

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF BERLIN, CONNECTICUT**  
**AND**  
**BERLIN POLICE UNION,**  
**FRATERNAL ORDER OF POLICE LODGE 56**

**July 1, 2023 – June 30, 2026**

**INDEX**

	AGREEMENT.....	2
ARTICLE I	UNION RECOGNITION .....	2
ARTICLE II	THE RIGHTS OF THE TOWN .....	2
ARTICLE III	UNION SECURITY .....	3
ARTICLE IV	SENIORITY/PROMOTION TESTING.....	3
ARTICLE V	HOURS OF WORK.....	6
ARTICLE V	OVERTIME.....	9
ARTICLE VI	MINIMUM STAFFING .....	10
ARTICLE VII	EXTRA OR SPECIAL POLICE DUTY .....	11
ARTICLE VIII	SICK LEAVE .....	12
ARTICLE IX	FUNERAL LEAVE.....	13
ARTICLE X	VACATIONS AND PERSONAL DAYS .....	13
ARTICLE XI	HOLIDAYS .....	15
ARTICLE XII	GRIEVANCE PROCEDURE.....	16
ARTICLE XIII	DISCIPLINE AND DISCHARGE .....	18
ARTICLE XIV	CLOTHING ALLOWANCE.....	20
ARTICLE XV	INSURANCE, PENSION, AND DISABILITY.....	21
ARTICLE XVI	WAGES .....	24
ARTICLE XVII	GENERAL PROVISIONS .....	25
ARTICLE XVIII	NO STRIKE OR LOCKOUT .....	28
ARTICLE XIX	INJURY LEAVE .....	28
ARTICLE XX	LIGHT DUTY .....	29
ARTICLE XXI	COLLEGE INCENTIVE.....	30
ARTICLE XXII	LATERAL HIRING OF POLICE OFFICER.....	30
ARTICLE XXIII	DURATION.....	31
APPENDIX I	WAGE SCHEDULE.....	32
APPENDIX II	MANDATORY OVERTIME.....	33
APPENDIX III	REIMBURSEMENT AGREEMENT - NEW HIRE.....	34
APPENDIX IV	MEDICAL EXAMINATION FORMS .....	33
APPENDIX V	COALITION AGREEMENT - HEALTH INS. BENEFITS.....	39
APPENDIX VI	POLICE POST RETIREMENT MEDICAL FUND .....	44

## **AGREEMENT**

This AGREEMENT is entered into as of July 1, 2023 by and between the Town of Berlin (hereinafter called the "Town"), and the Berlin Police Union, Fraternal Order of Police Lodge 56, (hereinafter referred to as the "Union").

It is the intention of the parties in entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate rights and needs of the members of the Union as well as the obligation of the Town to protect the public safety consistent with the traditions exhibited in the line of duty by police officers everywhere.

Wherever necessitated in this Agreement, the Berlin Police Department shall be referred to as the "Department", and the Department Head shall be referred to as the "Chief". Now, therefore, in consideration of the mutual obligations contained herein the parties agree as follows:

### **ARTICLE I**

#### **UNION RECOGNITION**

1.1 The Board of Police Commissioners of the Town of Berlin, Connecticut, pursuant to the authority of MERA, as amended, having been furnished with satisfactory evidence that a majority of the sworn employees of the Berlin Police Department have designated the Fraternal Order of Police Lodge 56, Berlin Police Union, as the exclusive bargaining representative for all employees in the classification of Officer, Detective, Sergeant and Lieutenant on the Berlin Police Department excluding all other employees.

### **ARTICLE II**

#### **THE RIGHTS OF THE TOWN**

2.1 Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, powers and authority held by the Town and any of its Departments, Agencies, Commissions or Boards pursuant to any Charter, General or special statute, ordinance regulation or other lawful provision, over matters involving the municipality and the complete operational control over the policies, practices, procedures and regulations with respect to employees of the Police Department shall remain vested solely and exclusively in the Town of Berlin.

2.2 It is expressly agreed that practices with respect to wages, hours and conditions of employment that are not addressed by a specific provision of this Agreement are mandatorily

negotiable in accordance with the provisions of the Municipal Employee Relations Act.

### **ARTICLE III**

#### **UNION SECURITY**

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

3.2 The deductions shall be made each payday and shall be remitted to the Union.

3.3 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 IV**

#### **SENIORITY/PROMOTION TESTING**

4.1 Seniority shall be defined by total continuous length of service in the member's job classification except that in the case of vacations and layoffs, seniority shall be determined by the member's total continuous length of service in the Department.

4.2 Whenever more than one (1) person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed on the same day shall be determined by their relative position on the qualifying examination, with the greatest seniority being granted to the individual standing highest on the list amongst those appointed and so on down in that order.

4.3 Each member shall serve a one (1) year probationary period commencing with the date of certification. During such period, the member may be discharged by the Town without recourse to the Grievance and Arbitration provisions of this Agreement by either the Union or the member. During the first six (6) months of the probationary period, a member may be scheduled by the Chief to a particular shift, for training and experience.

4.4 In filling any promotional vacancy within the bargaining unit, the Board of Police Commissioners shall appoint one of the three (3) candidates with the highest passing marks on the examination. Notice of the examination shall be posted on the Union Bulletin Board and Power DMS (or subsequent system) at least sixty (60) days prior to said testing date.

Examinations will be created by an independent, outside entity chosen by the Town, and shall be composed of:

Written Test.....	60%
Oral Test.....	40%

Candidates must meet minimum experience and training and other requirements to be admitted to the examination. Once admitted, all candidates may take all phases of the examination. No designated passing grades shall be used for any one phase of the examination process. When all phases are complete, the combined weighted score must be 70% or greater to be deemed passing. If the candidate standing highest on the promotional eligibility list is bypassed for promotion, at said candidates written request, within thirty (30) days of posting the Town shall explain to said candidate the reason for the bypass.

When a candidate invokes a review and appeal of test procedures pursuant to General Order 34.1.1.IVA2a, the appeal provided for therein must be filed within (7) seven days of the candidate's completing the test. Appeals will be in accordance with the challenge process established by the testing company providing the written testing material. The Union will be notified of this process not less than seven (7) days prior to the administration of the written test.

The recommendations of the reviewing authority shall be implemented and the results of the review and appeal procedure set forth in revised Article 4.4 shall be binding on all parties and not subject to further grievance and appeal beyond step 2 of the collective bargaining agreement.

4.5 A member's seniority shall be considered as broken if the member voluntarily quits, is discharged or terminated for just cause, is absent from work when scheduled for three consecutive days without notifying the Department or fails to return to work within fifteen (15) days after notice of recall from a layoff. Seniority that is "broken" shall mean that it is reduced to zero (0).

4.6 In the event of a reduction in force, layoff shall be in inverse order of hiring and recall shall be by seniority.

4.7 A seniority list of sworn employees in the Department shall be given to the Secretary of the Union by the Chief and the list shall be kept up to date by the Chief.

4.8 All members assigned temporary duty or performing duties of a higher classification shall be paid a higher rate of pay. That rate being of the same rate normally paid for the duties being performed. When speaking of job classification, it is to mean any and all duties not normally performed in one's own classification. However, no member shall be entitled to the higher rate of pay if the member is serving in the post for on-the-job training purposes only, as designated by the Chief. Said training period shall not exceed ninety (90) calendar days in length and shall not be

used more than once every twelve (12) months for the same member, nor shall any member have more than one ninety (90) calendar days training period in any year, and provided further that such member shall not replace a regular member assigned to that position.

4.9 A member shall have three years of experience to be eligible for promotion to Detective. Upon the separation of the current promoted Detective, all Detective positions will be acting positions not to exceed six (6) years in duration. The Youth Officer shall be deemed an Acting Detective during tenure as Youth Officer, but shall not be subject to the six (6) year limitation and may be extended at the Chief's discretion. Absent exigent circumstances, a 14-day notice will be provided to a member whose assignment is changing.

4.9a The rank structure of the Department shall include at a minimum, 3 Lieutenants, 7 Sergeants, and 4 Detectives, upon the separation of service of the current promoted detective, or earlier at the discretion of the Chief, the rank structure of the Department shall include, at a minimum, three lieutenants, eight sergeants, and four detectives, with one of the detectives designated as the youth officer.

