

AGREEMENT

BETWEEN

THE TOWN OF BERLIN, CONNECTICUT

and

**CALU, LOCAL #2
(WHITE COLLAR EMPLOYEES)**

July 1, 2020 - June 30, 2023

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WHITE COLLAR UNIT

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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 Connecticut Association of Labor Unions, Local #2 (hereinafter referred to as the "Union").

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

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

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

Article 1 RECOGNITION

- 1.1 The Town recognizes the Union as the sole and exclusive representative and bargaining agent for all white collar employees working fifteen (15) or more hours per week employed by the Town of Berlin whose classifications are listed in Appendix A2 attached hereto, 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 The regular work week for all bargaining unit employees, except Library employees shall consist of thirty-five (35) hours, Monday through Friday. With a one (1) hour duty free lunch period per day. The work week and pay period shall start at .0001 hours Monday morning. Working hours shall be scheduled as follows:

A. Town Hall - All Departments:

Monday, Tuesday and Wednesday	8:30 A.M. - 4:30 P.M.
Thursday	8:30 A.M. - 7:00 P.M.
Friday	8:30 A.M. - 1:00 P.M.

B. Nursing Department - Clerical

Monday through Friday 8:00 A.M. - 4:00 P.M.

With a one (1) hour duty free lunch period per day. The work week and pay period shall start at .0001 hours Monday morning.

C. Police Records and Secretarial:

Monday through Friday: 8:00 A.M. - 4:00 P.M.

D. Library Employees: Library employees will be scheduled for their respective assigned work week during regularly scheduled operating hours of the library.

4.2 All bargaining unit employees who actually work in excess of eight (8) hours in any one day except Thursday or forty (40) hours in any one week will be paid at the rate of time and one-half (1 1/2) the regular hourly rate for such hours. Work performed by a non-salaried employee on Saturday except library employees will be paid at the rate of time and one-half (1 1/2) the employee's regular hourly rate. In no instance shall overtime be paid more than once for any such hours. Overtime hours must be approved by the Department Head prior to overtime being worked.

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

4.4 The Town will endeavor to give employees up to twenty-four (24) hours notice of overtime work wherever possible, except that failure by the Town to give such notice shall not excuse employees from such work or from compliance with other provisions of this Article concerning overtime work.

4.5 A non-salaried employee who is required to work on Sundays or holidays shall receive one and one-half (1 1/2) times her regular hourly rate for such work.

4.6 The Town will make reasonable efforts to distribute overtime equally. Such overtime shall be paid no later than eight (8) days following the close of the pay period during which the employee worked.

4.7 If an employee's own car is used, travel reimbursement will be at IRS mileage rate.

4.8 Town Hall employees shall, at the discretion of the employee, have two (2) fifteen (15)

minute coffee breaks each work day, except Thursdays when each employee shall have three (3) such coffee breaks and Friday when each employee shall have one (1) such coffee break, provided at least one employee remains physically present at her work station to answer calls and provide service to the public during such breaks. Library employees working a full seven (7) hour day shall have two (2) fifteen minute coffee breaks on such days. Library employees working less than a full seven (7) hour day shall have one (1) fifteen minute coffee break on such days.

- 4.9 The Union shall be given a list quarterly of all overtime hours and the hourly rate paid to employees, upon request.
- 4.10 Employees who are required by their supervisor to remain on duty during lunch shall be compensated for such time.

Article 5
PROBATIONARY PERIOD

- 5.1 No employee shall attain seniority or other rights or benefits under this Agreement until they have been continuously on the payroll of the Town for a probationary period of one hundred and eighty (180) calendar days. During such period, the employee may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probationary period, their seniority shall date back to their original hiring date.

All employees who are promoted shall be on a probationary period for a period of ninety (90) calendar days. Upon successful completion of the promotional probationary period, the employee shall be permanently appointed to the new position.

- 5.2 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 6
SENIORITY

- 6.1 Seniority is hereby defined as the relative length of an employee's continuous employment in the bargaining unit on a regular, full time basis by the Town of Berlin. An employee's earned seniority shall not be lost due to absence from work caused by layoff, illness or authorized leave of absence.
- 6.2 For the purpose of layoff, recall, promotion or transfer within the bargaining unit only, employees shall also accumulate seniority within their respective departments of employment. In the event of a layoff, the employees least senior in service shall be laid off first by department unless the least senior employee has specialized skills or training necessary to the operation of the Department. In the event of recall from layoff, employees shall be called back by department on the basis of seniority, starting with the most senior employee, provided they are qualified to perform the work available.

