are able to perform work available. In cases of promotion, the most qualified employee shall be selected provided that where ability to perform the required work is equal; priority shall be given to the senior employee. The Town shall be the sole judge of the qualifications of an employee to perform the required work.

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

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

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

ARTICLE 7
PROMOTIONS AND TRAINING

- Section 7.0 All vacancies and new positions in the bargaining unit shall be posted on the Union bulletin boards. Employee shall be allowed seven (7) full workdays from the date of posting to apply for such vacancy or new position. The Town shall refrain from recruiting outside applicants during such period.
- Section 7.1 If, in the Town's sole discretion, three (3) bargaining unit members are deemed to meet the minimum qualifications for the position, such members shall be subject to a promotional examination process as determined by the Town. Such examination process shall be conducted at the same time and location and by the same examining body. The Blue Collar Union president or other Union Officers only, shall be authorized to observe said examination process and will be notified reasonably in advance of the date and time. While the Union President or other Union Officers shall not participate in nor interrupt this process, he alone shall have the right to grieve only the application of the provisions of this paragraph. No matters of substance, content or results or scores of any promotional examination shall be grievable. If, in the sole discretion of the Town, two (2) members attain equal rank on a promotional process, the most senior employee shall be advanced. However, nothing herein contained shall be a guarantee that vacancies or new positions will be filled from within the bargaining unit.
- Section 7.3 All employees who are promoted shall be on a trial period for a period of sixty (60) calendar days in his new position.

ARTICLE 8
COMPENSATION

- Section 8.0 As of the effective date of this Agreement, employees shall be compensated according to the Compensation Schedule which is attached to and made part of this Agreement as Appendix A. There will be a retroactive GWI of 2.25% effective 7/1/2021, 2.25% effective 7/1/2022, and 2.25% effective 7/1/2023.
- Section 8.1 Employees hired on or before July 1, 2010 shall, in addition to their regular pay, receive annual longevity pay in accordance with the following schedule:
- | | |
|--------------------------|-----------|
| After five (5) years | \$600.00 |
| After ten (10) years | \$800.00 |
| After fifteen (15) years | \$1050.00 |
| After twenty (20) years | \$1250.00 |
- Section 8.2 Upon becoming eligible for longevity pay, such pay shall be prorated from the employee's anniversary date to the start of the next fiscal year (July 1st). Thereafter, employees shall receive longevity pay in two payments on the pay day following December 1 and June 1. Longevity shall be paid only as earned and not in advance.

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

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

ARTICLE 9

HEALTH AND PENSION BENEFITS

Section 9.0 Health Insurance Benefits:

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

Section 9.1 Other Insurances:

1. Disability Insurance providing income of 66-2/3% of base weekly wage (to a maximum of \$600.00) per week in the event of disability with a thirteen (13) week maximum per fiscal year.
2. The Town shall provide Long-Term Disability insurance coverage. Such coverage shall be 50% of base pay (minimum \$100 monthly benefit, maximum \$5,000 monthly benefit) less necessary and appropriate deductions.
3. Group Life Insurance for each employee in an amount equal to his annual wage rounded up to the nearest \$1,000, with a minimum of \$10,000 and a maximum of \$100,000.
4. Accidental Death and Dismemberment Insurance equal to the Life Insurance amount.
5. Whenever an employee is out on workers' compensation as a result of his employment with the Town, he shall be paid his full net pay, providing such period does not exceed six (6) months. Beyond six (6) months, the employee shall have the option of making up the difference between his weekly workers' compensation entitlement and his net pay, chargeable to the employee's accrued earned time.
6. Additional Accidental Death and Dismemberment Insurance in the amount of One Hundred Thousand Dollars (\$100,000).
7. An employee who retires no younger than age 60 with greater than ten (10) years of service, shall be allowed to purchase the above coverages at the

Town's group rates at his/her own expense, but only until the employee reaches Medicare eligibility. The Town shall establish reasonable procedures for the employee's payment of such premiums.

8. The Town may change insurance carriers as long as benefits and coverages remain substantially equivalent to those provided under the Alternatives, when considered as a whole. If the Union objects to said change, the issue shall be submitted to SBMA under its Expedited Arbitration procedure with all administrative costs and fees paid by the Town.

Section 9.2 Employee Assistance Program

The Town shall maintain an Employee's Assistance Program.

ARTICLE 10
HOLIDAY PAY

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

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

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

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

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

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

Section 10.2 If a holiday occurs while an employee is on vacation leave, the holiday will be considered as a paid holiday and not a vacation day.

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

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

ARTICLE 11 **VACATIONS**

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

NEW HIRES

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

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

CURRENT EMPLOYEES

Length Of Employment

Vacation On July 1st

Less than Five (5) years

Two (2) weeks

Five (5) years

Three (3) weeks

Ten (10) years

Four (4) weeks

Twenty (20) years

Five (5) weeks

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

- Section 11.2 Preference as to time of taking vacation shall be given to employees of greater seniority, but all requests for vacation must be approved by the Town based upon operational requirements.
- Section 11.3 All vacations must be taken during the course of the fiscal year in which it is earned (July 1 through June 30).
- Section 11.4 Employees may carry over up to two weeks of vacation time from one fiscal year into the subsequent fiscal year. Time carried over in this fashion must be used no later than November 1st of such subsequent fiscal year.
- Section 11.5 During the year in which an employee becomes eligible for an additional week of vacation, the additional time will be allotted on the July 1st which begins said fiscal year.
- Section 11.6 Vacation time periods may start and end any day of the week desired by the employee. Subject to Section 11.2 above.
- Section 11.7 Upon voluntary termination of employment or layoff from the Town, employees hired prior to July 1, 2021 shall be paid for all accumulated and unused vacation time; employees hired on or after July 1, 2021 shall be paid for all unused vacation time in the year in which they terminate employment; and such payment shall be paid to the employee (or if deceased, to the employee's beneficiary as designated on the employee's Town policy of life insurance). In no event shall such payment exceed three (3) weeks of pay.
- Section 11.8 In the event of illness during an employee's vacation period, the employee shall be given the option of charging the days to his sick leave with a Doctor's certificate.
- Section 11.9 Paid leave for jury duty shall be granted upon presentation of summons for such duty. Payment for jury duty, excluding meal and travel allowance, shall be reimbursed to the Town.
- Section 11.10 An employee who terminates or is terminated with less than one (1) year of employment shall not be entitled to vacation pay upon termination.
- Section 11.11 Employees may not request advance vacation pay.