4.10 **Detective On-Call.** Personnel assigned to the Investigations Division may be required to respond to after- hours calls. An on-call list shall be established to schedule these officers for on call status. The on-call rotation schedule shall be designed such that each detective shall be designated as the on-call detective for a period of time to be determined by the Division Commander. The on-call detective shall be required to carry a cell phone during non-work hours for the duration of on call status for the purpose of being called to work during such non work times. In the event the scheduled on-call detective is unable to respond to call outs for any reason, the detective shall be required to notify the Division Commander in order to be relieved of on call duty. In the event that no detective is available to be on call, the Town may, in its sole discretion, direct a member of the police command staff to be on call.

There shall be rotated monthly among the detectives the duty of being on- call for the weekend. The on-call detective shall be furnished with a Town automobile and necessary investigative equipment during the weekend upon which such detective is on-call. On-call detectives shall maintain themselves in a fit-for-duty condition. On-call detectives may trade their weekend with other detectives upon notification and approval of detective commander on a weekly basis or any part thereof.

**ARTICLE V**  
**HOURS OF WORK**

5.1 The basic workweek for members assigned to the patrol division shall be as follows: Each Patrol Officer 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 Patrol Officer 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. The basic workweek for Patrol Sergeants shall be as follows: Each Patrol Sergeant will work five (5) days with three (3) days off. Each workday shall consist of nine (9) hours. In any calendar week, a Patrol Sergeant may work between thirty-six (36) and forty-five (45) hours on a regular assigned basis and will receive forty (40) hours pay for the workweek.

5.1a Upon ratification of this agreement, and when staffing levels allow for six (6) filled Patrol Officer slots on each of the three (3) shifts, the following schedule for Patrol Officers shall take effect, subject to renegotiation until June 30, 2024. Patrol Officers will work five (5) days with three (3) days off. Each workday shall consist of nine (9) hours. In any calendar week, Patrol Officers may work between thirty-six (36) and forty-five (45) hours on a regular assigned basis and will receive forty (40) hours pay for the work week.

The schedule of Patrol Officers and Patrol Sergeants shall be based on a day shift/evening shift rotation and a midnight bid shift. A member scheduled to work patrol duties on the midnight shift, or any part thereof, will receive a shift differential for all hours worked on that shift of \$1.75 per hour above the member's base rate of pay. The shift differential shall not be included in the calculation of the overtime rate. A member whose work carries into the midnight shift shall not be eligible, unless scheduled. The day and evening shifts shall rotate after the completion of four (4) workweeks. Such change of shift shall commence upon return to work from scheduled days off. Patrol Sergeants may need to adjust their day/evening rotation to maximize supervision of their assigned personnel. Such adjustment shall be mutually agreeable between labor and management and usually during the fourth rotation cycle. The midnight shift shall work sixteen (16) consecutive weeks (midnight shift rotation). The number of members assigned to each shift shall be as the Chief deems necessary. Minimum staffing will remain at 3 Patrol Officers and a supervisor for each shift.

The Union shall be solely responsible for filling the midnight shift positions. The Union shall provide the Chief with a list of members to be assigned to the midnight shift with at least sixteen (16) weeks-notice prior to any midnight rotation.

New members shall be assigned to the Field Training Officer (FTO) Program. Said members may be transferred to different shifts and/or divisions, and their days off may be changed to correspond with the assigned Training Officer's days off. Upon successful completion of the FTO program, a new member shall be assigned to a patrol position based on the operational needs of the Department.

Members who remain on either the day/evening rotation or midnight shift shall not have their days off changed. Members transferring from the day/evening rotation to midnights, or midnights to days/evenings may be required to have their new days off changed to correspond with their new assignments. When such change occurs, the member's days off will stay as consistent as possible. If the workweek does not remain consistent, the member's days off shall be separate so that the member does not work an excessive number of consecutive days.

5.2. The basic work week for all members not assigned to the Patrol Division shall be two (2) week rotation of either five (5) days on two (2) days off, four (4) days on three (3) days off or five (5) days on three (3) days off, four (4) days on two (2) days off schedule. In either case, each member shall work 8.75 hours each day.

5.3 The workday shall consist of the following shifts:

<u>Patrol Officers</u>	
Days	0645-1515
Eves	1445-2315
Mids	2245-0715

<u>Patrol Sergeants</u>	
Days	0630-1530
Eves	1430-2330
Mids	2230-0730

5.3a. Upon implementation of Section 5.1a of this agreement, the workday shall consist of the following shifts:

<u>Patrol Officers</u>	
Days	0630-1530
Eves	1430-2330
Mids	2230-0730



Patrol Sergeants	
Days	0630-1530
Eves	1430-2330
Mids	2230-0730

5.4 Nothing in this Agreement shall be deemed to prevent the Department from utilizing the services of any member thereof when absolutely necessary regardless of the member's regular work schedule or status in or out of the bargaining unit, provided that any alleged abuse of this provision maybe grieved in accordance with the provisions of Article XII of this Agreement.

5.5 All members working eight (8), eight and one half (8 1/2), eight and three quarters (8.3/4) or nine (9) hour shifts shall be entitled to a thirty (30) minute lunch period and two (2) fifteen (15) minute coffee breaks, providing that no two (2) members of the same division shall take such lunch period or coffee breaks at the same time. Any member working a four (4) hour block of overtime shall be allowed one (1) fifteen (15) minute coffee break during the four (4) hours.

5.6 Exchange of shifts within the same pay period may be permitted when feasible, within the requirements of the Department, with the approval of the Chief. Such requests for exchange shall be submitted seven (7) days in advance of the exchange when practical. Reassignment of shifts and days off to permit attendance at training schools and similar functions shall be permitted when feasible within the requirements of the Department. Such reassignments shall only affect those members attending training schools and similar functions. Notification of such reassignments will be made at least seven (7) days prior to the date(s) of reassignment. Members who have days off reassigned for this purpose shall have first refusal of any overtime created on their newly assigned days off.

5.7 No member shall work for an outside employer while the member is employed by the Town of Berlin, unless the outside employer and the work hours are approved by the "Outside Employer Committee." The committee will be composed of the Chief and a Union representative.

### OVERTIME

5.8 All overtime duty shall be paid at the rate of time and one half for all hours or any portion thereof in excess of the basic workweek or workday as referenced to in Sections 5.1, 5.2, and 5.3.

5.8a. An Officer not assigned to the Patrol Division, Detective or Acting Detective will not work more than seventeen (17) hours in any 24-hour period without permission of the Chief or the

Chief's designee. A Patrol Officer, Sergeant or Lieutenant will not work more than eighteen (18) hours in any 24-hour period without permission of the Chief or the Chief's designee.

5.9 When a member 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, the member shall be guaranteed a minimum of four (4) hours pay

5.10 Overtime assignments shall be allocated by means of the distribution system, mutually agreed to between the parties as follows:

Overtime and private duty assignments shall be allocated by means of "InTime Staff Scheduling and Time Management" software system. The system posts assignments by date, time, and in the case of private duty details, the employer and the location of the jobsite. It then automatically fills the detail on a total hours-worked basis, assigning the member with the least number of cumulative hours who signs up for the job. Unfilled Patrol overtime may be filled by ranking officers below the rank of Lieutenant prior to utilizing the mandatory overtime list. It is the responsibility of the Union to determine time parameters of the posts and fillings. See Appendix II regarding Mandatory Overtime.

5.11 Members shall be allowed to work overtime on vacation time, holiday time, compensatory time, or personal time, except during their regularly scheduled hours.

5.12 The use of Sick Leave, Injury Leave, Personal Days, Union Time, Holiday Time, Vacation Time, Funeral Leave or Compensatory Time shall not be a penalty in determining time and one-half for hours of overtime worked. These days shall be counted as days worked for the purpose of computing overtime pay.

5.13 In lieu of pay for Department non-grant 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. Section 5.8 shall apply to this section. 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 80 hours of compensatory time in their time banks. Compensatory time shall be earned in thirty (30) minute 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 compensatory time in lieu of pay by the Town for any reason.