- 6.3 The Town agrees to furnish the Union with a seniority list showing the full time employees, together with the length of service of such employees within their respective departments of employment, upon request.
- 6.4 Upon layoff, employees shall be placed on a recall list for a period not to exceed one (1) calendar year. If an employee is not recalled within one (1) calendar year, he or she shall forfeit seniority rights if subsequently hired by the Town. If the employee fails to report to work within ten (10) days after notice of recall is sent to the last home address on file with the Town, then he or she shall forfeit his or her recall rights.
- 6.5 Laid off full time employees with the most seniority shall be rehired first, provided they can perform the work available and no new employees shall be hired until all laid off employees have been given an opportunity to return to work, provided they can perform work available.

Article 7
PROMOTIONS

- 7.1 All vacancies and new positions in the bargaining unit shall be posted on the 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 Town shall refrain from recruiting outside applicants during this period, but may advertise after the seven (7) day period has concluded, unless agreed otherwise between the Town Manager and the union President.
- 7.2 If, in the sole discretion of the Town, there are two (2) employees having equal qualifications, the most senior employee shall be advanced. The Town 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.
- 7.3 All employees performing temporary services in a position classified higher than the employees own shall be paid at the step on the wage scale for the higher position which is the same as the step the employee had attained on the wage schedule for the employee's regular position.
- 7.4 If budgeted bargaining unit position is filled temporarily by a non-bargaining unit member, the pay rate shall be the entry level rate for the position until permanent appointment is made. No seniority rights shall accrue for temporary employees and no benefits shall be provided to temporary personnel.

Article 8
COMPENSATION

- 8.1 As of the effective date of this Agreement, employees shall be compensated according to the Compensation Schedule which is attached to and made a part of this Agreement as Appendix A2. In cases of emergency the payday may be moved no more than two (2) business days following the emergency.
- 8.2 Employees hired on or before July 1, 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	\$600.00
After ten (10) years	\$800.00
After fifteen (15) years	\$1050.00
After twenty (20) years	\$1200.00

- 8.3 Upon becoming eligible for longevity pay, such pay shall be prorated from the employee's anniversary date to the start of the next fiscal year (July 1st). Thereafter, employees shall receive longevity pay in two payments on the 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 hired on or after July 1, 2010.
- 8.4 Employees shall be paid bi-weekly via electronic direct deposit into a designated bank account of the employee's choice. Such bank account number shall be provided to the Director of Human Resources or her/his designee.

Article 9
INSURANCE

- 9.1 Employees hired prior to July 1, 2017, working at least 28 hours per week; and employees hired on or after July 1, 2017, 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 C, 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 C.
- 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 Employees on approved paid leave extending beyond 90 days, will not continue to accrue

paid leave benefits during their absence.

- 9.8 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 supplemental insurance at group rates through the Town, if available.
- 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 Town agrees to continue, and employees shall be entitled to, all pension benefits as agreed to by the Town and the Union in the agreement attached hereto as Appendix D.
- 10.2 The Town agrees to allow a representative of this bargaining unit to sit on the Pension Investment Committee.

Article 11
HOLIDAY PAY

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Two floating holidays as approved by department head between July 1st and June 30th - no accrual from year to year.

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

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

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

The Library shall close at 5:00 pm on the Wednesday before Thanksgiving. Any staff scheduled to work after 5pm can use other paid time off or make up the hours within the same pay period. No overtime will be authorized for catch up hours.

- 11.2 In order to qualify for holiday pay, employees must have worked the work day preceding the holiday, and the work day succeeding the holiday, unless excused by their immediate supervisor.

- 11.3 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 Employees shall be eligible for three (3) paid personal days. Personal days shall not be carried over from fiscal year to fiscal year. New employees hired between July 1st and December 31st shall receive three (3) paid personal days upon hire; new employees hired between January 1st and June 30th shall receive one and half (1.5) paid personal days upon hire.
- 11.5 All earned and accrued time of employees provided by this Agreement may be used in increments of one half (1/2) hour.
- 11.6 An employee who works on a holiday shall be paid time and one-half for all hours worked, plus holiday pay.