ARTICLE 12

SICK LEAVE

- Section 12.0 The parties hereby agree that sick leave shall be allowed in the event of actual illness or injury of an employee and shall not be considered a privilege which an employee may use at his discretion. Sick leave shall be allowed for lost time for medical, optical or dental appointments during workday hours as approved by the Supervisor. Sick leave shall be used in increments of at least one (1) hour.

Section 12.1 No more ten (10) sick days per year may be used to care for the illness of an immediate family member who is residing in the employee's household. Immediate family member is defined as mother, father, sibling, spouse and/or child. Members may use up to 5 of those 10 family sick days for an immediate family member who is not domiciled in the employees' household. If necessary, employees may apply to the Town Manager or his/her designee to seek additional days to be used for the care for the illness of an immediate family member who is residing in the employee's household. Such decision shall not be subject to the grievance and arbitration provisions of this Agreement. Sick leave may be cumulative to one hundred fifty (150) days. When absent from work on sick leave, an employee shall receive compensation at his regular straight time rate for the period of the absence. All regular full-time employees shall earn sick leave credits at the rate of one and one-quarter (1-1/4) normal workdays per month, up to a maximum of fifteen (15) sick leave days per fiscal year.

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

Section 12.3 The Town reserves the right to require the employee to submit to an independent medical examination by a doctor of the Town's choice and at the Town's expense. During this process, the employee shall not be required to use additional sick time and the employee shall not suffer a loss in pay.

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

ARTICLE 13 **BEREAVEMENT LEAVE**

Section 13.0 Special leave of absence of up to five (5) consecutive 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 Stepchild, Brother or Half-Brother, Parent.

Section 13.1 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, Stepparent, Step-brother, Step-Sister, Grandchild, Grandparent, other relative domiciled in employee's household.

Section 13.2 Special leave of absence of one (1) working day with pay shall be granted an employee for the purpose of funeral attendance in the event of death of

employee's: Niece, Nephew, Sister-in-law, Brother-in-law, Aunt, Uncle, Daughter-in-law, Son-in-law.

Section 13.3 No pay shall be granted pursuant to this Article when one or more days used by an employee for bereavement purposes falls on a day when the employee would not normally work. The Town may require proof of death.

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

ARTICLE 14 **DISCHARGE AND DISCIPLINE**

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

Section 14.1 Discipline shall normally proceed in the following order:

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

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

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

ARTICLE 15 **GRIEVANCE AND ARBITRATION**

Section 15.0 Should any dispute arise with the Town by the Union and/or an employee over the interpretation or application of any specific provision of this Agreement, it shall be settled in the following manner:

STEP ONE: The Union Steward and/or the aggrieved employee shall present the grievance verbally or in writing to his immediate supervisor not later than ten (10) working days after the occurrence of the incident giving rise to the grievances. The grievance must set forth the specific section of the Agreement involved. Specific sections of the Agreement involved may be amended up to the actual arbitration hearing. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. Failure to file or pursue a grievance through arbitration does not constitute a waiver by the union on future similar grievances nor does it have any correlation with regard to the merits of the union's position on an alleged violation. The grievance shall be orally discussed by the supervisor, the employee, and/or the steward who shall attempt to settle it within three (3) working days.

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

STEP THREE: If the employee or the Union are not satisfied with the Department Head's Step Two decision, the grievance shall be submitted to the Town Manager within ten (10) days of the Step Two decision, and then discussed by the employee or the local Union Representative and CALU #52 Representative with the Town Manager or his/her authorized representative. The Town's answer to the grievance shall be in writing. In the event they are unable to settle the grievance within ten (10) working days, it may be submitted by the Union for arbitration as provided below.

Section 15.1 In the event the parties are unable to settle the grievance as outlined above, it may be submitted by the Union to arbitration at the State Mediation and Arbitration Service. The request for arbitration must be in writing and be filed with the State Board of Mediation and Arbitration not later than thirty (30) days after the written answer of the Town's designated representative in Step Three is given to the Union.

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

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

Section 15.4 Any grievance not submitted to a higher step in the grievance procedure within the specified time limits provided above shall be deemed settled on the basis of the decision of the Town in the last step in which the grievance was discussed and shall not be subject to further processing.

ARTICLE 16 **MISCELLANEOUS PROVISIONS**

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

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

Section 16.2 If the Town decides to fill a position, all vacancies shall be posted within thirty (30) calendar days of the decision to fill same.

Section 16.3 The Town shall provide a room where Union meetings can be held.

Section 16.4 Uniforms. The Town shall furnish all employees uniforms (care and cleaning included), and necessary foul weather gear. Appropriate safety equipment will be provided for employees working in hazardous locations and equipment. The Town shall reimburse each employee in an amount not to exceed one hundred and seventy five dollars (\$175.00) each fiscal year toward the purchase of two (2) pairs of safety shoes.

Section 16.5 The Town shall insure employees' personal tools used in the performance of their duties against loss or theft in the course of work. Employees shall be reimbursed for the replacement cost of such tools.

Section 16.6 While serving in a stand-by or on-call status, employees of the Water Department shall be provided with a Department truck for the duration of that assignment. Employees shall arrange to transfer the vehicle from one to another on their own time.

Section 16.7 Whenever Town equipment is to be used, qualified bargaining unit members who are available shall be given the first opportunity to work.

Section 16.8 Seasonal employees may perform all duties they are capable of performing including weekend work. A maximum of four (4) seasonal employees may be hired by the Golf Course and such employees may work up to 1200 hours per season (March through November); no more than 120 total work per calendar year days will be permitted. Golf Course seasonal employees may not perform weekend work unless there is an equal ratio of seasonal employees to bargaining unit employees for all weekend work. Regular bargaining unit employees shall be entitled to a right of first refusal for work on Memorial Day, Independence Day and Labor Day. If no regular bargaining unit employee agrees to work on those holidays, the Golf Course Director may use seasonal workers those days.

Section 16.9 All employees holding the positions of Animal Control Officer (ACO) or Assistant Animal Control Officer shall be required to hold and maintain certification in firearms handling. The Town shall provide and pay for all such required training. All other provisions of the contract shall apply to these above referenced positions.