5.13a Compensatory Time, as identified above, can be used in one (1) hour increments at the beginning or end of shift outside the normal protocol of time-off approval. The request must be made four (4) hours prior to the beginning of the shift, provided that a request to leave early cannot cause a patrol shift to fall below minimum staffing. All paid time-off requests submitted in four (4) or eight (8) hour blocks shall take precedence over and supersede requests to start late or leave early under this article. Usage of Compensatory Time under this article in conjunction with time-off shall not preclude any officer from being ordered in to work under per Appendix II. All requests under this article can be denied or withdrawn at any time at the sole discretion of the shift supervisor based on the operational needs of the Department.

5.14 Court Time: A member required by the Town or compelled by valid subpoena to attend any State or Federal Court or administrative agency for any purpose connected to the member's official duties and while off-duty, except as otherwise provided herein, shall receive time and one-half for all hours worked and shall be guaranteed a minimum of four (4) hours time, except as otherwise provided for herein. Any fees received by the member from third parties for such court appearances, official hearings or other legal proceedings, shall be signed over to the Town.

## **ARTICLE VI**

### **MINIMUM STAFFING**

6.1 Consistent with available resources, operational requirements, and available funds, the Chief will attempt to arrange the Departmental schedule so that each shift or tour of duty shall consist of a supervisor and three (3) officers when such persons are available. Any Officer promoted to Detective after 7/1/04 shall not be considered a supervisor eligible for any sergeant or supervisory overtime.

6.2 During the Berlin Fair weekend, beginning Thursday at the start of the fair, and continuing through Sunday at the end of the fair, members may be required to work, and shall be paid according to the terms of this agreement if so required to work. Requests for time off will not be approved except by special request and approval of the Chief.

During the Berlin Fair weekend, the "Order In" Process described in section marked as Appendix II will be suspended. Unfilled Fair posts will be assigned to members based on cumulative hours worked during the fair, with respect to seniority.

6.3 The Investigations and Support Services Divisions will have a minimum staffing of one member (including lieutenants, excluding SRO's) in each division during normal duty hours of

0800 and 1600 Monday thru Friday excluding holidays. No "attempts to fill" will be allowed with regard to this staffing level. Time off will be granted on a first come, first served basis.

6.4 Inside staff will be allowed to flex working hours not to exceed sixteen (16) hours per calendar week within operational requirements and approval of the division supervisor, in order to work overtime and private duty assignments that cannot be filled by off-duty regular members.

## **ARTICLE VII**

### **EXTRA OR SPECIAL POLICE DUTY**

7.1 The terms "EXTRA POLICE WORK" or "EXTRA POLICE DUTY" for the purpose of this Article shall mean duty for which the Town bills the user of the members' services and which is paid for through the Town's payroll as set forth in this Article.

7.2 (a). Members working on private duty assignments be paid at the rate of time and one half at top step Sergeant rate with a four (4) hour minimum (members at the rank of Lieutenant will receive their regular hourly rate at time and one half). Assignments involving more than four (4) hours, but less than eight (8) hours, will be paid eight (8) hours. Assignments involving more than eight (8) hours, but less than twelve (12) hours, will be paid twelve (12) hours, and so forth.

(b). Members working, on weekends, holidays, or weeknights between the hours of 18:00 and 06:00 hours shall be paid double time at top step Sergeant regular hourly rate.

7.3 All extra duty assignments (private work) will be made through the Department by the Chief of Police or the Chief's designee in accordance with the In-Time staff scheduling system.

## **ARTICLE VIII**

### **SICK LEAVE**

8.1 Each member shall be entitled to fifteen (15) working days of sick leave each fiscal year. Sick leave shall be earned at the rate of one and one-quarter (1 1/4) days per month for the first five years of employment. After the fifth (5th) anniversary of employment, the fifteen (15) days annually shall be allocated as follows:

Seven and one-half (7 1/2) days on July 1st and seven and one-half (7 1/2) on January 1st. Any portion of sick leave which has been or shall be unused shall be accumulative. A member achieving the "Normal Retirement Date" criteria as defined in the Town of Berlin Retirement Income Plan, Amended and Restated Effective July 1, 1998, will be paid for 25% of the unused sick leave days. Members hired before 10/01/2007 will be capped at fifty (50) days. Members hired after 10/01/2007 will be capped at forty (40) days.

8.2 For any period of absence, not service connected, consisting of three (3) or more consecutive working days, or three (3) days for the same illness recurring within (10) calendar days, or for suspected abuse, the Chief may require evidence of eligibility for sick leave in the form of a medical doctor's certificate.

8.3 A member's absence from work shall qualify as paid sick leave if it is due to

- a) Illness, incapacity or injury to the member, except where they arise out of or during the performance of duty.
- b) The need to undergo medical, optical or dental treatment that cannot be accomplished during off-duty hours.
- c) Illness, incapacity or injury to the member's spouse, child, parent or domiciled relative requiring the member's personal attendance.
- d) Paternity (or non-birthing parent) leave for the birth of a child shall not exceed thirty (30) days of members' sick leave.

8.4 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 IX FUNERAL LEAVE

9.1 Special leave of five (5) working days with pay for any days that the member may be scheduled for duty shall be granted in the event of the death of the member's:

- |         |  |
|---------|--|
| Spouse  | Sister                                     |
| Father  | Son or Daughter                            |
| Mother  | Relative domiciled in employee's household |
| Brother |  |

9.2 Special leave of three (3) working days with pay for any days that the member may be scheduled for duty shall be granted in the event of the death of the member's:

- |               |                |
|---------------|----------------|
| Father-in-law | Brother-in-law |
|---------------|----------------|

Mother-in-law	Son-in-law
Sister-in-law	Daughter-in-law
Grandmother	Grandfather
Grandchild	Grandparent-in-law

9.3 Special leave of one (1) working day with pay for any day that the member may be scheduled for duty shall be granted in the event of the death of the member's:

Aunt	Uncle
Niece	Nephew

## ARTICLE X

### VACATIONS AND PERSONAL DAYS

10.1 Upon completion of the following periods of service as of the anniversary date of their appointment, members shall receive vacation with pay according to the following schedule:

One year of service	(11) days
Five years of service	(16) days
Ten years of service	(21) days
Twenty years of service	(26) days

10.1a Members hired on a lateral transfer basis shall receive five (5) days on upon completion of six (6) months of service, and the remaining six (6) days upon completion of one (1) year of service.

10.2 Vacations between June 1st and September 15th shall be for no more than two (2) weeks. A member may take additional vacation time during this period within the operational requirements of the Department.

10.3 Requests for vacation must be submitted in writing to the Chief 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 shall be returned to the person submitting said request by April 1st approving or denying the request. A copy of such approval or disapproval shall be forwarded to the Union President.

10.4 In the Patrol Division, members shall choose vacations in accordance with seniority, with no more than one (1) Officer from each shift to be off on vacation at the same time. Personnel may be substituted so as to permit more than one member to take a vacation on the same shift, at

the same time, subject to the approval of the Chief of Police. Overtime may be authorized by the Chief to allow for two (2) members to be on vacation at the same time when a short-term overlap occurs.

10.5 Vacation pay, pro-rated on the member's service with the Department, shall be granted to any member who separates service with two weeks-notice, and returns all Department-issued equipment.

10.6 Pro-rated accumulated vacation pay shall be paid to the estate of a member who dies while employed by the Town.

10.7 Excluding vacation requests of three (3) or more consecutive days or requests submitted in accordance with section 10.3, all other written requests for time off or change in work schedule will be submitted no more than twelve (12) weeks in advance of the dates requested.

10.8 Vacation periods shall start and end any day of week desired by the member.

10.9 On July 1<sup>st</sup>, 2023 the anniversary date-based system for earning and using time-off will be discontinued and replaced with the fiscal year system formerly used. Members who have time on the books on June 30, 2023 shall be allowed to carry that time forward, to be used by June 30, 2024.

10.10 During any fiscal year, a member may elect to receive pay for up to ten (10) unused vacation days. In addition, a member may elect to carry over ten (10) vacation days into the next fiscal year.

