

AGREEMENT BETWEEN
THE TOWN OF BERLIN, CONNECTICUT

and

CALU LOCAL #911
(EMERGENCY DISPATCHERS)

JULY 1, 2023 – JUNE 30, 2026

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AGREEMENT

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

Article 1

RECOGNITION

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

Article 2

UNION MEMBERSHIP

- 2.1 All persons employed after the date of signing this Agreement may join the Union within thirty (30) calendar days of their date of hire.
- 2.2 The Town agrees to deduct from the pay of all bargaining unit employees who authorize such deductions from their wages in writing such membership dues as may be fixed by the Union in accordance with Section 2.4 of this Article. Such deductions shall continue for the duration of the Agreement.
- 2.3 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reasons of, action taken by the Town for the purpose of complying with the provisions of this Article.

Article 3

TOWN RIGHTS

- 3.1 Unless expressly and specifically limited, modified, abridged, or relinquished by specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulation with respect to members of the Town's Departments, shall remain vested and exclusively in the Town of Berlin, including but not limited to the following:
 - determine the standards of services to be offered by Town Departments;
 - determine the standards of selection for Town employment;

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

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

Article 4

HOURS OF WORK AND OVERTIME

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

4.2 The workday shall consist of the following shifts:

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

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

Effective July 1, 2021, any member assigned to work on the night shift, or any part thereof (2245-0715), will receive a shift differential for all hours worked on that shift of

\$1.00 per hour above the member's base rate of pay. The shift differential shall not be included in the calculation of the overtime rate.

- 4.3 When an employee is called to return to duty from home or other off duty locations and the hours of such duty are not contiguous with the terminal hours of a regular shift or tour of duty, he shall be guaranteed a minimum of four (4) hours pay in the event that his services are not required for such a period or the prescribed rate of pay times the number of hours worked, whichever is greater. An employee may be called in early to duty. The employee will be paid from time of the call if they report to duty within thirty (30) minutes of the initial call, otherwise they will be paid for the time upon arrival.
- 4.4 Dispatchers shall be scheduled to work either (A) four (4) months on the Night (3rd) shift or (B) a one (1) month day/one (1) month evening rotation. Assignments to these shifts shall be bid by seniority every four (4) months. There shall be no involuntary rotation of an employee's shift. Employees may exchange shifts to permit attendance at training sessions and similar function or for personal reasons when feasible within requirements of the Town and shall be submitted in written following the chain of command for approval by the Deputy Chief or his/her designee.

The basic work week of the Dispatch Supervisor shall be two (2) week rotation of either a five (5) days on two (2) days off, four (4) days on three (3) days off, or a five (5) days on three (3) days off, four (4) days on two (2) days off schedule. In either case, the Dispatch Supervisor shall work 8.75 hours each day.

- 4.5 Shift Swaps:
- A. All exchanges must be requested in advance in writing and be submitted following the chain of command for approval by the Chief or his/her designee.
 - B. Once a swap has been approved, the responsibility for the shift rests with the employee now scheduled to work. If the employee becomes ill and cannot work, he/she shall be charged with the sick time deduction and the shift will be processed as any other open shift. Any and all types of approved time off will be deducted from the employee taking responsibility for the shift.
 - C. Exchange of shifts and days off shall be permitted within the requirements of the Berlin Police Department, provided that such exchanges do not create overtime and are within the same work week.
- 4.6 Employees shall be paid overtime for all hours worked in excess of the work day and/or work week specified above. There shall be a four (4) hour minimum for all call-ins, payable at the overtime rate. The overtime rate shall be time and one-half the employee's regular hourly rate. Dispatchers will have first choice in filling scheduled overtime.
- 4.7 Overtime assignments shall be allocated by means of the distribution system, mutually agreed to between the parties as follows"

Overtime shall be allocated by means of "InTime Staff Scheduling and Time Management" software system. The system posts assignment by date and time. It then automatically fills the assignment based upon the number of jobs assigned to a member that week, assigning the member that has signed up for the job with the least amount of jobs for that week. If two or more members are signed up with the same number of jobs, it then reverts to the least number of hours worked for the quarter. If two or more members still have the same number of hours, the most senior member is assigned. It is the responsibility of the Union to determine the time parameters of the posts and fillings.