Section 16.10 Employees who have second jobs must put into writing the type of job and hours worked on an annual basis.

Section 16.11 Meal Reimbursement - An employee working storm-related overtime or during a period of emergency shall be allowed a meal reimbursement as follows (meal receipts required):

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$10.00

Section 16.12 During the term of this Agreement, the Town may not subcontract out new work which does not vary significantly in kind or degree from work which has been customarily performed by members of this bargaining unit if it causes a reduction in the bargaining unit membership.

Section 16.13 The Town of Berlin hereby agrees that bargaining unit employees will perform all grass cutting at the soccer fields and the baseball fields. Bargaining unit employees will also continue to perform all grass cutting at Town buildings at which they are currently the sole provider of cutting service.

ARTICLE 17

NO STRIKES OR LOCKOUTS

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

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

ARTICLE 18

HEALTH AND SAFETY

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

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

Section 18.2 It is the Town's policy that no Blue Collar employee shall be expected to perform work which involves the removal or disturbance of asbestos which may jeopardize his health and/or safety. The Town and Union both acknowledged that the primary concern in this area is health and safety. Further, it is acknowledged that on many occasions, neither the Town nor Union will have the expertise to determine whether a hazard exists, the degree of a hazard, proper procedures to follow, or whether professional firms should be brought in. Therefore, in light of the above, any reasonable, suspicion or concern for health or safety (especially related to asbestos) shall immediately be brought to the attention of the supervisor by the employee, who shall state both the specifics of such concern and the basis for such concern. All such concerns shall be addressed immediately by the

supervisor without reprisal. If mutual agreement is not reached, the resolution of the issue shall be left to a mutual body such as CONN OSHA, prior to work being performed. This process has been jointly developed to deal with a genuine concern for health and safety in a reasonable manner. It is agreed that both sides shall conduct themselves in such a reasonable manner.

ARTICLE 19

COMPENSATION STEP SCHEDULE

Section 19.0 Effective July 1, 2021, employees at the one-year step or above will advance one step, and thereafter as stated in the compensation schedule. Step increments due to an employee in the fiscal year shall be paid at the beginning of the fiscal year, except for the 6-month step which shall be paid on the pay period immediately following the employee's anniversary date.

Section 19.1 New Employees shall be placed in Step 1 and shall remain in that step for six (6) months, after which they shall be advanced to Step 2, and subsequently follow Section 20.0 above.

Section 19.2 Current employees promoted to the next higher classification shall remain at the same step, but in the higher classification. Employees promoted to a classification higher than the next classification, (for example a Maintainer II promoted to Maintainer IV) shall be placed at the step in the newly promoted classification that provides a pay increase equal to or higher than the immediate lower classification. (Example of promotion two classification higher: Employee moves to next classification at the same step. Than going to his/her final classification, the employee moves into whatever wage step provides a rate of pay equal to or higher than the wages in the previous classification).

Section 19.3 Differentials for additional specified duties shall be paid as follows:

Crew Chiefs = \$.75 per hour
CDL Class A = \$.75 per hour
Cross Connection Certification - \$.79 hourly

Chemical Application (Golf & Grounds & Painters) = 1.5 x regular wage per occurrence. Employees can choose to take wages or use as compensatory time (chemical time off). Time earned must be taken in fiscal year earned or within three (3) months.

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

Chemical Spray Examples:

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

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

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

ARTICLE 20

UNION BUSINESS

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

Section 20.1 Members whose attendance is required shall suffer no loss of pay or benefits for time spent attending meetings with the Town, or hearings scheduled by the State Board of Labor Relations, or Board of Mediation and Arbitration.

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

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

ARTICLE 21

PART-TIME POSITIONS

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

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

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

ARTICLE 22
DURATION

Section 22.0 This Agreement shall be binding upon this Town and the Union and the employees from the 1st day of July, 2021 and shall continue until midnight of the 30th day of June 2024.

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

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

Section 22.3 Upon request of either the Town or the Union to discuss the work schedule of the Town Garage, the resulting agreement shall be reduced to language and incorporated into this contract in a side letter.

IN WITNESS WHEREOF, the parties have caused their names to be signed on the 29 day of June, 2021

FOR THE TOWN OF BERLIN



REPRESENTING BLUE COLLAR
EMPLOYEES CALU #52



APPENDIX A SALARY SCHEDULE

Pay/Grade/Title	As of Date	1 Entry	2 6 Mos.	3	4	5	6*	7*	8*	9*	10*
MAINTAINER I											
"NO BC EMPLOYEES IN MNTN I"	7/1/2021	20.06	20.65	21.30	21.91	22.57	23.27	23.96	24.66	25.40	26.17
	7/1/2022	20.51	21.11	21.78	22.40	23.08	23.79	24.50	25.21	25.97	26.76
	7/1/2023	20.97	21.58	22.27	22.90	23.60	24.33	25.05	25.78	26.55	27.36
MAINTAINER II											
CUSTODIAN	7/1/2021	21.47	22.14	22.77	23.45	24.17	24.88	25.63	26.40	27.21	28.02
	7/1/2022	21.95	22.64	23.28	23.98	24.71	25.44	26.21	26.99	27.82	28.65
	7/1/2023	22.44	23.15	23.80	24.52	25.27	26.01	26.80	27.60	28.45	29.29
MAINTAINER III											
ASSISTANT ANIMAL CONTROL OFFICER, LEAD	7/1/2021	22.94	23.66	24.36	25.10	25.85	26.63	27.39	28.24	29.11	29.94
CUSTODIAN, GOLF GROUNDSKEEPER, SR CTR	7/1/2022	23.46	24.19	24.91	25.66	26.43	27.23	28.01	28.88	29.76	30.61
BUS DRIVER, TRADES ASST, RECYCLING											
COORDINATOR, MAINTENANCE ASSISTANT	7/1/2023	23.99	24.73	25.47	26.24	27.02	27.84	28.64	29.53	30.43	31.30
MAINTAINER IV											
ANIMAL CONTROL OFFICER, EQUIPMENT	7/1/2021	24.58	25.30	26.08	26.84	27.68	28.48	29.33	30.24	31.10	32.08
OPERATOR/HIGHWAY, P&G GROUNDSKEEPER,	7/1/2022	25.13	25.87	26.67	27.44	28.30	29.12	29.99	30.92	31.80	32.80
GROUNDS MECHANIC	7/1/2023	25.70	26.45	27.27	28.06	28.94	29.78	30.66	31.62	32.52	33.54
MAINTAINER V											
CARPENTER, PAINTER, FIRE MECHANIC, FLEET	7/1/2021	26.29	27.09	27.90	28.71	29.60	30.50	31.42	32.32	33.32	34.28
MECHANIC, HEAVY EQUIPMENT OPERATOR	7/1/2022	26.88	27.70	28.55	29.36	30.27	31.19	32.13	33.05	34.07	35.05
	7/1/2023	27.48	28.32	29.17	30.02	30.95	31.89	32.85	33.79	34.84	35.84
MAINTAINER VI											
WATER CONTROL, HVAC TECHNICIAN,	7/1/2021	28.14	28.99	29.84	30.76	31.67	32.64	33.59	34.61	35.65	36.71
ELECTRICIAN, LEAD ELECTRICIAN, LEAD	7/1/2022	28.77	29.64	30.51	31.45	32.38	33.37	34.35	35.39	36.45	37.54
MECHANIC, PLUMBER, TREATMENT OPERATOR	7/1/2023	29.42	30.31	31.20	32.16	33.11	34.12	35.12	36.19	37.27	38.38