Article 12
VACATIONS

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

<u>LENGTH OF EMPLOYMENT</u>	<u>VACATION</u>
Less than six (6) months	One (1) week
Six (6) months to less than one year	Pro-rated at the one year rate
One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Twenty (20) years	Five (5) weeks

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

New employees hired between January 1st and June 30th shall receive five (5) days of vacation on July 1st, which can be used after successful completion of their probationary period.

- 12.2 In a mutual effort to promote harmony and understanding, employees shall request vacation time as far in advance as practicable and supervisors shall approve such requests in a timely fashion. When the operational requirements of the Town preclude the approval of a specific request, the employee shall have such reasons for denial clearly

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

- 12.3 Vacation days shall be earned on a pro rata basis from the date hired until July 1 during the first year of employment. (See Appendix B). All vacation time shall normally be taken in the Fiscal Year (July 1 through June 30) in which it is earned. However up to ten (10) days of that year's vacation time may be used through November
- 12.4 During the year in which an employee becomes eligible for an additional week of vacation, the additional time will be allotted on the July 1st, which begins, said fiscal year.
- 12.5 Vacation time shall be earned month by month on a pro rata basis and credited on an annual basis each July 1st as is the current practice.
- 12.6 Vacation time periods may start and end any day of the week desired by the employee. Subject to Paragraph 12.2 above.
- 12.7 In the event an employee is ill during a vacation period, such time shall not be charged to vacation leave but to sick leave, providing the employee presents a medical certificate to the Town verifying such illness.
- 12.8 Upon termination of employment with the Town in good standing the employee shall be paid for 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 13 SICK LEAVE

- 13.1 The parties hereby agree that sick leave shall be allowed in the event of actual illness or injury of an employee and shall not be considered as a privilege which an employee may use at her discretion. No more than 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 employee's household. Family sick must be denoted on the timecard for payroll tracking. 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 half (1/2) hour.
- 13.2 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.
- 13.3 For any absence for which sick leave is claimed, notice must be given on scheduled work day to the Supervisor at least one (1) hour prior to the employee's scheduled starting

time. 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. 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.

- 13.4 Regular part-time employees shall earn sick leave on a pro-rata basis in accordance with the schedule set forth above.
- 13.5 Employees who are absent from work due to illness or injury for five or more consecutive days will be required to complete the appropriate Family and Medical Leave paperwork.

Article 14
LEAVE OF ABSENCE

- 14.1 Leaves of absence without pay with position held may be granted by the Town Manager for a definite period not to exceed one (1) year. Application for such leave of absence must be made in writing to the employee's Department Head stating the reason for the request and the length of time desired. The Department Head shall make a recommendation to the Town Manager to approve or deny the request.
- 14.2 Paid Leave for jury duty shall be granted upon presentation of summons for such duty. Payment for jury duty, excluding meal and travel allowance, shall be reimbursed to the Town. If the jury is excused during the normal work day, the employee will immediately return to work in accordance with the employee's normal work schedule.

Article 15
BEREAVEMENT LEAVE

- 15.1 Special leave of absence of up to a maximum of five (5) consecutive working days with pay shall be granted to an employee in the event of death of the employee's: Spouse, Sister or half-sister, Child or Step-child, Brother or half-brother, Parent.
- 15.2 Special leave of absence of up to a maximum of three (3) consecutive working days with pay shall be granted to an employee in the event of death of the employee's: Mother-in-law, Father-in-law, Step-parent, Step-brother, Step-sister, Grandchild, Grandparent, Other relative domiciled in employee's household.
- 15.3 Special leave of absence 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, Cousin, Daughter-in-law, Son-in-law, if the decedent's funeral is out of state; otherwise such leave shall be one (1) day.
- 15.4 The Town may require proof of death before granting special leave under Paragraphs 15.1, 15.2 and 15.3 above.

Article 16
DISCHARGE & DISCIPLINE

- 16.1 No employee shall be discharged, demoted or otherwise disciplined without good and sufficient cause.

Discipline shall normally proceed in the following order:

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

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

- 16.2 All disciplinary actions may be appealed through the established grievance procedure except as provided in Article V of this Agreement.