- 4.8 The Dispatch Supervisor will be allowed to flex working hours not to exceed 16 hours per calendar week within operational requirements and approval of the division supervisor, in order to work overtime assignments that cannot be filled by off-duty regular members.
- 4.9 If overtime is not filled by this method, then the mandatory overtime agreement shall be in effect and Dispatchers shall be ordered in for the available overtime, as follows:

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

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

- 4.10 Employees may accrue compensatory time off in lieu of paid overtime as outlined under FLSA regulations. Compensatory time will be tracked by days or fractions thereof (e.g. one-half (.5) day, three quarters (.75) day). Members may carry no more than 10 days of compensatory time in their time banks. Compensating time shall be earned in one-hour increments. Members shall be allowed to take compensatory time off in blocks, one-half day (.5) or whole days, except that requests for compensatory time off shall be denied if it creates overtime. Unused compensatory time shall be carried over from fiscal year to fiscal year. No member can be ordered to take compensating time in lieu of pay by the Town for any reason. Dispatchers shall not work more than seventeen (17) hours in any twenty-four (24) hour period.

Article 5

PROBATIONARY PERIOD

- 5.1 Each dispatcher shall serve a one (1) year probation period commencing upon the completion of the CTO training program. During such period, the employee/dispatchers

may be discharged by the Town without recourse of the grievance and arbitration provisions of this Agreement by either the Union or the employee.

Article 6

SENIORITY

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

Article 7

PROMOTIONS

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

ARTICLE 8

LONGEVITY

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

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

- 8.2 Upon becoming eligible for longevity pay, such pay shall be prorated from the employee's anniversary date to the start of the next fiscal year (July 1st). Thereafter, employees shall receive longevity pay in two payments on the second (2nd) payday following December 1 and June 1. Longevity shall be paid only as earned and not in advance. Longevity pay shall be prorated for part-time employees.

Article 9

INSURANCE

- 9.1 Employees working at least thirty (30) hours per week, and their dependents are eligible to participate in the insurance benefit plan agreed to by the Town and the Union in the coalition agreement attached hereto as Appendix B, unless modified through agreement by the Town and the Union through the coalition medical group. Any such changes shall be by way of a signed written agreement and appended hereto as Revised Appendix B.
- 9.2 Short Term Disability Insurance providing income of 66 2/3% of base weekly wage per week (to a maximum of \$600.00) in the event of disability with a thirteen (13) week maximum.
- 9.3 Group Life Insurance for each employee in an amount equal to her annual base wage rounded up to the nearest \$1,000, with a minimum of \$10,000 and a maximum of \$100,000.
- 9.4 Accidental Death and Dismemberment Insurance equal to the Life insurance amount.
- 9.5 Additional Accidental Death and Dismemberment Insurance in the amount of One Hundred Thousand (\$100,000.00) Dollars.
- 9.6 Any bargaining unit member who shall suffer personal injury in the course of employment with the Town, and who shall be eligible for weekly payments under the Workers' Compensation Act, shall be paid by the Town the monetary difference between the employee's net weekly straight time wages and benefits payable under the Act for a period of six (6) months. Absence during such injury shall not be charged to an employee's earned time (vacation, sick leave, etc.).
- 9.7 The Town will continue to provide the benefits enumerated in this Article with respect to health care benefits to all retired employees and their eligible dependents until Medicare eligibility. The full cost of such continuance shall be paid by the retiree. Medicare eligible retirees may purchase the Town's supplemental insurance at group rates through the Town, if available.
- 9.8 Employees shall be granted all benefits provided herein with such benefits prorated, based on the employee's work week against forty (40).
- 9.9 The Town reserves the right to change insurance carriers as long as benefits and coverages remain substantially equivalent to those enumerated in this Agreement, when considered as a whole. If the Town does change carriers, it shall notify the Union thirty (30) days in advance of such change.

Article 10

RETIREMENT PLANS

- 10.1 The terms of the Coalition Bargaining Agreement dated January 8, 2015 and attached hereto as Appendix C shall be followed with respect to the Defined Contribution Plan. The Town agrees to allow a representative from this bargaining unit to sit on the Pension Investment Committee.