* Steps 6-10 occur at 2 yr intervals

COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 2021, by and between the Town of Berlin (the "Town") and the following bargaining units (collectively the "Unions"): Berlin Blue Collar Employees (UE Local 222, CILU/CIPU, CILU #52); Berlin White Collar Employees (CALU Local #2); Home Care and School Health Care Workers of Berlin Unit #20 (Connecticut Health Care Associates National Union of Hospital and Health Care Employees, AFSCME); Berlin Middle Management Association; Berlin Dispatchers (CALU Local #911); and Berlin Police Union (Fraternal Order of Police Lodge 56).

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

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

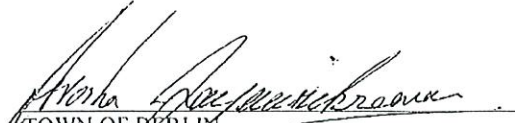
WHEREAS, a description of the 2021-2026 MICA insurance plan is attached hereto as Exhibit A; and


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

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

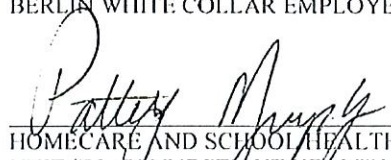
1. The updated MICA agreement effective July 1, 2021 shall replace the existing coalition health insurance provisions from the 2017 - 2021 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2021.
2. MICA shall remain in effect from the date of the execution of this agreement until July 1, 2026.
3. If by June 30, 2026, no party seeks a change in the insurance plan that is in effect at the time of the execution of this agreement, the Town and a representative of each of the unions named above shall negotiate to develop a successor insurance plan.

IN WITNESS WHEREOF, the undersigned have executed this agreement this 1st of February 2021.


TOWN OF BERLIN


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


BERLIN WHITE COLLAR EMPLOYEES, CALU Local #2


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


BERLIN MIDDLE MANAGEMENT ASSOCIATION


BERLIN DISPATCHER EMPLOYEES, CALU Local #911


THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

TOWN OF BERLIN MEDICAL PROGRAM	
July 1, 2021 - June 30, 2026	
OPTION 1: Century Preferred PPO:	
NO CHANGE IN CURRENT PLAN DESIGN	
In-Network: Hospital Co-pay Outpatient Surgery Co-pay Emergency Room Co-pay Urgent Care Office Co-pay (Prev/Sick/Specialist) Maximum	Employee Cost \$100 Co-pay \$100 Co-pay \$100 Co-pay \$25 Co-pay \$0 / \$20 / \$20 Co-pay unlimited
Out-of-Network: Deductible (Ee/Ee+Sp/Family) 80% Coins to OOP Lifetime Maximum Dependent Child Age	\$200 / \$400 / \$500 Deductible \$1000 / \$2000 / \$2500 OOP \$1,000,000 To age 26
Prescription Drug: Retail Co-pay Mail Order Co-pay Maximum Formulary	Managed Drug Plan \$10 / \$25 / \$40 Co-pay \$20 / \$50 / \$80 for 90 days No annual maximum 3 Tier Formulary Plan
RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:	
Vision:	Blue View Vision Plan BVMO
Dental: Rider A, B, C & D Dependent Child Coverage	Full Yes To age 26
EMPLOYEE PREMIUM COST SHARES	
Century Preferred PPO	
Plan Year 2021-2022	27.5% Employee Cost Share 72.5% Employer Cost Share
Plan Year 2022-2023	28% Employee Cost Share 72% Employer Cost Share
Plan Year 2023-2024	28.5% Employee Cost Share 71.5% Employer Cost Share
Plan Year 2024-2025	29% Employee Cost Share 71% Employer Cost Share
Plan Year 2025-2026	29% Employee Cost Share 71% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

OPTION 2: High Deductible Plan & HSA:

July 1, 2021 - June 30, 2022 - \$2,000/\$4,000 High Deductible plan with HSA
 July 1, 2022 - June 30, 2025 - \$2,250/\$4,500 High Deductible plan with HSA
 July 1, 2025 - June 30, 2026 - \$2,500/\$5,000 High Deductible plan with HSA
 All Well Visits provided at no cost to the participant without impact on deductible.
 Managed Rx with co-pays after deductible is met (\$10 / \$25 / \$40)

Health Savings Account Funding:

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

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

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

EMPLOYEE PREMIUM COST SHARES

High Deductible with H.S.A.

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

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

WELLNESS INCENTIVE

The Town will continue to offer a Wellness Incentive that provides a monetary incentive to employees who participate in the program. In order to be eligible, employees and their spouses must have completed all of their age appropriate screenings and have their physician certify completion of those screenings. *Dependent children are no longer required to submit wellness paperwork.* All Wellness forms are due to HIR by June 30th of the plan year.