10.11 There shall be no advance vacation pay.

10.12 Requests for vacation shall be in half day increments.

10.13 Members shall be entitled to five (5) personal days per year, based on date of hire.

10.14 Requests for personal days shall be in half day increments. If a member's request for a personal day creates an overtime situation, the Department will fill it through the use of the overtime system. Only one (1) member per rank per shift may use a personal day that requires the Department to fill through the use of the overtime system and member requests shall be honored on a first come, first served basis.

**ARTICLE XI  
HOLIDAYS**

11.1a On July 1<sup>st</sup>, members shall receive a day off (holiday time) for each of the following holidays:

New Years' Day	January 1st
Martin Luther King Day	State Observed Holiday
President's Day	State Observed Holiday
Good Friday	State Observed Holiday
Memorial Day	State Observed Holiday
Juneteenth	State Observed Holiday
Independence Day	July 4th
Labor Day	State Observed Holiday
Columbus Day	State Observed Holiday
Veteran's Day	November 11th
Thanksgiving Day	State Observed Holiday
Christmas Day	December 25 <sup>th</sup>

11.1b Requests for holiday time shall be in half day increments. Holiday time must be used in the fiscal year that it is earned. New members shall receive holiday time on a pro-rated basis. Holiday time shall not be allowed to create overtime without the approval of the Chief.

11.1c All paid time off requests for Thanksgiving Day and Christmas Day will be granted by seniority before September 1st. After September 1st, requests will be granted on a first come, first served basis.

11.2 A member working on a holiday shall receive double time pay for all hours worked on a holiday as provided in Section 11.1a provided the member works the day before the holiday and the day after the holiday unless one of these days is a scheduled day off.

11.3 Members may choose to cash out any unused holiday time at the end of each fiscal year. Members will be notified on or around May 15<sup>th</sup> of each year the balance of any unused holiday time and will receive the cash out by the first pay period of June each year.

**ARTICLE XII  
GRIEVANCE PROCEDURE**

12.1 PURPOSE

The purpose of the grievance procedure shall be to settle member grievances on as low an administrative level as is possible and practicable, so as to insure efficiency and morale.

12.2 DEFINITION



A grievance, for the purpose of this procedure, shall be considered to be a member or Union complaint concerned with:

- a) Discharge, termination, suspension or other disciplinary action;
- b) Interpretation and application of the General Orders, Guidelines and policies of the Department.
- c) Matters relating to the interpretation and application of specific article(s) and section(s) of this agreement.

12.3 Any member may use this grievance procedure with or without Union assistance. Should a member process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union must (if the Union decides to join the grievance) continue from the next succeeding step following that which the member has utilized. The Union shall not be entitled to process the grievance anew.

No grievance settlement made as a result of an individually processed grievance shall contravene the provision of this Agreement.

Step One – A member who has a grievance shall reduce the grievance to writing and submit it to the Chief within ten (10) days of the date of act or omission, who shall attempt to settle the dispute. The Chief's decision and the basis thereof shall be submitted in writing to the aggrieved member and the member's representative, if represented, within ten (10) working days of receipt of the grievance.

Step Two - If the member and the representative, if represented, are not satisfied with the decision rendered by the Chief, they shall submit the grievance in writing within ten (10) days to the Board of Police Commissioners to be heard at their next scheduled meeting unless the grievance relates to a financial matter. Such grievances related to financial matters shall be forwarded to the Town Manager.

The Board of Police Commissioners or the Town Manager, where appropriate shall render its decision and the basis thereof to the aggrieved member and the representative, if represented, within five (5) days from the date of the meeting. At any point of the grievance procedure if the member or the representative fails to take an appeal within the appropriate period, the grievance shall be considered settled on the basis of the Town's decision.

Step Three - Within twenty (20) days of the Union's receipt of the decision at Step Two and if the member and the representative, if represented, are not satisfied with the decision rendered, the grievance may be submitted to the Connecticut State Board of Mediation and

Arbitration (“CSBMA”), and the decision rendered by the tripartite panel of Arbitrators shall be final and binding upon both parties. Notice of the submission to the CSBMA must be forwarded, by the Union to the Town, at the time of submission. In instances of suspension, termination or economic loss suffered by the member and within twenty (20) days of such notice of submission, the Town or the Union may elect to have the grievance arbitrated through the rules of the American Arbitration Association. If the Town or Union makes such election, all administrative costs and fees assessed by AAA shall be equally shared. The decision rendered by the AAA arbitrator shall be final and binding upon both parties.

#### 12.4 MEDIATION

The mediation services of the State Board of Mediation and Arbitration may be used in second or third step negotiations provided both parties mutually agree on the desirability of this service.

#### 12.5 MEETINGS

If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two and Three.

#### 12.6 TIME EXTENSIONS

Time-extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing except for the initial filing of a grievance.

#### 12.7 RECORDING OF MINUTES OR TESTIMONY

Either party shall have the right to employ a public stenographer at any step in this procedure.

#### 12.8 REPRESENTATION

Members and the Police Union shall have the right and choice of representation whenever representation is desired by either a member or the Police Union.

12.9 Grievances involving discharge, termination, demotion or suspension of more than three (3) days may be processed beginning at Step Three.

### **ARTICLE XIII**

#### **DISCIPLINE AND DISCHARGE**

13.1 Non-probationary members covered by this Agreement shall not be discharged, terminated, suspended, demoted or disciplined except for just cause.

13.2 Any disciplinary actions including discharge except in a strike situation may be appealed to the Grievance Procedure of this Agreement as to the existence of just cause and the

appropriateness of discipline applied.

13.3 Any disciplinary action other than an oral warning shall be stated in writing, giving the reason for same, and a copy to be given to the member and the Union at the time of such action.

13.4 At all disciplinary inquiries or hearings conducted by the Chief or the Chief's designee which may lead to a suspension or referral to the Board of Police Commissioners, and all disciplinary inquiries or hearings conducted by the Board of Police Commissioners or any other tribunal that may be created by the Town for such purpose, all witnesses shall be sworn, and members of the Union involved in any disciplinary action shall have the right and choice of representation. The grounds for referring the member for a hearing shall be sent to the member not later than five (5) business days prior to the hearing, provided, the five (5) day notice requirement shall not apply to Internal Affairs inquiries conducted by the Internal Affairs Division. Such hearings shall be closed to the public, including the press, unless such member shall request that it be an open hearing. With the exception of inquiries or hearings conducted by the Chief or the Chief's designee, where the use of recording equipment may be at the option of the Town or the member involved, recording equipment shall be used in all other hearings to record all testimony. The member will receive written notification of the disposition of the hearing with a copy to the Union, whenever the Union is a party to such hearings.

13.5 Any member who has been disciplined or discharged and who is subsequently exonerated shall be reinstated in conformity with the arbitrator's award.

13.6 Whenever a civilian complaint is made against a member or group of members of the Union relating to officer conduct or discharge of duty and such complaint results in a Court hearing, said member shall be entitled to be represented by an attorney and the same shall be provided by the Town, unless it is determined that the behavior was willful, wanton, or reckless.

13.7 Members who may be required to attend such hearings when off duty shall be compensated for such appearance by being paid a sum of money that is equal to the number of hours spent at such hearing times their regular hourly rate of pay with a minimum of four (4) hours paid. Nothing in this section shall preclude the Board of Police Commissioners from calling members before it for investigation or inquiry without payment.

13.8 A written warning or reprimand received by a member shall be inadmissible and of no force or effect for any purposes whatsoever three (3) years afterward, unless during such three (3) year period the member received another written warning or reprimand for the same or similar reason. Records of other penalty and disciplinary actions will similarly be voided if no further

action has been taken after five (5) years following the date of the incident. Records of voided disciplinary action shall be temporarily removed from the member's personnel file during promotional exam review.