Article 17
GRIEVANCE AND ARBITRATION

- 17.1 Should any dispute arise with the Town by the Union and/or an employee over the interpretation or application of any specific provision of this Agreement, it shall be settled in the manner detailed below. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances, which may from time to time arise affecting the welfare or working conditions of employees.

STEP ONE: The Union Steward and/or the aggrieved employee shall present the grievance in writing to her immediate supervisor not later than ten (10) working days after the occurrence of the incident giving rise to the grievances. The grievance must set forth the specific section of the Agreement involved. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. The grievance shall be orally discussed by the supervisor, the employee, and/or the steward and/or the president who shall attempt to settle it within ten (10) working days.

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

STEP THREE: If the employee or the Union are not satisfied with the Department Head's Step Two decision, the grievance shall be submitted to the Town Manager or

his/her designee within ten (10) days of the Step Two decision and then the grievance shall be discussed by the employee or local union representative and CALU representative of the Union with the Town Manager or his/her designee or his authorized representative. The Town's answer to the grievance shall be in writing. In the event they are unable to settle the grievance within ten (10) working days, it may be submitted by the Union for arbitration as provided below.

The grievance procedure for Police Department Administrative Assistant, and Police Department Records Clerk shall be as follows:

Should any dispute arise with the Town by the Union and/or an employee over the interpretation or application of any specific provision of this Agreement, it shall be settled in the manner detailed below. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances, which may from time to time arise affecting the welfare or working conditions of employees.

STEP ONE: The aggrieved employee shall present the grievance in writing to the Deputy Chief not later than ten (10) working days after the occurrence of the incident giving rise to the grievances. The grievance must set forth the specific section of the Agreement involved. 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 ten (10) working days.

STEP TWO: If they are unable to do so, the grievance may be submitted to the Chief of Police within ten (10) working 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 ten (10) working days. If they are unable to do so, the grievance may be submitted within ten (10) working 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 shall be discussed by the employee or local union representative and CALU representative of the Union with the Board of Police Commissioners, unless the grievance related to a matter of the fiscal concern, at which time it shall be submitted to the Town Manager in lieu of the Board of Police Commissioners. The Board's answer to the grievance shall be in writing. In the event they are unable to settle the grievance within ten (10) working days, it may be submitted by the Union for arbitration as provided below.

- 17.2 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.

- 17.3 The arbitrators award shall be final and binding as provided by law, but he shall not have power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement.
- 17.4 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.
- 17.5 By mutual agreement, the parties may submit a grievance for expedited arbitration at the Connecticut State Board of Mediation and Arbitration.

Article 18
UNION BUSINESS

- 18.1 The Town shall allow time off without loss of pay or benefits up to a total of twenty-one (21) hours per calendar year for officers for Union business. The Union shall notify the Town Manager's office in writing of time and locations of such events, five (5) days in advance and not more than one (1) officer per Town Department shall be off at any one time. Such leave may be taken in one hour increments.
- 18.2 Members whose attendance is required shall suffer no loss of pay or benefits for time spent attending meetings with the Town, or hearings scheduled by the State Board of Labor Relations, or Board of Mediation and Arbitration.
- 18.3 No more than four (4) members of the Union shall be allowed work release time, with pay, for the purpose of contract negotiations. Meetings shall be scheduled alternately on town time and personal time.
- 18.4 The Union President or Steward shall be allowed to leave her work station for the purpose of investigating matters relative to the terms and conditions of this Agreement, provided, however, that such work release time is subject to approval of the Town Manager. Requests for work release time for the purpose stated herein shall not be unreasonably denied.

Article 19
MISCELLANEOUS PROVISIONS

- 19.1 The Town agrees to provide the Union with a bulletin board located in the Employees' Lounge for the posting of notices pertaining to Union affairs. The Union may utilize the interoffice mail system for distribution of Union mail with the permission of the Town Manager, which shall not be unreasonably denied.
- 19.2 The Town shall provide written notice within ten (10) days to the Union President of all personnel changes, including terminations, new hires, transfers, promotions and leaves of absence.
- 19.3 The Union acknowledges that the Town Manager has sole discretion for determining any

weather related late openings or early closings and sole discretion in deciding whether employees shall be charged accrued time for such lost hours of work. The Town agrees that these decisions shall not be left to individual department heads, but shall be made by the Town Manager and consistently applied to all bargaining unit members.