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

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

INSURANCE WAIVER BENEFIT

In recognition of the significant cost impact health insurance can have on an employer, the Town pays a premium to staff who waive coverage (*not applicable to single coverage*). Upon presentation of documentation that an employee is covered under a health insurance policy existing elsewhere (not with the Town of Berlin nor with the Berlin Public Schools), an employee may elect to waive, in writing, all health and dental insurance coverage. In lieu of coverage these employee will receive on an annual basis, the following amounts (paid quarterly): Employee Plus One: \$1,800, Family: \$2,500

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

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

APPENDIX C - DEFINED CONTRIBUTION

EXHIBIT A

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

Eligibility Date

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

Employee Contributions

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

Employer Matching Contribution

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

Duration

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

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

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

Denise M. McNair
TOWN MANAGER

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

Don 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

Don D.
BERLIN MIDDLE MANAGEMENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

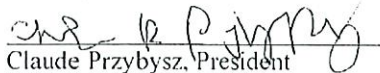
The Parties further agree that this agreement shall not set precedent in any manner and shall not be used as bargaining history by either party.



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



Jeff Cugno, Director of Business Operations
Berlin Board of Education



Claude Przybysz, President
CALU #1
CILU #52



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

11/30/18
Date



Head Custodian President

Town Meeting and Town Council Meeting in person and/or by Zoom

Join Zoom Meeting

<https://town-berlin-ct-us.zoom.us/j/97255642188?pwd=VzdQWlNWQko1RXRPcDZRMVlpVS9HQT09>

Meeting ID: 972 5564 2188

Passcode: 034731

Call In Option -

+1 929 205 6099 US (New York)

**TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, June 15, 2021
Town Council Chambers
Remote Meeting
7:00 P.M.**

A. CALL TO ORDER

Mayor Kaczynski called the meeting to order at 7:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Those in attendance were:

Councilor JoAnn Angelico-Stetson
Mayor Mark Kaczynski
Councilor Brenden Luddy
Councilor Charles Paonessa
Councilor Peter Rosso
Councilor Mike Urrunaga
Councilor Donna Veach

Also in attendance:

Town Manager Arosha Jayawickrema
Corporation Counsel Jeffrey Donofrio

D. AUDIENCE OF CITIZENS

Susan Kwasniewski, 1111 Kensington Road – Ms. Kwasniewski stated that Bicentennial Park has allowed dogs to be off leash as long as the dog is under the owner's control. As the Town Ordinance Committee will soon be voting to change the leash ordinance town wide, she asks that Bicentennial Park be exempt from this ordinance and that dog owners be allowed to continue using the park as they always have. Ms. Kwasniewski presented a petition with 397 signatures of those that support this request.

Danielle Morisse-Corsetti, 75 Cottage Street – Ms. Morisse-Corsetti stated that she had requested to the Town Manager that the Town hang the Progress Pride flag on the Town Hall flagpole during the last week of June in support of LGBTQ Pride month. She added that the Town Manager will be addressing that request later this evening and stated that it is a small statement of acceptance and welcome that many other towns are participating in.

E. PRESENTATION OF PROCLAMATION 25th Anniversary of the Central CT Health District

**A PROCLAMATION
RECOGNIZING THE 25TH ANNIVERSARY
OF THE CENTRAL CONNECTICUT HEALTH DISTRICT**

WHEREAS, this month the Central Connecticut Health District marks 25 years of service to its Member Towns as a regional local health department.

WHEREAS, in 1996 the Towns of Rocky Hill and Wethersfield voted to form the “Wethersfield-Rocky Hill Health District” to provide public health and environmental health services to its communities; and

WHEREAS, the Town of Berlin joined the Health District in 1998, at which time, its name was changed to the “Central Connecticut Health District”; and later the Town of Newington, in 2006.

WHEREAS, the Central Connecticut Health District has provided high quality public health service to its member towns throughout its 25-year history; and

WHEREAS, this anniversary gives the Town of Berlin an opportunity to recognize the Central Connecticut Health District – its Board, Director, staff and volunteers -for their service, in making our community safer and healthier, be it through tracking infectious disease outbreaks, providing mass vaccinations, preparing for and responding to natural disasters, or assuring safe food and drinking water.

NOW, THEREFORE, I encourage all our citizens to join me in this celebration and in acknowledging the critical role the Central Connecticut Health District has played over the last 25 years in helping our communities to achieve and maintain good health.

Signed this 15th day of June, 2021

Mark Kaczynski, Mayor

Pet Checko, Chairperson of the Central Connecticut Health District (CCHD) along with Lecia Paonessa and Ray Jarema, Berlin members of the CCHD were present to accept the Proclamation. Ms. Checko thanked the Town of Berlin for being a member for many years and stated that the CCHD is pleased to have Berlin in the district.

Councilor Luddy moved to add a Proclamation for LGBTQ Pride Month.

**TOWN OF BERLIN
Town Council**

**PROCLAMATION
BE IT HEREBY KNOWN TO ALL THAT:
The Town of Berlin hereby recognizes
LGBTQ Pride Month**

The Town of Berlin recognizes that June is celebrated nationwide as LGBTQ Pride Month and that our great nation was founded on the principal of equal rights for all. As a community, Berlin is inclusive and strives for diversity. We welcome all people and believe everyone should be able to live without fear of prejudice, discrimination, violence, or hatred based on gender identity or sexual orientation.

The Town of Berlin does hereby proclaim June 2021 as Pride Month to honor and celebrate our LGBTQ citizens. Let us as a community continue to build a culture of inclusiveness and acceptance for all.

Dated this 15th day of June, 2021 at Berlin, Connecticut.

Mark H. Kaczynski, Mayor

Danielle Morisse-Corsetti accepted the Proclamation from Mayor Kaczynski.