**ARTICLE XIV**  
**CLOTHING ALLOWANCE**

14.1 All members of the Department shall receive an annual clothing allowance of twelve hundred dollars (\$1,200.00). New Hires shall receive the equipment specified in the following list during the first calendar year of their employment:

Academy equipment	
2--Khaki Pants	1--Traffic Vest
2--Khaki Shirts	1--Uniform Shirt
Emblems	1--Uniform Pants
1—Belt	1--Emblems
1—Sneakers	Foul Weather Gear
1--Black Shoes	Depending on Season
1--Collar Pins	1--Winter Coat
1--B.B. Cap	1--Light Coat
1--8pt Hat	1--Long raincoat
1--Black Tie	
1--Tie Bar	
2--T. Shirts PT	
2--Shorts PT	
1--Sweat Pants PT	
1--Sweat Shirt PT	

14.2 The Town shall reimburse any member for loss or damage of clothing and/or personal property suffered in the performance of duty. Such claim for loss or damage shall be supported with reasonable proof of the loss or damage and of the value of the loss or amount of the damage.

14.3 Uniform change-over: The winter uniform will be worn during the calendar season of winter. The summer uniform will be worn during the calendar season of summer. The uniform worn during the calendar seasons of spring and autumn will be at the discretion of the individual member, unless otherwise authorized by the Chief or his designee.

14.4 The standard navy blue duty uniform is designated as the normal daily patrol uniform.

14.5 The wearing of the Department dress uniform or traditional grey uniform (summer or winter) may be required for specific dates and/or occasions as determined by the Chief.

14.6 The parties will establish a uniform committee made up of three (3) union members comprised of a Patrol Officer/Detective, Sergeant and Lieutenant; as well as the Chief or his designee, to annually review and receive recommendations from the Union; and whose members may make recommendations (which represent a consensus of the committee) to the Chief of Police concerning those members' uniforms. Any proposed change(s) to the uniforms shall be reviewed by the Uniform Committee and the Chief, or his designee; and the Committee shall make a recommendation to the Chief of Police regarding such proposed change(s) prior to the final decision by the Chief.

## ARTICLE XV

### INSURANCE, PENSION & DISABILITY

The Town of Berlin agrees to provide the following program of life, hospitalization, surgical and medical insurance:

#### 15.1 HEALTH INSURANCE BENEFITS TO MEMBERS, SPOUSES AND DEPENDENTS

Health Insurance benefits shall be provided in accordance with the Coalition Agreement regarding Health Insurance, as attached hereto at Appendix V.

##### 15.1.1 WAIVER OF HEALTH INSURANCE COVERAGE

Upon presentation of documentation that an active member is covered under a health insurance policy existing elsewhere, (e.g. a spouse's policy, a policy issued by the military, etc.) that member may elect to waive, in writing all health and dental insurance coverage, and in lieu thereof; may receive \$500.00 per year for the member, \$1,800 per year for two-person, and \$2,500 per year for family coverage after providing proof of other insurance. Payment to those members waiving such coverage shall be made quarterly and retrospectively, no later than the 15<sup>th</sup> of April, July, October, and January. Each calendar quarter shall constitute enrollment and waiver dates. Notice of intention to waive insurance coverage must be sent to the Town Manager's Office not less than thirty (30) calendar days prior to the publicized enrollment period cut-off date, and may be subject to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. Any member may elect to resume Town provided insurance coverage effective the next enrollment period, upon written notice to the Town and subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate carriers; provided, however, that the member may in extraordinary circumstances, re-enter the medical plan during the year upon review by the Town Manager's Office. In such an event, any payment

received by the member in lieu of coverage will be discontinued and/or re-paid to the Town. Extraordinary circumstances are those such as divorce, loss of employment by spouse or death which results in loss of the alternative insurance coverage because of which the member discontinued coverage with the Town. Upon initial selection or waiver of insurance only one (1) change will be allowed in a twelve (12) month period.

#### 15.2 POLICE POST RETIREMENT MEDICAL FUND (103) [retiree section]

The Town will continue to make the dispersals to the eligible retired members, as enumerated in the addendum entitled "Police Post Medical Retirement Fund". As permitted by law, the parameters of the Fund may be unilaterally changed by the Union from time to time with regard to the financial solvency of the Fund.

#### 15.3 RETIREMENT HEALTH SAVINGS ACCOUNTS

The Town will continue to make the specified deductions from the members' bi-weekly pay for deposit into their individual Vantage Care Retirement Health Savings accounts.

#### 15.4 DISABILITY BENEFITS

- a. Participants of the 1998 and 2023 Defined Benefit Retirement Plans shall be provided Long Term Disability Insurance through the Town's existing long-term disability plan. The Town will pay for the premiums for these Long-Term Disability Insurance benefits.
- b. Participants of the Defined Contribution Retirement Plan (original DC plan preceding July 1, 2023 plan) shall continue to be provided Long Term Disability Insurance through Lloyd's of London (or equivalent). The Town will provide payment of premium for the Lloyds of London Insurance benefits (Union Lifestyle Benefits). It is understood that any workers' compensation-related absences extending beyond ninety (90) days may be offset by this benefit and that is at the discretion of the carrier (where applicable by law). When a member is out on non-work-related sick leave beyond ninety (90) days and becomes eligible for the disability benefit, the Town will reduce the member's utilization of sick leave benefits so that the member is kept whole with pay and benefit deductions (including member contributions to health insurance and 401 contributions). This will continue until the member returns to work or the member's sick leave bank is exhausted.
- c. Participants who opt to participate in the 2023 Defined Benefit Retirement plan shall have the option of enrolling the Lloyds of London (or equivalent) Disability plan at a 50% cost share. The member will be responsible for 50% of the premium cost share, and the Town will pay for the remaining 50% of the premium cost share.

15.5 The Town will continue to provide double indemnity life insurance for members, without costs to the members, in an amount rounded off to the nearest \$1,000.00 level of base salary.

15.6 The Town will provide at its expense accidental death and dismemberment insurance in the amount of One Hundred Thousand dollars for each member.

15.7 The Town may change insurance carriers as long as benefits and coverages remain equivalent to those provided under the Alternatives.

15.8 The Town agrees to continue, and members shall be entitled to, all pension benefits in effect at the time of execution of this Agreement, provided further that all members of the "Town of Berlin Retirement Income Plan Amended & Restated Effective July 1, 1998, as Modified - Defined Benefit Plan" (The Plan) shall never have their benefits under The Plan decrease below those benefits provided and agreed as of July 1, 2000. Said benefits shall remain as the minimum benefits provided to said members of the Defined Benefit Plan through June 30, 2030. Said benefits may be increased without prohibition at any time in accordance with this Agreement, the Plan, and laws of the State of Connecticut. The Union shall not be obligated to negotiate over those terms and conditions of employment which are otherwise mandatory subjects of bargaining, and which affect the Defined Benefit Plan, until June 30, 2030 or thereafter. Provided, however, that should the Union propose improvements to the Defined Benefit Plan, the Town can make counterproposals to the Defined Benefit Plan provided the savings of the counterproposals do not exceed the cost of the proposed improvements.

15.9 In the event a member is killed in the line of duty, the Town shall continue to provide the same health insurance benefits with applicable riders that were in effect at the time of death without cost to the member's dependents until the age of 26, and spouse until the age of 65 (Medicare eligibility).

15.10 Members on Family and Medical Leave Act (FMLA) shall continue to pay to the Town their health insurance premium contribution, and disability insurance premium contribution out of pocket. The Town shall continue to make its corresponding payment to ensure the maintenance of the health insurance benefits, provided members continue to make their contributions.

15.11 The Defined Benefit and Defined Contribution Plans are hereby incorporated by reference. The Defined Contribution Plan shall be modified effective July 1, 2017, as follows:

a. Members hired before July 1, 2017 may contribute between one percent (1%) and twelve percent (12%) of their base wages. Any such contribution up to and including six percent (6%) by

the member will be matched at 200% by the Town. (Example: A member base wage contribution of 6% will be eligible for a Town base wage match of 12%.)

b. Members hired on or after July 1, 2017 may contribute between one percent (1%) and twelve percent (12%) of their base wages. Any such contribution up to and including four percent (4%) by the member will be matched at 200% by the Town. (Example: A member base wage contribution of 4% will be eligible for a Town base wage match of 8%.) Members hired on or after July 1, 2017, shall be vested in the contributions after five (5) years of service.