Article 20

ACCESS TO INFORMATION

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

Article 21

EMPLOYEE REVIEW OF OFFICIAL PERSONNEL RECORDS

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

Article 22

NO STRIKES OR LOCKOUTS

- 22.1 The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, work stoppages, mass absenteeism, mass resignations, or other concerted activities or similar form of interference with the operations of the Town. Any or all employees participating in such strikes or other prohibited activity described above in this Article shall be subject to appropriate disciplinary action by the Town, up to and including discharge.
- 22.2 The Town agrees that it will not lockout the employees during the term of this Agreement.

Article 23

HEALTH AND SAFETY

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

Article 24

TUITION AND EDUCATION REIMBURSEMENT

- 24.1 The Town agrees to provide bargaining unit members with financial reimbursement for job and/or career related training or education within the following parameters:

- A. Prior approval for the course, training program or seminar must be requested by the bargaining unit member through the Town Manager.
- B. Such education or training must be directly related to member's current job, or a specific future promotional opportunity that may occur within the Town. Promotional opportunities need not be limited to bargaining unit positions, but must be related to positions currently existing with the Town or those the Town clearly intends to establish.
- C. The rate of reimbursement shall be fifty percent (50%) of tuition or costs of the course. Books, fees, transportation and miscellaneous expenses are excluded. In order to be reimbursed for these expenses, the member must advise the Town Manager in advance of taking the course of his/her intention and the cost of such course and books. The member must show proof of satisfactory completion of 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 4,000.00 in any fiscal year, members shall receive equal reimbursement amounts or reimbursement for the amount actually incurred, whichever is less, all to be paid at the end of the fiscal year.
- 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 Town Manager.
- 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

PART TIME EMPLOYEES

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

- A. Participation in the insurance benefit plan set forth in Article IX of this Agreement is limited to employees and their dependents, for those working at least thirty (30) hours per week if hired on or after July 1, 2017 on a proportionate basis similar to that stated in Article 26.1(B). All current part-time library employees who were hired before August 1, 1994 and were previously

“grandfathered in” may continue to participate in said medical insurance benefit plan. Those hired after August 1, 1994 will have a pro-rated insurance amount, as stated in Article 26.1(B).

- B. Employees shall be granted all benefits provided herein with such benefits prorated, based on the employee's work week against thirty-five (35) hours.
- C. An employee who would normally be scheduled to work on a holiday shall be paid for such holiday, but shall not receive holiday pay if such day would not normally fall within the employee's work schedule.

Article 26
COMPENSATION STEP SCHEDULE

- 26.1 All Employees shall advance to their applicable step annually on July 1st reaching Step 4.
- Employees shall be advanced to the 6th year, 8th year, and 10th year steps as follows: Anniversary dates between July and December will be credited the fiscal year preceding the anniversary and anniversary dates occurring between January and June will be credited the fiscal year following the anniversary date.
- 26.2 New employees shall be placed in the "Entry" step and shall remain in that step for one (1) calendar year, after which time they shall be advanced to Step I, and subsequently follow procedure I above.
- 26.3 Current employees promoted to the next higher classification shall remain at the same step, but in the higher classification. Employees promoted to a classification higher than the next classification shall be placed at the step in the newly promoted classification that provides a pay increase equal to or higher than the immediate lower classification.

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, 2020 until midnight on the 30th day of June 2023.
- 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 28th
day of July, 2020.

FOR THE TOWN OF BERLIN

REPRESENTING LOCAL #2 OF
CONNECTICUT ASSOCIATION OF LABOR
UNIONS


SIGNED


SIGNED


SIGNED

SIGNED

APPENDIX A1

Effective and retroactive to July 1, 2020:

Step-movement and a general wage increase of: 2.25%

Effective July 1, 2021:

Step movement and a general wage increase of: 2.25%

Effective July 1, 2022:

Step movement and a general wage increase of: 2.25%

APPENDIX A2
White Collar Compensation Schedule
 Schedules Effective 7/1/20 - 6/30/22