F. **MEETING AGENDA** – Immediately Following the Audience of Citizens

G. CONSENT AGENDA:

1. **Topic re: Accept the non-budgeted appropriation of the State of Connecticut Youth Services grant in the amount of \$189 for deposit in the Child & Youth Services revenue account and appropriate those funds to the Youth Grant expenditure account, subject to approval by the Board of Finance. – Youth Services**
2. **Topic re: Accept monetary donations totaling \$305.43 for the Berlin Peck Memorial Library and deposit \$305.43 into the friends of the library miscellaneous account and move to accept the donation of a knitted shawl with an estimated value of \$30.00 to be used as a summer reading prize and move to accept the donation of felt material with an estimated value of \$20.00 to be used for crafts. – Berlin-Peck Memorial Library**
3. **Topic re: Approve permission for consumption of alcoholic beverages (BYOB - beer and wine) and to charge a fee at Sage Park Pavilion for the Ektamandal - Patel family picnic for approximately 80 people of all ages on Sunday, July 4 with a rain date of Monday July 8, 2021 from 9:00AM – 8:30PM. A buffet meal will be served with music and games for entertainment. Tulip Insurance will be obtained. – Parks and Recreation**

Councilor Luddy moved to accept the Consent Agenda as presented with a correction to item #3, “with a rain date of Monday July 5, 2021”.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

H. PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Town of Berlin will conduct a public hearing on Tuesday, June 15, 2021 at 7:00 p.m. to discuss the 2021 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program and to solicit citizen input. The meeting can also be accessed via Zoom. Please refer to the Town of Berlin Website at www.town.berlin.ct.us for more information regarding the link.

The Connecticut Neighborhood Assistance Act Tax Credit Program provides a tax credit to business firms that make cash investments in qualifying community programs conducted by tax exempt or municipal agencies. The community programs must be approved by both the municipality in which the programs are conducted and by the Department of Revenue Services (DRS). A tax credit equal to 100% of the cash invested is available to business firms that invest in energy conservation projects. Tax exempt entities desiring to obtain benefits under the NAA must complete an application and submit it to the municipal agency overseeing the implementation of the proposal. The overseeing municipal agency then completes their portion of the application and submits it to DRS on or before July 1 of each year. Prior to submitting the application to DRS, each municipality must hold a public hearing on all program applications. The governing body of the municipality must vote to approve the programs.

This year, The Prudence Crandall Center submitted two proposals. Prudence Crandall provides a comprehensive array of services in the Berlin community to victims of domestic violence. The first proposal is for energy efficiency. The funds would go towards replacements and installation of energy efficient appliances and improvements which would ultimately save money on operating costs associated with the facility. The second one is to support their Annual Appeal. Funds from the Annual Appeal go towards aiding programs that serve low-income people. It would help to provide for emergency housing, counseling, and advocacy services for victims of domestic violence as well as support community education and prevention services.

The public hearing will also give citizens an opportunity to make their comments known on the proposed project. If you are unable to participate in the public hearing, you may direct written comments to Arosha Jayawickrema, Town Manager, 240 Kensington Road, Berlin, CT 06037, or you may telephone 860-828-7003. Additional information may be obtained at the above address between the hours of 8:30 a.m. to 4:30 p.m. Monday through Wednesday, 8:30 a.m. to 7:00 p.m. Thursday and 8:30 a.m. to 1:00 p.m. Friday.

All are encouraged to participate. The hearing is accessible to the handicapped. Any disabled persons requiring special assistance or non-English speaking persons should contact Jen Ochoa, ADA Coordinator, at 860-828-7010 at least five days prior to the hearing.

The Town of Berlin promotes fair housing and makes all programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

I. Equal Opportunity/Affirmative Action

Mayor Kaczynski convened the Public Hearing by requesting that the Town Manager provide information on the Connecticut Neighborhood Assistance Act Tax Credit Program (“the Program”).

Town Manager Jayawickrema stated that the Program allows non-profit organizations to apply for grants that are paid for by tax credits for corporations. This year the Prudence Crandall Center submitted two proposals, one for energy efficiency and one for their Annual Appeal.

No public comments were made.

Mayor Kaczynski called the Public Hearing at 7:15 p.m.

J. **NEW BUSINESS:**

1. **Topic re: Appropriate \$2,210,640 of FY22 General Fund Unassigned Fund Balance to the Pension/Actuarial Funding account within the General Fund to fund anticipated DB pension payout, pending approval of the Board of Finance. – Finance**

Board of Finance Director Kevin Delaney stated that as part of the budget process the Town’s independent actuaries determine the required pension contribution. The Board of Finance elected to fund within the adopted budget only the amount required to cover the monthly annuity payouts as well as fees and to request a non-budgeted appropriation when it becomes necessary.

At the end of May, a long-tenured police officer elected to retire and when the final payment is made there will only be \$200,000 remaining in the Defined Benefit Plan. Four other officers have also requested their calculations, although none have filed their retirement paperwork at this time, but the Town would not be able to fund any one of them.

This request would appropriate the funds just to meet the actuarial determined contribution. Should any of the officers that requested final calculations were to retire, Mr. Delaney would return to the Council at that time. He added that with this retirement, seven active plan members remain.

Councilor Luddy moved to appropriate \$2,210,640 of FY22 General Fund Unassigned Fund Balance to the Pension/Actuarial Funding account within the General Fund to fund anticipated DB pension payout, pending approval of the Board of Finance.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

2. **Topic re: Affirm prior support proposals from the Prudence Crandall Center for the 2021 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program. – Town Manager**

Councilor Luddy moved to affirm prior support proposals from the Prudence Crandall Center for the 2021 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

3. Topic re: Approve Eagle Scout Project to improve cooking station and elements at Sage Park Pavilion by constructing brick cooking structure and three wooden tables. – Parks and Recreation

Eagle Scout candidate Matthew Ross stated that he is a member of Troop 44 in Berlin. He explained that his Eagle Scout project proposal consists of building three tables for food service and a brick cooking structure at the Sage Park Pavilion. The estimated cost of the project is \$3,050 and he will be fundraising to help cover the expenses.

Mayor Kaczynski stated that numerous Eagle Scout projects have been done for the Town and he appreciates the effort on all the projects and thanked Mr. Ross for his contribution to Sage Park Pavilion.

Councilor Luddy moved to approve the Eagle Scout Project to improve cooking station and elements at Sage Park Pavilion by constructing brick cooking structure and three wooden tables.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

4. Topic re: Approve the Berlin Peck Memorial Library applying for a grant through the American Rescue Plan Act to fund an outdoor extension of our library consisting of shading, tables and chairs for children and adults, portable fencing, and a storage solution. The total dollar amount of the grant is \$18,002.00 and appropriate the \$18,002.00 grant, if received, to the American Rescue Plan Act revenue account and the American Rescue Plan Act expense account in the Special Grants and Donations Fund. – Berlin-Peck Memorial Library

REVISED AGENDA ITEM #4

Topic re: Approve the Berlin Peck Memorial Library applying for a grant through the American Rescue Plan Act to fund an outdoor extension of our library which will allow digital inclusion, a safe pandemic response, implementation of public health protocols, and library services that meet the needs of our community. The total dollar amount of the grant is \$18,002.00. And appropriate the \$18,002.00 grant, if received, to the American Rescue Plan Act revenue account and the American Rescue Plan Act expense account in the Special Grants and Donations Fund. – Berlin-Peck Memorial Library

Acting Library Director Carrie Tysza stated that the Berlin Peck Memorial Library is requesting authorization to apply for a grant through the American Rescue Plan Act to help the Berlin community respond directly to the pandemic.