**ARTICLE XVI**  
**WAGES**

- 16.1 a. Members hired between July 2nd and December 31st of any year shall receive the next highest step in the wage schedule on the first (1st) of July immediately preceding the anniversary date of their employment.
- b. Members hired between January 1st and June 30th of any year shall receive the next highest step in the wage schedule on the first (1st) of July immediately following the anniversary date of their employment.
- c. Each newly promoted Detective, Sergeant, or Lieutenant shall receive the next step in the wage schedule on the anniversary date of the promotion.

16.1.1 A Patrol Officer, while discharging Field Training Officer's duties, shall be compensated at the rate of a first step Sergeant.

16.1.2 A Sergeant, while discharging Field Training Officer duties, shall be compensated at the rate of a first step Lieutenant.

16.2 Members hired on or before July 1, 2017 shall, in addition to their regular pay, receive longevity pay in accordance with the following schedule:

After 5 years.....	\$450.00
After 10 years.....	\$500.00
After 15 years.....	\$600.00
After 20 years .....	\$700.00

16.3 On becoming eligible for longevity pay, such pay shall be prorated from the member's anniversary date to the start of the next fiscal year (July 1st). Thereafter, members shall receive longevity pay in two payments on the paydays following December 1st and June 1st. Longevity shall be paid only as earned and not in advance.

16.4 Police Department Wage Schedule on Appendix titled Wage Scale attached hereto.



Effective July 1, 2023, wages shall be increased by 2.25% over the schedule of wages provided effective July 1, 2022;

Effective July 1, 2024, wages shall be increased by 2.50% over the schedule of wages provided effective July 1, 2023;

Effective July 1, 2025, wages shall increase by 2.75% over the schedule of wages provided effective July 1, 2024.

16.5 All fulltime members will receive a 1.00% Law Enforcement Service Stipend effective for all three (3) years of the contract on July 1, 2023, July 1, 2024 and July 1, 2025 in addition to the base wage salary increases outlined in 16.4. The stipend will be in the form of an augmentation to base wages.

16.6 The top pay step of each classification will be increased by 0.25% on July 1, 2024 and July 1, 2025.

16.7 A Canine handler for the Police Department shall be compensated an additional one-half hour each day for the care of the canine. Compensation shall be a ten-dollar (\$10.00) an hour rate. Payment for overtime due to caring for the canine will be calculated using the ten-dollar (\$10.00) an hour rate.

16.8 All bargaining unit members shall be paid bi-weekly on Friday, by noon via mandatory direct deposit.

## **ARTICLE XVII**

### **GENERAL PROVISIONS**

17.1 The provisions of this Agreement shall be applicable to all members covered in accordance with all applicable State and Federal laws.

17.2 The Town shall provide a room at Police Headquarters where Union meetings may be held.

17.3 Members shall not be required to attend meetings or assemblies while on vacation or on a day off.

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

17.5 Union Executive Board Officers and delegates of the Union shall be allowed time off to attend meetings, conferences and conventions without loss of pay provided no such time off shall be permitted if an overtime situation is created without permission of the Chief. Total leave shall

not exceed one hundred sixty 160 hours annually.

Whenever possible, notice shall be given to the Chief at least seven (7) days prior to the time proposed to be taken. No more than two (2) members of the Union scheduled to be on duty shall be absent on such leave at any time, without permission of the Chief.

17.6 All members of the Union Executive Board shall be allowed to attend all local meetings of the Board or body while on duty with the understanding they will answer any police calls as the need arises.

17.7 A joint committee shall be formed consisting of no more than two (2) members of the Union and such representatives of the Department as the Board of Police Commissioners shall designate. Meetings shall be held to review and recommend safety and health conditions in the Department and attempts shall be made to correct such conditions and problems. Meetings shall be held as requested by either party.

17.8 The Town will indemnify and defend any member in any action involving emergency medical treatment or care occurring during the official performance of that member's duties whether on or off duty.

17.9 No individual member of the Union or representative agent or employee of the Town may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement.

17.10 The Town and the Union agree it is the responsibility of each member to achieve and maintain a reasonable level of physical fitness and general good health. Each member shall be given a complete physical examination in accordance with the age/frequency schedule authorized by the current Town Health Insurance provider.

The Town and each member shall be given a copy of the doctor's report of findings upon completion of the physical exam. Physical examinations shall strictly adhere to Form BPD Report of Medical Examination and Attachment (herein incorporated as Appendix) and may be administered by a qualified physician licensed by the State of Connecticut of the member's own choosing. It is the express intent of this contract provision to provide timely medical information which the member shall use to maintain a job-related state of health and fitness. It is therefore incumbent on members to demonstrate to the Town that they are, in good faith, making every reasonable effort to follow all recommendations their physicians stipulate. It shall be clearly understood that no action shall be taken by the Town based on the member's success or failure in achieving a physician's recommended goal. Rather, disciplinary action may only be taken if the

member fails to commence and/or continue good faith efforts to follow such physician's recommendations. All members may be tested on the basis of percentage of body fat per the skin folds test.

17.11 Copies of all memorandums, letters, and evaluations placed in the member's file shall be given to the member. No document shall be placed in the member's file without the member's knowledge.

17.12 The Town will reimburse all funeral and related expenses for any member killed in the line of duty, not to exceed the sum of \$20,000.00.

17.13 Three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of a collective bargaining agreement when such meetings take place at time during which such members are scheduled to be on duty. The Town shall be given written notice of the members of the Negotiating Committee contemporaneous with any written notice of intention to propose amendments.

17.14 Two (2) members of the Union and the grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievance including mediation meetings, when such meetings take place at a time during which such members are scheduled to be on duty.

17.15 One (1) Union executive board member and the grievant shall be granted leave from duty with full pay to attend hearings AAA Arbitration hearings or State Board of Mediation and Arbitration hearings, for the purpose of processing grievances, when such hearings take place at a time during which such members are scheduled to be on duty. At least two (2) weeks prior to an arbitration hearing(s), the Town shall be given written notice of the executive board member who needs leave from duty to attend such hearing(s).

17.16 Dispatching will be done by civilians, hired by the Town, who will not be in the bargaining unit. Members will not perform duties of Dispatcher except to relieve dispatchers for lunch and coffee breaks. Members may perform dispatching duties during any emergency and for training purposes. This provision will not be used to fill a dispatcher vacancy.

17.17 Any member who voluntarily leaves the Department and accepts employment elsewhere as a police officer within eighteen (18) months from the date of State Certification as a police officer shall reimburse the Town and/or the Department in full for any and all costs and expenses paid by the Town and/or the Department for professional training and certification of the member.

In furtherance hereof, the member shall be required to execute a Reimbursement Agreement, the form of which is attached as an Addendum to this Agreement.

## **ARTICLE XVIII**

### **NO STRIKE OR LOCKOUT**

18.1 During the course of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation authorized by the Union, nor shall there be any lockout by the Town in any part of the Town's operation. Members going on strike contrary to Union approval shall be summarily dismissed from service without recourse to the grievance procedure.

## **ARTICLE XIX**

### **INJURY LEAVE**

19.1 Members absent due to an injury or illness suffered in the line of duty or arising out of and in the course of their employment as determined by the Workers' Compensation Commission shall receive their full base pay and benefits from the Town for the first ninety (90) days of such illness or injury. Workers' Compensation benefits shall be paid directly to the Town through CIRMA during this period. In the event that the amount of reimbursement is greater than the employee's base pay, it shall be returned to the employee. Upon exhaustion of the ninety (90) day period, the member shall receive Workers' Compensation directly from the Town's Workers' Compensation insurance carrier. At such time, the member shall be responsible for monthly premium contributions to cover the member's portion of the premiums for medical, dental and vision benefits.

19.2 The full amount of these continued payments required to be made in Article 19.1 shall be included in determining any pension benefits or defined contribution benefits to which the member may be entitled.

19.3 Members injured or otherwise disabled while making or attempting to make an arrest, during their off-duty time, shall be entitled to those benefits provided for under Article XIX Injury Leave.