Article 11

HOLIDAYS

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

New Years' Day	January 1
Martin Luther King Day	State Observed Holiday
President's Day	State Observed Holiday
Good Friday	State Observed Holiday
Memorial Day	State Observed Holiday
Juneteenth	June 19
Independence Day	July 4
Labor Day	State Observed Holiday
Columbus Day	State Observed Holiday
Veteran's Day	November 11
Thanksgiving Day	State Observed Holiday
Christmas Day	December 25

- 11.2 Employees shall have the option to receive a one (1) day, eight (8) hours time off per holiday (excluding workers' compensation leave) at some other mutually agreed time in lieu of holiday pay, provided it does not create an overtime situation. Holiday Time may be taking in four (4) hour increments. Holidays do not accrue beyond the current fiscal year.
- 11.3 A dispatcher working on a holiday shall receive double time (2x) for all hours worked on a holiday plus holiday pay as specified above provided the dispatcher works the day before the holiday and the day after the holiday unless one of these days is a scheduled day off. If a holiday occurs while an employee is on vacation leave, the holiday will be considered as a paid holiday and not a vacation day.
- 11.4 Dispatchers will receive two (2) floating holidays as approved by the department head between July 1st and June 30th - no accrual from year to year. Floating holidays may be taken in four (4) hour increments provided it does not create a mandatory overtime.

Article 12
PERSONAL LEAVE

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

Article 13
VACATION

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

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

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

New employees hired between July 1st and December 31st will receive five (5) days of vacation upon hire, which can be used after successful completion of the initial training period. New employees hired between January 1st and June 30th will receive five days (5) of vacation on July 1st which can be used upon successful completion of the initial training period.

- 13.2 Vacations between June 1 and September 15 shall be for no more than two (2) weeks. One employee per shift shall be authorized to take vacation time off. Denial of vacation time may only be made if there is no replacement available or in the case of an emergency. An employee may take any additional vacation to which he/she is entitled as scheduled to be submitted in writing following the chain of command for approval of the Chief of Police or his/her designee.
- 13.3 Requests for vacation must be submitted in writing to the Chief of Police or his/her designee by March 1 of each year if the vacation is desired between June 1 and

September 15th. In return, a reply from the office of the Chief or his/her designee shall be returned to the person submitting said request by April 1st approving or denying the request. If, due to operational requirements, the Town/Police administration denies vacations, a reason must be presented in writing.

- 13.4. When necessary, preference as to time of taking vacation shall be given to employees of greater seniority. Vacation may be taking in four (4) hour increments. Once vacation day is approved, it cannot be denied.
- 13.5. No more than two (2) weeks, 80 hours of vacation time may be carried from one fiscal year to another. Carry over vacation time must be used no later than November 1st of the fiscal year. During any fiscal year, a member may elect to receive pay for up to five (5) unused vacation days.
- 13.6. Upon termination of employment with the Town in good standing the employee shall be paid all accumulated and unused vacation time, and such payment shall be paid to the employee (or if deceased to the employee's estate or beneficiary). In no event shall such payment exceed three (3) weeks of pay.

Article 14

SICK LEAVE

- 14.1 The parties hereby agree that sick leave shall be allowed in the event of actual illness or injury of an employee and shall not be considered as a privilege which an employee may use at her discretion. No more ten (10) sick days per year may be used to care for the illness or injury 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. Family sick leave must be denoted on the timecard for payroll to track. Sick leave shall be allowed for lost time for medical, optical or dental appointments during working hours as approved by the Supervisor. Sick leave shall be used in increments of at least one (1) hour.
- 14.2 For any absence for which sick leave is claimed, notice must be given on scheduled work day to the Supervisor within two (2) hours before starting time. The Town may require evidence of eligibility for sick leave when an employee has been absent for three (3) consecutive days or more or when there is reason to suspect abuse of sick leave, in the form of a physician's certificate. Such certificate shall state the nature of the illness or injury and the expected duration. Sick leave can be taken in one (1) hour increments if it doesn't create overtime and four (4) hour increments if it does create overtime.
- 14.3 Regular full time employees shall earn sick leave credits at the rate of one and one quarter (1-1/4) normal work day per month, up to a maximum of fifteen (15) sick leave days per fiscal year. Sick leave may be cumulative to one hundred fifty (150) days.
- 14.4 The Town will place employees who are absent from work due to illness or injury for

five (5) or more consecutive days on Family and Medical Leave when appropriate. The FMLA is granted in conjunction with sick leave benefits, they are used concurrently. FMLA paperwork will be required and failure to medically substantiate absences under this policy will result in loss of benefit.

- 14.5 Employees on unpaid Family and Medical Leave shall continue to pay their portion of the premium cost of their health insurance contribution out of pocket.
- 14.6 Paternity (or non-birthing parent) leave for the birth of a child shall not exceed thirty (30) consecutive days of member's sick leave.
- 14.7 Maternity Leave shall be granted in accordance with the Federal Family and Medical Leave Act which entitles employees up to twelve (12) weeks of leave within a 12-month period (total FMLA leave determined by employee's physician via medical certification). FMLA requests must be submitted to the Human Resources department at least thirty (30) days prior to the start of your leave. FMLA is unpaid, however if you have sick, vacation or personal time accrued, the employee will be required to exhaust their accrued time while under FMLA.

Article 15

WORKERS' COMPENSATION LEAVE

- 15.1 In the event an employee is absent due to injury suffered in the course of his employment, he shall receive from the Town of Berlin a weekly amount equal to that to which he would be entitled under the Workers' Compensation Act until such time as he begins receiving payments directly from the Workers' Compensation insurance carrier; and, at that time, all sums advanced by the Town under the provisions of this paragraph shall be returned by the employee to the Town of Berlin.
- 15.2 The Town shall not withhold Federal taxes or apply any deductions against that portion of the weekly advance payment made under the provisions that represent an amount equal to Workers' Compensation payments.
- 15.3 The Town reserves the right to require the employee to submit to an independent medical examination by a doctor of the Town's choice and at the Town's expense.

Article 16

MILITARY LEAVE

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

Article 17

JURY DUTY

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

Article 18

BEREAVEMENT LEAVE

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

Article 19

DISCHARGE & DISCIPLINE

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

infraction was previously committed and no disciplinary action has been taken against the employee in the interim.

Article 20

GRIEVANCE AND ARBITRATION

- 20.1 Should any dispute arise with the Town by the Union and/or an employee over the interpretation or application of any specific provision of this Agreement, it shall be settled in the manner detailed below. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances, which may from time to time arise affecting the welfare or working conditions of employees.
- 20.2 The grievance procedure for Police Dispatcher shall be as follows:
- STEP ONE: The aggrieved employee shall present the grievance in writing to the Deputy Chief not later than fourteen (14) calendar days after the occurrence of the incident giving rise to the grievances. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. The grievance shall be orally discussed by the supervisor, the employee, and/or the steward and/or the president who shall attempt to settle it within seven (7) calendar days.
- STEP TWO: If they are unable to do so, the grievance may be submitted to the Chief of Police within fourteen (14) calendar days thereafter. If submitted, the grievance shall be discussed with the employee or representative of the Union and the Chief of Police who shall attempt to settle it within seven (7) calendar days. If they are unable to do so, the grievance may be submitted within fourteen (14) calendar days thereafter by the Union to the Board of Police Commissioners to be heard at their next scheduled meeting.
- STEP THREE: If submitted, the grievance may be discussed by the employee or local union representative and CALU representative of the Union with the Board of Police Commissioners or unless the grievance relates to a financial matter (not including disciplinary actions) at which time it shall be submitted to the Town Manager. The Board's answer to the grievance shall be in writing. In the event they are unable to settle the grievance within fourteen (14) calendar days, it may be submitted by the Union for arbitration as provided below.
- 20.3 In the event the parties are unable to settle the grievance as outlined above, it may be submitted by the Union to mediation and/or arbitration under the State Mediation and Arbitration Service. The request for mediation and/or arbitration must be in writing and be filed with the State Board of Mediation and Arbitration not later than thirty (30) days after the written answer of the Town's designated representative in Step Three is given to the Union.
- 20.4 Any grievance not submitted to a higher step in the grievance procedure within the time limits provided above shall be deemed settled on the basis of the decision of the Town in the last step in which the grievance was discussed and shall not be subject to further processing.

- 20.5 The arbitrator's award shall be final and binding as provided by law, but he shall not have power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement

Article 21

UNION BUSINESS

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

Article 22

MISCELLANEOUS PROVISIONS

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

Article 23

CLOTHING ALLOWANCE

- 23.1 Upon successful completion of the CTO program, dispatchers shall be eligible for up to \$300 per fiscal year for uniform reimbursement upon submission of receipt. Effective July 1, 2021 the uniform reimbursement will be increased to \$350.
- 23.2 The uniform allowance will be prorated for those employees who are less than full-time equivalent.
- 23.3 Employees must submit receipts for purchases prior to payment or use the purchase orders at approved vendors for the annual uniform allowance.
- 23.4 All employees receiving a uniform allowance shall adhere to the Department's established Dress code.

Article 24

TUITION AND EDUCATION REIMBURSEMENT

- 24.1 The Town agrees to provide bargaining unit members with financial reimbursement for job and/or career related training or education within the following parameters:
 - A. Prior approval for the course, training program or seminar must be requested by the bargaining unit member following the chain of command for approval by the Chief of Police or his/her designee.
 - B. Such education or training must be directly related to member's current job, or a specific future promotional opportunity that may occur within the Town. Promotional opportunities need not be limited to bargaining unit positions, but must be related to positions currently existing with the Town or those the Town clearly intends to establish.
 - C. There shall be a \$2,000 limit for the unit pro-rated per year based on the number of participants each year for tuition or cost of courses. Books, fees, transportation and miscellaneous expenses are excluded.
 - D. In order to receive reimbursement, the member must present to the Town Manager:
 - 1) Evidence of tuition payment in full.
 - 2) Evidence of satisfactory completion of the course, with a grade of "B" or a pass in instances where a course is offered on a pass/fail basis.
 - E. All such education and/or training must occur during non-duty hours unless approval is received in advance by the Chief of Police or his/her designee following the chain of command.

- F. Information regarding minimum educational requirements for existing Town positions and possible future Town positions will be made available to any member by appointment with the Town Manager. Such information shall be used by the Town Manager and bargaining unit members to determine the feasibility of any intended tuition reimbursement request.

Article 25

COMPENSATION STEP SCHEDULE

- 25.1 In the event a new employee is a U.S. certified Telecommunicator, he/she shall be placed on the wage scale in accordance with the following:
- Less than 10 years' experience: Step 1
10 or more years' experience: Step 2
- 25.2 Training differential for CTO dispatcher: +\$2.75 per hour during training as reflected in Appendix A.
- 25.3 Pay shall be processed Bi-weekly. Errors in payroll shall be adjusted as soon as practicable, but no later than the next pay period.

Article 26

COMPENSATION STEP SCHEDULE ADVANCEMENT

- 26.1 All Employees shall advance to their applicable step annually on July 1st reaching Step 4.
- Employees shall be advanced to the 6th year, 8th year, and 10th year steps as follows:
- Employees hired between July 1st and June 30th of any year shall receive one year of towards the next highest step in wage schedule on the first (1st) day of July immediately preceding the anniversary date of his/her employment.
- Employees hired between January 1st and June 30th of any year shall receive one year of credit towards the next highest step in the wage schedule on the first (1st) day of July immediately following the anniversary date of his/her employment.
- 26.2 New employees shall be placed in the "Entry" step and shall remain in that step for one (1) calendar year, after which time they shall be advanced to Step I, and subsequently follow procedure I above.

Article 27

DURATION

- 27.1 This Agreement contains the full and complete agreement between the Town and the Union on all bargainable issues and neither party shall be required during the term hereof

to negotiate or bargain upon any issue whether it is covered or is not covered in this Agreement.

27.2 This Agreement shall be binding upon the Town, the Union and the employees and shall continue from the 1st day of July, 2023 until midnight on the 30th day of June, 2026.

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

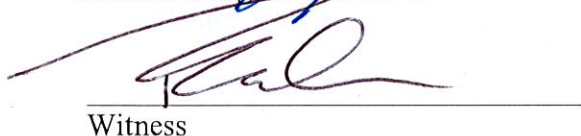
IN WITNESS WHEREOF, that the parties have caused their names to be signed on this 21st June, 2023.