	FY	As of	Entry	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	% Incr.
I														
I														
	20	7/1/2020	19.60	20.23	20.78	21.30	21.83	21.83	22.69	22.69	23.42	23.42	24.21	2.25%
	21	7/1/2021	20.04	20.69	21.25	21.78	22.32	22.32	23.20	23.20	23.95	23.95	24.75	2.25%
	22	7/1/2022	20.49	21.16	21.73	22.27	22.82	22.82	23.72	23.72	24.49	24.49	25.31	2.25%
II														
	20	7/1/2020	20.64	21.26	21.83	22.39	23.04	23.04	23.88	23.88	24.61	24.61	25.36	2.25%
	21	7/1/2021	21.10	21.74	22.32	22.89	23.56	23.56	24.42	24.42	25.16	25.16	25.93	2.25%
	22	7/1/2022	21.57	22.23	22.82	23.41	24.09	24.09	24.97	24.97	25.73	25.73	26.51	2.25%
III														
	20	7/1/2020	22.07	22.77	23.38	24.01	24.69	24.69	25.62	25.62	26.46	26.46	27.31	2.25%
	21	7/1/2021	22.57	23.28	23.91	24.55	25.25	25.25	26.20	26.20	27.06	27.06	27.92	2.25%
	22	7/1/2022	23.08	23.80	24.45	25.10	25.82	25.82	26.79	26.79	27.67	27.67	28.55	2.25%
IV														
	20	7/1/2020	24.18	24.73	25.40	25.97	26.50	26.50	27.31	27.31	28.10	28.10	28.83	2.25%
	21	7/1/2021	24.72	25.29	25.97	26.55	27.10	27.10	27.92	27.92	28.73	28.73	29.48	2.25%
	22	7/1/2022	25.28	25.86	26.55	27.15	27.71	27.71	28.55	28.55	29.38	29.38	30.14	2.25%
V														
	20	7/1/2020	26.62	27.22	27.78	28.45	28.99	28.99	29.78	29.78	30.53	30.53	31.30	2.25%
	21	7/1/2021	27.22	27.83	28.41	29.09	29.64	29.64	30.45	30.45	31.22	31.22	32.00	2.25%
	22	7/1/2022	27.83	28.46	29.05	29.74	30.31	30.31	31.14	31.14	31.92	31.92	32.72	2.25%
VI														
	20	7/1/2020	29.07	29.64	30.20	30.75	31.32	31.32	32.12	32.12	32.87	32.87	33.60	2.25%
	21	7/1/2021	29.72	30.31	30.88	31.44	32.02	32.02	32.84	32.84	33.61	33.61	34.36	2.25%
	22	7/1/2022	30.39	30.99	31.57	32.15	32.74	32.74	33.58	33.58	34.37	34.37	35.13	2.25%
VII														
	20	7/1/2020	30.52	31.16	31.71	32.28	32.91	32.91	33.81	33.81	34.59	34.59	35.35	2.25%
	21	7/1/2021	31.21	31.86	32.42	33.01	33.65	33.65	34.57	34.57	35.37	35.37	36.15	2.25%
	22	7/1/2022	31.91	32.58	33.15	33.75	34.41	34.41	35.35	35.35	36.17	36.17	36.96	2.25%

APPENDIX B

JULY 1 VACATION CONVERSION TABLE

<u>ANNIVERSARY DATE</u>	<u>RATE</u>	<u>2 WEEKS</u>	<u>3 WEEKS</u>	<u>4 WEEKS</u>
July 1 - 15	1.00	10	15	20
July 16 - 31	.9583	10	14.5	19.5
August 1 - 15	.9167	9.5	14	18.5
August 16 - 31	.8750	9	13.5	17.5
September 1 - 15	.8333	8.5	12.5	17
September 16 - 30	.7917	8	12	16
October 1 - 15	.7500	7.5	11.5	15
October 16 - 31	.7083	7.5	11	14.5
November 1 - 15	.6660	7	10	13.5
November 16 - 30	.6250	6.5	9.5	12.5
December 1 - 15	.5833	6	9	12
December 16 - 31	.5417	5.5	8.5	11
January 1 - 15	.5000	5	7.5	10
January 16 - 31	.4583	5	7	9.5
February 1 - 15	.4167	4.5	6.5	8.5
February 16 - 28	.3750	4	6	7.5
March 1 - 15	.3333	3.5	5	7
March 16 - 31	.2817	3	4.5	6
April 1 - 15	.2500	2.5	4	5
April 16 -30	.2083	2.5	3.5	4.6
May 1 - 15	.1666	2	2.5	3.5
May 16 - 31	.1250	1.5	2	2.5
June 1 - 15	.0833	1	1.5	2
June 16 - 30	.0417	.5	1	1