**ARTICLE XX**  
**LIGHT DUTY**

20.1 It is the purpose of this policy to provide temporary light duty assignments, when available, to accommodate members who temporarily cannot perform the full range of police duties and responsibilities. Use of the temporary light duty can provide employees with an opportunity to remain productive while convalescing, when physically or mentally unfit for their regular assignments, without risking their health and safety or the safety of others. Temporary light duty applies only to an employee whose disability or condition is temporary and is not a matter of right, nor is there any guarantee that an employee will be assigned to light duty at any given time. Nothing in this policy is intended to curtail the rights of officers under the relevant federal and state laws.

20.2 Eligibility: A member convalescing from an injury, illness or pregnancy, who is absent from work or who temporarily cannot perform the full range of police duties and responsibilities may request temporary light duty assignments. The Chief may order a member who is absent due to a pregnancy, an injury, or on a work-related compensable leave, to assume a temporary light duty assignment. In all cases, eligibility and assignments to light duty shall be subject to and supported by medical documentation.

20.3 Light duty assignments may be made in any of the department's divisions that employ sworn police officers but the positions shall be administrative or supportive in nature. Temporary light duty assignments may be drawn from a wide range of administrative areas including but not limited to, clerical functions, handling walk-in calls for service, special projects and general administrative functions. Such light duty assignments shall not eliminate any work normally performed by member(s) of another bargaining unit and shall not cause the reassignment or loss of a job of another employee.

20.4 Members granted temporary light duty are only eligible for Department overtime which would not conflict with their current medical restrictions but cannot be ordered in.

20.5 Light duty assignments are strictly temporary and should not exceed three (3) months duration unless approved by the Chief of Police. An initial or extended light duty assignment may be discontinued at any time depending upon a change in the members medical condition and/or the needs of the Department as determined by the Chief.

20.6 Members injured in the line of duty shall not have the right to reject any light duty assignment as determined by the Chief so long as the light duty assignment does not conflict with the member's medical restrictions.

20.7 Assignment to temporary light duty shall not affect a member's pay classification, pay increases, promotion eligibility, shift assignment (unless voluntary) or other benefits unless otherwise stated in this policy.

## **ARTICLE XXI**

### **COLLEGE INCENTIVE**

20.1 The Town shall pay tuition and book cost for any member at any accredited college or university for any police related courses or degrees, but in no event shall the Town pay any more than \$8,000.00 on behalf of all members of the unit in any one contract year.

In order to be reimbursed for these expenses, members must advise and seek the approval of the Chief of Police in advance of taking the course of their intention and the cost of such course and books. Members must show proof of a grade of "B" or better for the course and the invoice for such costs within thirty (30) days of receipt of grades. In the event that the unit's reimbursable expenses exceed \$8,000.00 in any fiscal year, members shall receive equal reimbursement amounts or reimbursement for the amounts actually incurred, whichever is less, all to be paid at the end of the fiscal year.

## **ARTICLE XXII**

### **LATERAL HIRING OF POLICE OFFICERS**

21.1 The Department may hire qualified and experienced police officers as officers in the Berlin Police Department.

21.2 The Department may offer as incentive to attract lateral hires the following:

- a. For a police officer with no more than three (3) years of police service, a salary of no more than Step 3 of this agreement.
- b. For a police officer with more than three (3) years of police service but less than five (5) years of police service, a salary of no more than Step 5 of this agreement.
- c. For a police officer with more than five (5) years of police service, a salary of no more than Step 6 of this agreement.

21.3 Lateral hires shall accrue vacation time and earn seniority, promotion and shift rights the same as a new hire.

**ARTICLE XXIII**

**DURATION**


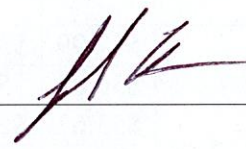
This AGREEMENT shall be effective as of July 1, 2023 and shall remain in effect for three (3) years from that date until June 30, 2026 and thereafter shall continue in effect from year to year, except that it may be altered or modified at any time by mutual agreement or prior to the termination date of said Agreement by giving to the other party not less than 150 days written notice of intention to propose amendments. Negotiations upon proposed changes in the terms of this Agreement shall begin no later than fifteen (15) days after receipt of the notice.

Dated at Berlin, Connecticut this 21 day of June, 2023.

**FOR THE TOWN OF BERLIN**

**FOR THE BERLIN POLICE UNION,**

**FRATERNAL ORDER OF POLICE LODGE 56**

Appendix I

WAGE SCHEDULE

	Start	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step
<b><u>7/1/2023</u></b>							
Patrol Officer	\$35.38	\$36.92	\$38.45	\$40.07	\$41.62	\$43.13	\$45.07
Detective	\$46.59	\$48.10					
Sergeant	\$49.98	\$51.80					
Lieutenant	\$53.93	\$56.02					
<b><u>7/1/2024</u></b>							
Patrol Officer	\$36.62	\$38.21	\$39.80	\$41.47	\$43.08	\$44.64	\$46.76
Detective	\$48.22	\$49.90					
Sergeant	\$51.73	\$53.74					
Lieutenant	\$55.82	\$58.12					
<b><u>7/1/2025</u></b>							
Patrol Officer	\$37.99	\$39.64	\$41.29	\$43.03	\$44.70	\$46.31	\$48.63
Detective	\$50.03	\$51.90					
Sergeant	\$53.67	\$55.89					
Lieutenant	\$57.91	\$60.44					



## Appendix II

### MANDATORY OVERTIME

Overtime that cannot be filled voluntarily will be assigned by use of the InTime system (with respect to job classification) to the member with lowest cumulative total of mandatory overtime hours. If two members have the same cumulative total, the least senior of the two will be subject to the order-in.

Cumulative totals will be reset to zero on July 1<sup>st</sup> of each year.

Overtime worked that is integral to a member's position in the Department will be considered to be mandatory overtime, whether or not the member wanted the assignment. This includes but is not limited to Dive Team, Investigations Division and Traffic Unit call-outs. This does not include overtime worked past the end of one's shift due to casework.

The Assigning Officer/Supervisor may attempt to contact members who have not indicated a desire to work the particular slot and offer it to them. In addition, an ordered-in member may attempt to get another member to work the assignment. If successful, the cumulative total of the member who had been ordered-in will be reset to its original amount.

Members on benefit time shall not be subject to order-ins for the workday on which the benefit time is used. Members who use a full vacation day and days-off consecutive with that vacation time are not subject to mandatory overtime assignments until after their next scheduled shift. If such vacation time and consecutive days off create overtime or causes the member to be passed over for an order-in, then the request for time off cannot be cancelled without permission of the Chief or the Chief's designee.

**Appendix III REIMBURSEMENT AGREEMENT (Dollar amounts subject to change)**

WHEREAS, the undersigned (hereinafter "applicant") is seeking employment with the Berlin Police Department as a recruit in the Police Academy;

WHEREAS, if the applicant completes a training and education program offered by the Berlin Police Department and is ultimately appointed as a police officer for the Town of Berlin, the Department will have spent substantial sums of money on his or her training and education leading to certification as a police officer; and

WHEREAS, it is contemplated that the applicant will be offered employment as a police officer in the Berlin Police Department if the applicant successfully completes said training and education program and becomes certified as a police officer.

NOW THEREFORE, in consideration of the applicant being offered an opportunity to receive the training necessary to become certified as a police officer and to be paid therefor, the applicant agrees as follows:

1. In the event that applicant, after being certified as a police officer, accepts employment elsewhere as a police officer within eighteen (18) months from the date of said initial certification, applicant shall submit a letter of resignation, notifying the Board of Police Commissioners and Chief of Police that his or her resignation is for employment elsewhere as a police officer.
2. Under the circumstances enumerated above, applicant shall reimburse the Berlin Police Department the cost of his or her training and education, as follows:

POSTC Tuition and Training materials.....	\$ 2,000.00
1271 Hours of P.O.S.T.C Academy and Department Field Training with FTO (\$32.06/hour).....	\$ 40,748.26
400 Hours of Department Field Training..... With FTO (\$4.45/hour)	\$ 1,780.00
24 Hours of Department Supervised Training with Sergeant (\$1.93/hour).....	\$ 46.32
Testing Expense.....	\$ 1,440.00
Psychological                       \$450.00	
Polygraph                           \$300.00	
Physical                             \$690.00	
Uniforms Expenses Initial Issue + (\$850.00/2 years) .....	\$ 2,880.60
TOTAL EXPENSE REIMBURSEMENT.....	<u>\$ 48,895.18</u>

**Reimbursement amount subject to change due to increases in wages, testing expenses and uniform costs**

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Witness

Name of Applicant:

Name of Witness:

Address:

**Occupational Medicine Services  
POLICE MEDICAL SURVEILLANCE EXAMINATION REPORT**

Name: \_\_\_\_\_ DOB: \_\_\_/\_\_\_/\_\_\_ Exam Date: \_\_\_/\_\_\_/\_\_\_

Company: \_\_\_\_\_

Report Status:     Final Report     Preliminary Report -Results Pending

**COMPONENTS PERFORMED**

- |  |   |
|--|---|
| <input type="radio"/> Physical Examination                             | <input type="radio"/> EKG   |
| <input type="radio"/> Review of Medical History                        | <input type="radio"/> Chest X-Ray   |
| <input type="radio"/> Vision (Corrected) L ___ R ___                   | <input type="radio"/> Drug Test   |
| <input type="radio"/> Lab Studies: Chemistry Profile, Lipids, CBC, U/A | <input type="radio"/> HazMat Lab Studies  |
| <input type="radio"/> Audiogram  | <input type="radio"/> Cardiovascular Stress Test  |
| <input type="radio"/> PPD Date Given _____ Result _____                | <input type="radio"/> Mask Fit <input type="radio"/> Pass <input type="radio"/> Unable to Properly Fit Mask |
| <input type="radio"/> Pulmonary Function Test                          | <input type="radio"/> Other: _____  |

**CLEARED WITHOUT RESTRICTIONS**

Recommended supervisor/employer actions based on this examination:

None      Actions: \_\_\_\_\_

Medical Hold: pending additional testing/evaluation of records

NOT CLEARED \_\_\_\_\_

Comments: \_\_\_\_\_

<input type="radio"/> Urine Drug Screening Report	<input type="radio"/> NEGATIVE <input type="radio"/> CONFIRMED POSITIVE
<input type="radio"/> N/A	
<input type="radio"/> SPECIMEN COLLECTED USING YOUR CLIENT LAB ACCOUNT; RESULTS TRANSMITTED VIA CLIENT MRO	

Provider Name / Signature \_\_\_\_\_ Date \_\_\_\_\_

## COALITION BARGAINING AGREEMENT

---

THIS AGREEMENT, made and entered into this 17<sup>th</sup> 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;

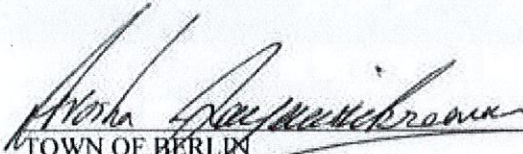
WHEREAS, a description of the 2021-2026 MICA insurance plan is attached hereto as Exhibit A; and


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:

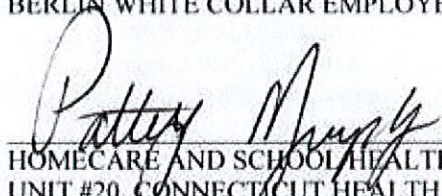
1. The updated MICA agreement effective July 1, 2021 shall replace the existing coalition health insurance provisions from the 2017 - 2021 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2021.
2. MICA shall remain in effect from the 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.

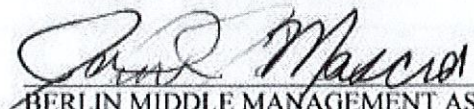
IN WITNESS WHEREOF, the undersigned have executed this agreement this 17 of February 2021.

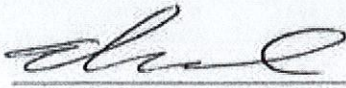
  
TOWN OF BERLIN

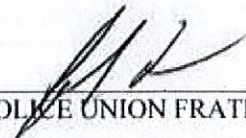
  
BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL  
222, CILU/CIPU, CILU #52

  
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

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

### RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

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

### EMPLOYEE PREMIUM COST SHARES

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

## TOWN OF BERLIN MEDICAL PROGRAM

**July 1, 2021 - June 30, 2026**

### OPTION 2: High Deductible Plan & HSA:

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

#### Health Savings Account Funding:

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

#### RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

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

#### EMPLOYEE PREMIUM COST SHARES

##### High Deductible with H.S.A.

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

## TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

### WELLNESS INCENTIVE

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

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

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

### INSURANCE WAIVER BENEFIT

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

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

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



## APPENDIX VI

This appendix is incorporated for reference. By mutual agreement, the fund was discontinued for members retiring after June 1, 2018.

### ADDENDUM Police Post Medical Retirement Fund

---

In the 2000-2004 Collective Bargaining Agreement, the Town of Berlin (Town) and the Berlin Police Union (Union) established the Police Post-Retirement Medical Account (the Account). The Account is used for the payment of medical premiums as permitted under Section 401(h) of the Internal Revenue Code.

The Account is included under the Town of Berlin Retirement Income Defined Benefit Plan (the Plan). The Plan is a Defined Benefit Plan intended to be qualified under Section 401(a) of the Internal Revenue Code, however, Union members in the Defined Contribution Plan are also entitled to the benefit described therein.

The Internal Revenue Code requires that contributions made to the Account be segregated from the general assets of the Plan, and prohibits those amounts from being used for non-medical purposes.

The Town and the Union agree to the following:

1. The Town shall have no obligation to make any payment into the Account.
2. Each employee shall contribute through payroll deductions an amount equal to two percent (2%) of the annual base earnings of a top step patrol officer to the Account. Said deductions shall be made on a pre-tax basis, where allowed by federal or state statute.
3. The Town will provide an accounting of this fund on an annual basis.
4. Any member who separates service from the Berlin Police Department prior to attaining eligibility for this benefit will not be eligible for the benefit or any refund of contributions made.
5. Prior Union members promoted to positions outside the Union, who continue making contributions into the Account, shall be eligible for this benefit.
6. Former eligible members who retired prior to January 1, 2013, will continue to receive a \$500.00 monthly benefit on their Town of Berlin healthcare plan until both the former member and spouse reach age 65.
7. Former eligible members who retired on or after January 1, 2013 but before the signing of this addendum shall receive either a \$500.00 monthly benefit on his Town of Berlin healthcare plan until both the former member and spouse reach age 65, or a \$600 monthly benefit on his Town of Berlin healthcare plan until the former member reaches age 65.
8. Eligible members retiring on or after the signing of this addendum shall receive a \$600 monthly benefit on his Town of Berlin healthcare plan until he reaches age 65.
9. Eligible retired members may elect to delay receiving the benefit without forfeiting the right to do so at any time up to age 65.
10. If an eligible retired member dies before reaching the age of 65, his spouse will receive the benefit until the member would have reached the age of 65.

The eligibility criteria for the Police Post-Retirement Medical Account are as follows:

1. The later of age 50 or the date the participant has reached the "Normal Retirement Date" criteria as defined in the Town of Berlin Retirement Income Plan, Amended and Restated effective July 1, 1998, and provided further that the employee has completed a minimum of at least twenty years of service to the Berlin Police Department, and continuing until age 65.
2. 55 years of age if the employee has less than 25 years of service to the Berlin Police Department, and continuing until age 65.

The subsidy will be applied under the following options:

**Option 1:** The retiree and eligible dependents enroll in continuation of coverage benefits with the Town of Berlin healthcare plan. The retiree receives the monthly benefit as a deduction in premium. The retiree is responsible for any remaining monthly premium. If the cost of the premium is less than \$600, only the full premium amount will be deducted.

**Option 2:** The retiree does not participate in the Town of Berlin healthcare plan. However, the retiree participates in a healthcare plan through another provider. The Town of Berlin will reimburse via the Account, any retiree premiums paid up to the monthly benefit amount for healthcare for the retiree and any eligible dependents on that plan. To ensure the Account remains compliant with Section 401(h) of the Internal Revenue Code, a valid receipt of payment must be provided, prior to any reimbursement from the Account. The retiree will be responsible for any resulting tax implications.