FOR THE TOWN OF BERLIN

REPRESENTING LOCAL #911 OF
CONNECTICUT ASSOCIATION OF LABOR
UNIONS


Town Manager


President, CALU Local #911


Witness



APPENDIX A

	Entry	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Incr	Incr
Civilian Dispatcher	FY23	28.57	29.22	29.83	30.54	31.12	31.12	31.97	31.97	32.78	33.60	2.25%	\$0.00
Civilian Dispatcher Trainer	FY23	30.32	30.97	31.58	32.29	32.87	32.87	33.72	33.72	34.53	35.35	0.0%	\$1.75
Civilian Dispatcher Trainee	FY23	26.82	27.47	28.08	28.79	29.37	29.37	30.22	30.22	31.03	31.85	0.0%	\$1.75
Administrative Dispatcher	FY23	32.30	33.00	33.71	34.49	35.16	35.16	36.09	36.09	37.03	37.96	2.25%	0.00

	Entry	1st	2nd	3rd	4th	5th	6th	Incr	Incr
Civilian Dispatcher	FY24	30.62	31.23	31.94	32.52	33.37	34.18	35.00	\$1.40
Civilian Dispatcher Trainer	FY24	33.37	33.98	34.69	35.27	36.12	36.93	37.75	\$2.75
Civilian Dispatcher Trainee	FY24	28.87	29.48	30.19	30.77	31.62	32.43	33.25	\$1.40
Civilian Dispatcher	FY25	32.37	32.98	33.69	34.27	35.12	35.93	36.75	\$1.75
Civilian Dispatcher Trainer	FY25	35.12	35.73	36.44	37.02	37.87	38.68	39.50	\$2.75
Civilian Dispatcher Trainee	FY25	30.62	31.23	31.94	32.52	33.37	34.18	35.00	\$1.75
Civilian Dispatcher	FY26	34.12	34.73	35.44	36.02	36.87	37.68	38.50	\$1.75
Civilian Dispatcher Trainer	FY26	36.87	37.48	38.19	38.77	39.62	40.43	41.25	\$2.75
Civilian Dispatcher Trainee	FY26	32.37	32.98	33.69	34.27	35.12	35.93	36.75	\$1.75

Dispatch Supervisor

	Entry	1st	2nd	3rd	4th	5th	6th	Incr	Incr
Dispatcher Supervisor	FY24	36.85	37.56	38.34	39.01	39.94	40.88	41.84	\$3.85
Dispatcher Supervisor	FY25	38.60	39.31	40.09	40.76	41.69	42.63	43.56	\$1.75
Dispatcher Supervisor	FY26	40.35	41.06	41.84	42.51	43.44	44.38	45.31	\$1.75

APPENDIX B

COALITION BARGAINING AGREEMENT

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

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

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

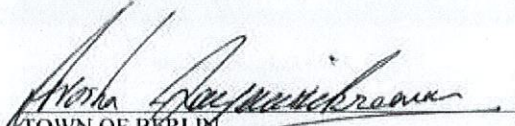
WHEREAS, a description of the 2021-2026 MICA insurance plan is attached hereto as Exhibit A; and

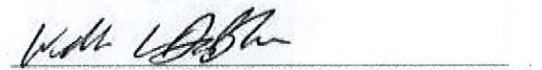
WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;

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

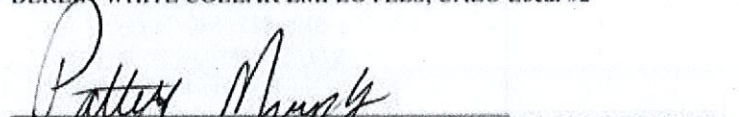
1. The updated MICA agreement effective July 1, 2021 shall replace the existing coalition health insurance provisions from the 2017 - 2021 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2021.
2. MICA shall remain in effect from the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

IN WITNESS WHEREOF, the undersigned have executed this agreement this 17 of February 2021.



TOWN OF BERLIN


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


BERLIN WHITE COLLAR EMPLOYEES, CALU Local #2


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


BERLIN MIDDLE MANAGEMENT ASSOCIATION


BERLIN DISPATCHER EMPLOYEES, CALU Local #911


THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

OPTION 1: Century Preferred PPO:

NO CHANGE IN CURRENT PLAN DESIGN

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

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

Vision:	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 HR by June 30th of the plan year.

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

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

INSURANCE WAIVER BENEFIT

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

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

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