COALITION BARGAINING AGREEMENT

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

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

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

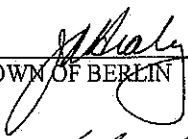
WHEREAS, a description of the 2017-2021 MICA insurance plan is attached hereto as Exhibit A; and

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

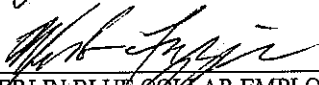
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:

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

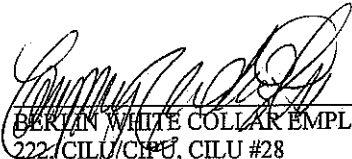
IN WITNESS WHEREOF, the undersigned have executed this agreement this 8 of February 2017.



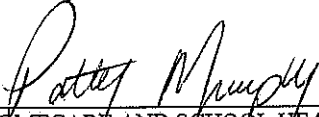
TOWN OF BERLIN



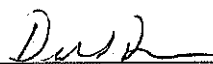
BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52



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



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



BERLIN MIDDLE MANAGEMENT ASSOCIATION



THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2017 - June 30, 2021

OPTION 1: Century Preferred PPO:

NO CHANGE IN CURRENT PLAN DESIGN

<p>In-Network: Hospital Co-pay Outpatient Surgery Co-pay Emergency Room Co-pay Urgent Care Office Co-pay (Prev/Sick/Specialist) Maximum</p> <p>Out-of-Network: Deductible (Ee/Ee+Sp/Family) 80% Coins to OOP Lifetime Maximum Dependent Child Age</p> <p>Prescription Drug: Retail Co-pay Mail Order Co-pay Maximum Formulary</p>	<p style="text-align: center;">Employee Cost</p> <p>\$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 style="text-align: center;">Managed Drug Plan</p> <p>\$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:

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

EMPLOYEE PREMIUM COST SHARES

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

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2017 - June 30, 2021

OPTION 2: High Deductible Plan & HSA:

\$2,000/\$4,000 High Deductible plan with HSA.
 All Well Visits provided at no cost to the participant without impact on deductible.
 Managed Rx with co-pays after deductible is met.

Health Savings Account Funding:

Plan Year 2017-2018	Town Funds 100% of Deductible 50% on July 1, 2017 50% on January 1, 2018
<i>During the initial year, if an employee has a medical situation that incurs an expense beyond the balance of their deductible prior to January 1, 2018, the Town will fund the remaining portion of the deductible early to accommodate the employee's need to pay the expense.</i>	
Plan Year 2018-2019	Town Funds 50% of Deductible on July 1st
Plan Year 2019-2020	Town Funds 50% of Deductible on July 1st
Plan Year 2020-2021	Town Funds 50% of Deductible on July 1st

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

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

EMPLOYEE PREMIUM COST SHARES

High Deductible with H.S.A.

Plan Year 2017-2018	16% Employee Cost Share 84% Employer Cost Share
Plan Year 2018-2019	16% Employee Cost Share 84% Employer Cost Share
Plan Year 2019-2020	17% Employee Cost Share 83% Employer Cost Share
Plan Year 2020-2021	17% Employee Cost Share 83% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2017 - June 30, 2021

WELLNESS INCENTIVE

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

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

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

INSURANCE WAIVER BENEFIT

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

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

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

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

APPENDIX D

COALITION BARGAINING AGREEMENT

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

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

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

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

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

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

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

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

Denise M. McNair
TOWN MANAGER

[Signature]
BERLIN BLUE COLLAR EMPLOYEES, UB LOCAL
222, CILU/CIPU, CILU #52

[Signature]
BERLIN WHITE COLLAR EMPLOYEES, UB LOCAL
222, CILU/CIPU, CILU #28

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

[Signature]
BERLIN MIDDLE MANAGEMENT ASSOCIATION

EXHIBIT A

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

Eligibility Date

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

Employee Contributions

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

Employer Matching Contribution

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

Duration

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

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