She added that the Berlin Peck Memorial Library has been allotted \$18,002 which was determined based on a formula for state aid grants, with all libraries in the state receiving an allotment. There are strict parameters for what can be purchased with these funds and a draft was submitted to the

State Library who responded with their suggestions. Ms. Tyszka is now working with the new Library Director to finalize the items to be purchased.

Councilor Luddy moved to approve the Berlin Peck Memorial Library applying for a grant through the American Rescue Plan Act to fund an outdoor extension of our library which will allow digital inclusion, a safe pandemic response, implementation of public health protocols, and library services that meet the needs of our community. The total dollar amount of the grant is \$18,002.00.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

Councilor Luddy moved to appropriate the \$18,002.00 grant, if received, to the American Rescue Plan Act revenue account and the American Rescue Plan Act expense account in the Special Grants and Donations Fund.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

5. Topic re: Approve the contract between the Town of Berlin and the Connecticut Association of Labor Unions #52 (Blue Collar Employees) for the period of July 1, 2021 through June 30, 2024. – Human Resources

Director of Human Resources Denise Parsons stated that the agreement between the Town and the Blue-Collar Employees will expire on June 30, 2021. In January 2021 the Town was notified that the union body had petitioned for a change to their union representation. A vote was held in February and the Connecticut Association of Labor Unions (CALU) was elected as their new representation.

In March the Blue-Collar Union President approached Human Resources requesting an off the record conversation related to the successor agreement which allows the Town to save in contract negotiating legal fees. Several meetings were held between Ms. Parson and the Union President to review the contract and agree to minor language changes, incorporate existing MOUs and to mirror other Town contract language. Ms. Parsons then met with the Town Manager and Finance Director to review the final draft contract.

Highlights of the changes include, added language that would allow for modified work schedules with the approval of the department head, adjusted new-hire vacation language and removed accrual payouts, increased meal allowances, updated seasonal employee language to comply with statutory regulations, added a \$0.75 shift differential for employees who hold a Class A CDL license, and agreed to a 2.25% wage increase as has been done with the other union contracts. This would be a three-year successor agreement.

Councilor Luddy moved to approve the contract between the Town of Berlin and the Connecticut Association of Labor Unions #52 (Blue Collar Employees) for the period of July 1, 2021 through June 30, 2024.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

6. Topic re: Award contract for the 2022 property revaluation to lowest qualified bidder Municipal Valuation Services, LLC for a total cost of \$189,900.00. – Assessor

Town Manager Jayawickrema introduced this item by explaining that a real property revaluation is statutorily required to be done every five years.

Assessor Joseph Ferraro stated that three bids were received. The lowest bidder did not include charges for litigation/consulting or pre-trials. The next highest bidder did comply with the RFP and included the litigation/consulting and pre-trials, and the firm also has three staff members with the Member Appraisal Institute designation which is essential for pre-trials.

Councilor Luddy moved to award contract for the 2022 property revaluation to lowest qualified bidder Municipal Valuation Services, LLC for a total cost of \$189,900.00.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

7. Topic re: Authorize the Town Manager to sign a grant application and to administer a Connecticut Department of Housing Affordable Housing Plan Technical Assistance Grant in the amount of up to \$15,000. – Economic Development

Economic Development Coordinator Jim Mahoney stated that in accordance with section 8-30j of the Connecticut General Statutes the State requires each town to prepare an Affordable Housing Plan by July 2022. The Connecticut Department of Housing has invited towns with populations of less than 50,000 to apply for an Affordable Housing Plan Technical Assistance Grant of up to \$15,000 to help cover the costs associated with developing the Affordable Housing Plan (AHP).

The Town has issued an RFP for consultants to prepare an AHP in conjunction with the process to update the Town's Plan of Conservation and Development. Combining the two is more efficient as they are related subjects.

Councilor Luddy moved to authorize the Town Manager to sign a grant application and to administer a Connecticut Department of Housing Affordable Housing Plan Technical Assistance Grant in the amount of up to \$15,000.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

8. Topic re: Authorize the purchase of one Dodge Charger from Gengras CJD, LLC of East Hartford, CT for an amount not to exceed of \$27,400.80 utilizing State of CT DAS contract # 19PSX0161. – Municipal Garage

Fleet Manager Jim Simons stated that on May 27, 2021 one of the Detective unmarked cars was totaled in an accident. That vehicle is being replaced with a Dodge Charger which is a few thousand dollars less than what is normally spent, but the Charger will give the unmarked detective car a different look.

Councilor Rosso questioned why the decision was made to purchase the Charger specifically. Mr. Simons explained that various options were investigated, and it was determined that the Charger would best meet the needs of the department.

Councilor Luddy moved to authorize the purchase of one Dodge Charger from Gengras CJD, LLC of East Hartford, CT for an amount not to exceed of \$27,400.80 utilizing State of CT DAS contract # 19PSX0161.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

9. Topic re: Waive the bidding procedure and award a contract for GIS annual maintenance and departmental services to New England Geo-Systems of Middletown, CT for an amount not to exceed \$30,000.00, as this is in the best interest of the Town. – Public Works

Director of Public Works Mike Ahern explained that New England Geo-Systems maintains the Town's Geographic Information System (GIS) which is used by various Town departments as well as the public. Their services include support for various departments, training, map printing, map updates, software support, and host fees.

Mr. Ahern added that in the past twelve months over 12,000 customers have used the public GIS site.

Councilor Luddy moved to waive the bidding procedure and award a contract for GIS annual maintenance and departmental services to New England Geo-Systems of Middletown, CT for an amount not to exceed \$30,000.00, as this is in the best interest of the Town.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

K. APPOINTMENTS:

- 1. Board of Ethics – Alternate – Vacancy** - New term would be until January 31, 2023. Can only be filled with an R or U.
- 2. Cemetery Committee – Alternate – Vacancy** -Term would be until January 31, 2027. Can be filled with a D, R or U.
- 3. Inland Wetlands & Water Courses Commission – Alternate – Vacancy** – New term would be until January 31, 2023. Can be filled with a D, R or U.

4. **Plainville Area Cable Television Advisory Council (PACTAC) – Vacancy** – New term would expire on June 30, 2021. Can be filled with a D, R or U.
5. **Plainville Area Cable Television Advisory Council (PACTAC) – Vacancy** – New term would expire on June 30, 2021. Can be filled with depends on the above appointment. There are only two members from Berlin for this board.
6. **Public Building Commission – Vacancy** - New term would be until January 31, 2025. Can be filled with a D, R or U.

Councilor Luddy placed in nomination the name of Rocco Buccheri (R) of 11 Peter Parley Row for appointment to the Public Building Commission.

Mayor Kaczynski asked if there were any further nominations. There being no further nominations, he declared the nominations closed.

Vote being 7-0 in favor of Rocco Buccheri (R) to serve on the Public Building Commission. Term ending January 31, 2025.

7. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
8. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
9. **VNA – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.
10. **VNA – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.
11. **VNA – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.
12. **VNA – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.
13. **Water Control Commission – Alternate – Vacancy** -New term would be until January 31, 2026. Can only be filled with a D or U.
14. **Youth Services Advisory Board – Service Consumer- Vacancy** – New term would be until January 31, 2024.

L. TOWN MANAGER'S REPORT:

- A request was received from Danielle Morisse-Corsetti for the Town to fly the LGBTQ Pride flag in front of Town Hall during the last week of June which the Town Manager is bringing to the Council for discussion.

Councilor Angelico-Stetson stated that she fully supports the idea.

Councilor Paonessa stated that the current flagpoles hold the flags of the State of Connecticut and the United States which cover all citizens. He stated that he believes to take one group and separate them is a negative to that group, adding that government flagpoles should be for government flags.

Mayor Kaczynski stated that the Town does not have a policy regarding this issue and added that typically honoring groups is done through proclamations from Town Council. He fears that setting the precedent of flying a group's flag on a Town flagpole would never allow the Town to refuse a group to do so in the future. He added that going forward a policy would be created regarding the use of Town flagpoles.

Mayor Kaczynski allowed comments from the audience of citizens.

Steve Vnuk, 46 Thompson Road – Mr. Vnuk inquired about the POW/MIA flags he has seen on flagpoles in Town. Mayor Kaczynski stated that those flags fall under Armed Forces.

Marc Del Valle, 43 Camels Back – Mr. Del Valle suggested looking at neighboring towns that are flying the flag to determine how they made that decision. He added that even the White House was adorned in the colors of the Pride flag.

Danielle Morisse-Corsetti, 75 Cottage Street – Ms. Morisse-Corsetti added that she understands that the Town Council is not saying this is about the Pride cause specifically but she worries that it is going to look like it's about Pride specifically and a refusal to be welcoming and accepting.

Mayor Kaczynski stated that was the reason for tonight's Proclamation. He added that once a policy is researched by the Town Attorney and an ordinance is in place, a determination can be made on the ability to fly flags on Town flagpoles, so everyone is treated fairly.

Councilor Luddy thanked the speakers for coming to tonight's meeting. He stated that since Town Hall is off the beaten path maybe Volunteer Park on Farmington Avenue is a more suitable location that can be considered when a policy is created.

Councilor Paonessa thanked those that came out tonight and added that this is the beginning, not the end. He added that they've pointed out that this is something the Town needs to investigate.

Town Manager Jayawickrema added that last year Councilor Angelico-Stetson did request that the Town do something to recognize Pride month. The Town Manager did reach out to neighboring towns and their response was that the government did not put anything out but encouraged residents to show support on private property.

Mayor Kaczynski added that this matter would be taken up by the Ordinance Committee and those meetings are open to the public. He encouraged those interested in the subject to provide any research or information they may have on the topic and forward it to the Town Manager.

- American Rescue Plan Act (ARPA) – Towns are receiving money from the U.S. Treasury as part of the ARPA. Berlin will be receiving between \$2 million and \$6 million with half being received shortly and the other half due to be received in 2022. The U.S. Treasury issued parameters on how these funds can be utilized.

The Town Manager suggests that a Joint Meeting of the Town Council and Board of Finance be held in September. He and the Finance Director will then condense the parameters for fund allocation so discussion can be held on how the Town will use the funds. He added that the Town has until 2026 to use the funds.

- Senior Center Reopening – The Senior Center will be reopening soon after the 4th of July. The Center has been hosting a number of outdoor events for the seniors with good participation, but they would like to be able to gather inside again. He added that an additional meeting for the proposed Community/Senior Center will be held at the Senior Center, possibly in early July, to allow better access for the seniors to attend.
- Summer Camps will be starting on June 22nd. Both Town pools will also be reopening with all Public Health restrictions lifted.
- An Ordinance Committee meeting is scheduled for June 24th regarding the leash ordinance.
- Timberlin Golf Course – A joint meeting was held with the Golf Commission and Town Council. A Statement of Need will be written and brought to Town Council for discussion.
- Kensington Fire Department parking lot – Public Works is assisting the Fire Department with the permitting process regarding the parking lot repair as it needs to be approved by the Inland Wetlands Commission.
- The new Library Director Kim McNally started on Monday. She brings a lot of new ideas and energy and the Town is thrilled to have her.
- Town Manager Review – Would like to schedule for next meeting.

M. SPECIAL COMMITTEE REPORTS:

None

N. COUNCILORS' COMMUNICATION:

None

O. ACCEPTANCE OF MINUTES:

June 1, 2021

Councilor Luddy moved to accept the Town Council Meeting Minutes of June 1, 2021.

Seconded by Councilor Paonessa.

Those voting in favor: Councilor Luddy, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Abstained: Councilor Angelico-Stetson

Vote being 6-0-1 (MOTION CARRIED)

P. ADJOURNMENT

Councilor Luddy moved to adjourn at 8:21 p.m.

Seconded by Councilor Rosso.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting