AGREEMENT

BERLIN FIRE DEPARTMENT - LOCAL 1088

SEPTEMBER 1, 2011 THROUGH JUNE 30, 2013

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ARTICLE 1 - GENERAL

Section 1. General. The City of Berlin Fire Department, hereinafter referred to as the Fire Department and the Fire Department Employees, Local 1088 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the Union, in order to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees, and to promote the morale, rights, well being and sincerity of the Berlin Fire Department, the Fire Department and the Union hereby agree as follows:

Section 2. Public Employees. The Fire Department and the individual members of the Union are to regard themselves as public employees, and as such, are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

The Fire Department and the Union agree to cooperate fully in promoting the public safety through a program of fire prevention, fire inspection, public education, fire training, firefighting equipment maintenance, firefighter physical fitness, and fire alarm services.

ARTICLE 2 – RECOGNITION AND RIGHTS

Section 1. Recognition. The Fire Department hereby recognizes that the Union is the sole and exclusive representative of all employees with the exception of the Chief, Assistant Chief, and the Administrative Secretary of the Fire Department for the purpose of bargaining with respect to wages, hours of work and working conditions. The Union unreservedly accepts and recognizes the necessity of the Fire Department to operate within its budget as set by the City Council.

Section 2. Employer Rights and Responsibilities. The City retains all rights and authority to manage and direct its employees, except as otherwise specified in this Agreement. The Union acknowledges the right of the City to make any rules or regulations governing the conduct of its employees provided they are not inconsistent with the provisions of this Agreement and the Union recognizes that fire prevention and inspection are important parts of a firefighter's duties.

ARTICLE 3 – UNION SHOP

Section 1. Union Shop. Whenever the Fire Department hires new employees, they shall within nine (9) months become members of the Union Local 1088 by presenting to the Fire Department a proper authorization, approved by the Union President, for the collection of their dues.

ARTICLE 4 – CHECK-OFF

Section 1. Check-Off. Upon the written authorization by an employee and approved by the Union President, the Fire Department agrees to deduct from each employee, as authorized the sum set by vote of the Union membership, deducted weekly, remitted monthly to the Union Treasurer, provided however, that if any employee has no check coming to him or the check is not large enough to satisfy the assignment, then and in that event no collection shall be made from said employee for that month. In no case shall the City be required to collect fines or assessments for the Union except regular monthly dues. The Union agrees in return for itself and its members that they shall individually and collectively perform loyal and efficient work and services and shall use their influence and best efforts to promote and advance the interest of the taxpayers of Berlin.

ARTICLE 5 – PROBATIONARY PERIOD

Section 1. Probation Period. All new employees shall serve a probationary period of nine (9) months and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement, except that if terminated the decision of the Fire Chief is final and not subject to grievance. All employees who have worked said nine (9) months shall be known as permanent employees and the probationary period shall be considered part of their seniority time.

ARTICLE 6 – SENIORITY LIST

Section 1. Seniority List. The Fire Department shall establish a seniority list and it shall be brought up to date on December 1 of each year and immediately posted thereafter on the Fire Station board, for a period of not less than thirty (30) days and a copy of same forwarded to the Secretary of the Local Union 1088. Any objections to the seniority list as posted shall be reported to the Fire Department within ten (10) days or it shall stand approved. The seniority list shall contain the date of entry into the Department and the date of promotions through Captain.

ARTICLE 7 – PROMOTIONS

Section 1. Vacancies. When the Department determines that a vacancy of rank is to be filled, it shall post the position for a minimum of ten (10 days) in the Department. Eligible members of the next lower rank in the Department shall indicate their interest in writing to the Fire Chief within the time frames required in the posting. The position shall be filled initially with the applicant from the next lower rank with the greatest seniority.

In the case of Lieutenant and Captain, the new appointment shall be finally evaluated by the Fire Chief in writing by the end of a period of six (6) months on the job. The Fire Chief shall in this evaluation state that the person in the position is performing in a satisfactory manner in the position or is not so performing. The

evaluation process shall be in the sole discretion and determination of the Fire Chief. If the Fire Chief's determination is that person is not performing in the position in a satisfactory manner, then the person shall immediately be returned to their old position and the next senior applicant for the position shall be appointed to the position and evaluated in the same manner until an applicant is found who is able in the Fire Chief's opinion, perform satisfactorily in the position. The Fire Chief may perform interim evaluations at his discretion prior to performing the final evaluation for any appointee.

In the case of Clerk, the procedure shall be the same as above except that the evaluation period shall be ninety (90) days rather than six months.

ARTICLE 8 – LAYOFF AND RECALL

Section 1. Personnel Reduction. In case that the City Manager decides to reduce the Fire Department personnel, then, an employee with the least seniority shall be laid off first, and the employee with the most seniority shall be hired first, providing however, that he is qualified to fill the vacancy and no new employees shall be hired until all laid off employees have been given an opportunity to return to work, providing however, that enough of them are qualified to fill the vacant position or positions.

Section 2. Conditions For Rehire. In order to be rehired, a person on layoff must pass the medical examination, if required by the City, before rehire; and, if a person has been laid off for a period greater than six (6) months they must pass the physical fitness test. A person on layoff loses their right to rehire after three years unless they have remained a member of the Call Department in "good" standing according to the Department attendance rules. A person on layoff loses all rights to rehire if they refuse an offer of rehire in the Fire Department.

Section 3. Sick Leave After Rehire. Should an employee be laid off, any sick leave of record existing upon the date of separation shall be credited to the employee if the employee is reinstated subject to Article 8, Section 2.

ARTICLE 9 - WAGES

Section 1. Time in Grade. Except as provided below, time served at each classification level shall be as follows:

Firefighter (prob.)	0-9 months
Firefighter (3rd Class)	10-23 months
Firefighter (2nd Class)	24-48 months
Firefighter (1st Class)	49 months or more

Section 2. Salaries. The following shall be the schedule of wages for the members of the Fire Department effective on:

September 1, 2011: 0.5%
July 1, 2012: 2.0%

		9/1/2011	7/1/2012
		0.5%	2%
FF Probationary		19.85	20.25
FF 3rd Class		20.03	20.43
FF 2nd Class		20.31	20.71
FF 1st Class		20.60	21.01
Lieutenant		21.47	21.90
Clerk		21.47	21.90
Captain		22.72	23.18

WAGES FOR BARGAINING UNIT MEMBERS hired after June 30, 2003:

		9/1/2011	7/1/2012
		0.5%	2%
FF Probationary A	(0-4 mos)	18.72	19.10
FF Probationary B	(5-9 mos)	18.86	19.24
FF 3rd Class A	(10-16 mos)	19.15	19.54
FF 3rd Class B	(17-23 mos)	19.33	19.72
FF 2nd Class A	(24-36 mos)	19.61	20.00
FF 2nd Class B	(37-48 mos)	19.76	20.15
FF 1st Class A	(49-60 mos)	20.03	20.43
FF 1st Class B	(61+ mos)	20.60	21.01
Jr. Lieutenant	(1-12 mos)	21.05	21.47
Sr. Lieutenant	(13+ mos)	21.47	21.90
Jr. Clerk	(1-12 mos)	21.04	21.47
Sr. Clerk	(13+ mos)	21.47	21.90
Jr. Captain	(1-12 mos)	22.29	22.74
Sr. Captain	(13+ mos)	22.72	23.18

Section 3. Employees Serving in Higher Ranks. It is agreed by the parties hereto that each employee who is assigned to serve temporarily in a higher rank covered by this Agreement for one or more days shall be paid at the rate applicable for such higher rank that is covered by this Agreement. The higher rank shall be filled by a member of the respective platoon on which the vacancy occurs. This shall pertain to all firefighters except the Lieutenant who will follow Article 9, Section 4.

Section 4. Lieutenant Serving as Captain. One Lieutenant on each platoon shall be certified for Captain replacement. If awarded certification, a Lieutenant shall serve as Captain whenever temporarily assigned due to absences or vacancies in a Captain position. Whenever a Lieutenant is assigned to act for a Captain. The Lieutenant shall always receive Captain's pay except in the case of swaps.

Section 5. Special Assignments. Any firefighter serving as Clerk, Lieutenant or Captain shall work in only one position and not be eligible for other assignments. The City reserves the right to establish special assignments and supplemental pay for employees in the Berlin Fire Department. The City and the Union agree to negotiate in the preparation of the Special Assignment job description and the special assignments supplemental pay. The City shall then post the temporary assignment and required qualifications.

The Special Assignment will be authorized to the Fire Department employee in accordance with Article 7, Section 1. of the contract excepting that said Special Assignments are temporary in nature and may be eliminated by the City thereby causing said employee to return to his regular job and rate without the supplemental pay.

Special Assignments may include, but are not limited to, physical training, planning, rescue and equipment maintenance.

Section 6. Electrical Systems Division

1. Classification and Wages:

CLASSIFICATION	TERM
Probationary	1st 6 months after which promotion to Electrician III
Electrician III	Promotion to Electrician II after twelve (12) months of service and successfully passing the State of NH Journeyman's Examination and becoming certified
Electrician II	Promotion to Electrician I after 24 months of acceptable service and then must success fully pass the State of NH Master Electrician Examination within 12 months after appointment to Electrician I.
Electrician I	Promotion to Electrical Systems Supervisor only if the vacancy exists and the City appropriates funds for said position
Electrical Systems Supervisor	

Section 6. Electrical System Division Wage Schedule:		**9/1/2011**	**7/1/2012**
		0.5%	2%
Probationary		20.49	20.90
Electrician III		21.08	21.50
Electrician II		21.64	22.07
Electrician I		22.21	22.65
Elec. System Sup.		23.43	23.90

Section 7. Electricians' Specialty Rate. There shall be an annual stipend in the amount of six hundred eighty dollars ($680.00) to be paid semi-annually on November 30 and May 30 (the first such payment to be made after the incumbent has at least six (6) months of continuous employment with the City) to the City electricians so long as that individual shall remain FCC certified and licensed and shall be required to do radio repair functions which require him to have such license. In the event the City Electrician shall no longer retain such certification or license, shall no longer be required to perform the types of repair requiring such license, or should the City determine that it prefers to subcontract such work, the aforesaid stipend shall cease. If it so ceases, the incumbent shall be entitled to a pro-rata amount which reflects his rendering such services from the date when he was last paid such a benefit, until the date he was no longer required to perform such duties. In no event shall more than one (1) employee be eligible for the annual electrician's specialty stipend. This stipend shall also cover any out of rank service provided by the affected employee in this division.

ARTICLE 10 – HOURS OF WORK, SCHEDULING & OT

Section 1. Hours of Duty. The hours of duty shall be so established by the Fire Department that the average weekly hours of duty on an eight (8) week cycle, other than hours during which such members may be summoned and kept on duty because of a conflagration of major emergencies, shall not exceed forty-two (42) hours. The platoon shifts utilized will provide (2) 10 hour day shifts, commencing 07:00 hrs. to 17:00 hrs. and (2) 14 hour night shifts, commencing 17:00 hrs. to 07:00 hrs. and (4) - 24 hour periods off scheduled duty. The department may transfer individual employees according to seniority and qualification to meet manpower needs of another platoon. Such individuals may be scheduled for another platoon's shift so long as the number of scheduled shifts does not exceed their regular platoon's shifts for that week. A Lieutenant shall have the right to refuse a change of shift when such change shall affect that person as to lose a premium pay day (Sunday or holiday). In such case, the next junior Lieutenant shall be assigned the change of shift. Lieutenant's shall not be assigned to another shift in the week following his/her scheduled vacation.

Section 2. Scheduling of Work

1. Any member of the Department who is on vacation will not be scheduled to work overtime the following week unless they have given the written acceptance of same.

2. The work schedule shall be posted by Thursday at 08:30 hrs.

3. All members of the Department shall be responsible to check the posted schedule or contact the officer in charge to determine their schedule for schedule changes and scheduled overtime.

4. Whenever the schedule has been posted for the following week and a vacancy occurs that management decides to fill, then it shall be filled by the next unscheduled man on the overtime list as per Article 10. Section 3., and no man shall be changed shifts to avoid the overtime.

Section 3. Overtime. In the event that an overtime assignment should occur in the Fire Department because of vacations, sickness, or other unforeseen conditions, such overtime shall be compensated at time and one-half (1½) of the employee's regular rate of pay. All time worked on Sundays and holidays shall be paid at a rate of one and one-half (1½) times the employee's regular wage rate, provided that an employee who is assigned an overtime shift on Sunday or holiday shall be paid at twice the regular wage rate for all hours worked.

All overtime will be maintained by a seniority list kept in the office. The Chief or Assistant Chief will contact the ranking Union Shift Officer and request a specific number of persons qualified to fill the overtime(s) in the proceeding work schedule. The record shall show the date of call and the response from each person called as to whether it was refused on duty, no answer, sickness, or vacation. An individual may not work more than two (2) overtimes per week unless authorized by the Chief or Assistant Chief. If a person refuses, that person will automatically be passed by until a complete cycle of the seniority list has been made. This sheet shall pertain to tours of duty in the Fire Station only. In the event that an officer is needed to fill in a shift because there is no officer on said shift, the Chief shall authorize that a Captain or Lieutenant be worked on said overtime. In the case of a Lieutenant filling in the overtime that person shall receive the Captain's rate for said overtime. All overtime shall be served, and, in the case of an exchange of scheduled overtime, it shall be the responsibility of the employee filling the exchange to assure that the overtime is filled. All exchanges must be filled with a qualified person.

The canceling of said overtime by the member shall be considered a refusal. Exception shall be as required under Article 13. Section 1. "Bereavement Leave," and if the member is hospitalized and/or can furnish a doctor's slip to verify sickness or incapacity.

ARTICLE 11 - VACATIONS

Section 1. Vacations. Any member shall be granted a vacation in each calendar year without loss of pay. Such vacations shall be computed in the following manner:

For 1 year of service to 6 completed years.....2 weeks
For 7 years of service to 11 completed years.....3 weeks
For 12 years of service to 16 completed years.....4 weeks
For 17 years of service to 22 completed years.....5 weeks
For 23 years of service to 29 completed years.....6 weeks

Each additional year of service beyond 29 years will accrue one (1) day of vacation leave to a maximum of one (1) additional week.

Section 2. Vacations shall be granted during the calendar year and it is agreed that vacations must be taken in accordance with the foregoing schedule during each calendar year. Selection for the vacation period shall be based on seniority, however, limited to a two (2) week period for the seven (7) or more years members, and a one (1) week period for members with less than seven (7) years service. A Union member shall be paid all vacation pay due him for the year upon retirement or termination of employment.

Section 3. The vacation list shall be posted on or before December 1 of each year and beginning on December 1 of every year, the first member with the most seniority shall have two (2) days to select his first two weeks vacation. Thereafter, every two (2) days the officer in charge on duty shall notify the next senior member until all members have selected their two (2) weeks vacation, or one (1) week depending on the years of service. If a member does not select his one or two week vacation within the allowed time, he shall be passed by the members following him on the seniority list. Not more than two (2) men may take vacations concurrently, unless the aggregate number of days vacations due all employees covered by this Agreement shall exceed seven hundred and thirty (730).

Section 4. Members of the Fire Department for reasons of sickness or injury occurring prior to the scheduled start of a vacation may cancel such vacation and may reschedule said vacation for any dates left on the vacation list. However, any member who cancels his vacation because of sickness or injury shall not reschedule his vacation until the vacation list has been completed in its entirety by all other employees in accordance with Article 11. Sections 1-2-3. Such rescheduling shall not interfere with vacations already scheduled regardless of seniority. Any Fire Department employee who is injured (on the job or off the job), who has vacation scheduled between the date of said injury and the end of the calendar year, and who, because of said injury, cannot take the remainder of his vacation by the end of the same calendar year, will be permitted an extended period of time, not to exceed six months, from the date of return, in the following calendar year to take that vacation, after which the vacation opportunity will be lost if not taken within the aforesaid six (6) months.

This pertains to Department employees who return to work before the end of the year, but, because of existing vacation schedules, no vacation slots are available; they must carry into the following year the time due. Returning employees who do not avail themselves of remaining and available vacation slots in the same calendar year will lose the opportunity of vacation carry over as set forth in the previous paragraph. Likewise, any employee who qualifies to avail himself of the vacation carry over as set forth herein, above, in the succeeding calendar year and does not do so within the first six (6) months thereof will lose the opportunity of vacation carry over. Employees qualifying for and availing themselves of vacation carry over in the following calendar year may do so but must first await the first two vacation bid selections for employees seeking regular vacation time within the first six months of the succeeding calendar year.

ARTICLE 12 – SICK AND INJURY LEAVE AND INSURANCES

Section 1. Sick Leave and Injury Leave. Whenever a member of the Fire Department is incapacitated from duty because of an injury sustained in the performance of their duties, they shall be entitled to injury leave with full pay during the period in which they are unable to perform their duties or until such time as they have been accepted for retirement by the State of New Hampshire Retirement System.

Up to sixty-three (63) days of an employee's accumulated sick leave will be paid to the employee upon his retirement from active service to the City. The days payable under this provision shall increase effective July 1, 2007 to sixty-six (66) days; effective July 1, 2008 to sixty-nine (69) days; and effective July 1, 2009 to seventy-two (72) days; and effective July 1, 2010 to seventy-five (75) days.

Up to seventy-nine and one-half (79.5) days (8 hour days) of an Electrical Systems Division employee's

accumulated sick leave will be paid to the employee upon his retirement service to the City. The days payable under this provision shall increase effective July 1, 2002 to eighty-four (84) days; effective July 1, 2003 to eighty-seven (87) days; effective July 1, 2004 to eighty-eight and one-half (88.5) days; and effective July 1, 2005 to ninety (90) days.

An employee who does not utilize any sick leave in any six (6) month consecutive period shall be credited with a personal day. Such day shall be non-cumulative and must be utilized within the next twelve (12) month period following the period in which it is earned. An employee who does not utilize any sick leave during any twelve (12) month consecutive period and has the maximum sick days accumulated will be paid $120.00. This amount shall be paid during the first half of the month following the twelve month period in which it is earned.

Section 2. The Fire Department shall pay the hospital, medical and surgical expense incurred by any member of the Department who is injured in the performance of his duties less expenses paid by insurance coverage.

Section 3. Sick leave shall be computed at the rate of one (1) day per month and may be accumulated to a maximum of ninety-five (95) working days. Such leave shall be granted upon application in writing before, or within reasonable time after the absence, depending upon the circumstances of each case. The Chief of the Department may request a doctor's certificate or evidence (prescription) to verify the illness of any member requesting sick leave. Any employee returning from a fire department on duty related injury must present a doctor's certificate verifying the employee is capable of returning to work and resuming normal firefighter functions, the latter is covered by the Workers Compensation Insurance. Any member who is injured while working for wages outside the Fire Department shall not be entitled to sick leave. Sick leave for new members shall start accumulating at date of entry in the Department, but no sick leave shall be granted to a new member until his probation period of nine (9) months is completed and he is accepted as a permanent member. All accumulated sick leave shall be paid to an employee's designated beneficiary in the event of the death of the employee while he/she is still an active employee of the City, on or off duty.

Section 3.a. Catastrophic Sick Leave Bank. The City will adopt a policy creating a Catastrophic Sick Leave Bank on a City wide basis of which members of this bargaining unit shall be included. This policy is described below:

> DONATION OF SICK LEAVE: In cases where a regular full-time employee because of illness or injury has used up or is about to use up all of his/her accumulated sick leave, the City Manager may, where he/she determines that said employee has kept a good attendance record and a good work record, invoke this paragraph and authorize the start of the procedure for the donation by other interested City employees of sick days to said employee. The following provisions and restrictions shall be incorporated into any such sick leave donation procedure set up by the City Manager in addition to any other restrictions or requirements he/she deems appropriate at the time.
>
> 1. In order to be eligible to donate sick days, employees will have to have accrued at least twenty four (24) days of accumulated sick time as of the donation.

2. Employees who have accumulated the minimum of twenty four (24) days may donate no more than five (5%) percent (rounded off to the nearest day) of their total sick leave accumulation in any one instance.

3. All sick days donated will be deducted from the accumulated sick leave of the donor.

4. All sick days donated but not used for the purpose of the original donation will be returned to the donor(s) on a prorated basis rounded to the nearest half day."

When sick leave is donated to an employee, such donated leave time may not be utilized until all of the employee's available paid leave (sick leave, vacation time, etc.) has been expended.

Section 4. Insurance (Life and Health) The City will provide at its expense an A/S policy to two-thirds of regular weekly wages to a maximum of $300 weekly and an AD & D policy.

The City shall provide life insurance in an amount of $15,000. In addition, the City will pay the premium for life insurance policy for retirees in an amount of $2,500.00, which policy shall also permit the retiree to purchase an additional $7,500.00 benefit at the retiree's cost.

Section 5. Health Insurance

The City will provide the Harvard Pilgrim HMO High $10 (4J) RX 0/15/15R&M health insurance coverage to eligible Local #1088 bargaining unit members or such other plan as is mutually agreed upon. An eligible bargaining unit member desiring coverage beyond the agreed upon level must pay the additional costs beyond the agreed upon level. The City will contribute 80% of the Harvard Pilgrim HMO High $10 (4J) RX 0/15/15R&M premium or such other mutually agreed upon plan with the employee contributing 20% through payroll deduction.

The contribution amount (dollar amount) of the final year of the contract will remain in effect until a new contract is executed.

The City and the Union agree that any full-time regular employee covered by the medical insurance may elect annually, in the preceding November, to waive their right to City-provided medical insurance coverage. When so elected in writing to the comptroller, they shall receive a payment equivalent to fifty percent (50%) of the single person plan annual premium in effect at the time to be paid in two (2) installments, in January and July, so long as they remain a regular full-time employee of the City. Any payments made above shall be pro-rated to determine if the employee is due any further payment or is required to make a refund for such payment to be reconciled in their final paycheck.

The City will allow its employees to participate voluntarily in a Section 125 contributory plan, as provided by the City of Berlin in accordance with applicable Federal and State laws or regulations for the employee portion of the premium payments.

If the health insurance vendor is to be changed, it will be done so only if the new plan is "not less than" current coverage. If there is interest in changing the health insurance plan, proposals will be evaluated by

representatives of the City and the Union.

Section 6. Medical Insurance for Retirees. Retirees of the Fire Department shall be permitted to remain under the City's group health plan in accordance with the following provisions:

(a) Retiree's spouse or other family members may not be providing a health insurance program covering the retiree/employee;
(b) Participation in the City's group plan is at the full cost of the employee/retiree paid to the City monthly;
(c) Participation shall continue to age 65 or when the employee/retiree becomes eligible for Medicare;
(d) Depending on the actuarial cost, this proposal may be prospective for all future retirees;
(e) Said proposal, if implemented, would continue until the State of New Hampshire Legislature or the New Hampshire Retirement System implements a plan of their own to cover retirees, in which case all retirees would transfer to the newest plan.

ARTICLE 13 – BEREAVEMENT LEAVE

In the event of death in the family of an employee, he/she shall be granted time off to attend funeral services as follows.

Bereavement leave of up to five (5) working days beginning from the day after the death shall be granted to an employee in the event of the death of his/her:

Mother	Father
Wife	Husband
Daughter	Son
Sister	Brother
Father In Law	Mother In Law
Stepfather	Stepmother
Stepchild	

One of these days may be reserved in the case of late interment.

Bereavement leave of up to three (3) working days beginning from the day of death shall be granted an employee in the event of the death of his/her:

Grandparents	Grandchildren
Siblings-in-law	Children-in-law

Bereavement leave on the day of the funeral shall be granted to the employee in the event of the death of his/her:

Aunt/Uncle	Spouse's Grandparents
Niece or nephew	

An employee who is on bereavement leave and who otherwise would have worked a holiday during that period shall not receive the additional "working holiday" pay.

ARTICLE 14 - CALLBACKS

Section 1. Recall to Duty. Members recalled to duty because of any out-of-town fire, or a planned outside overtime, or lost hunter, shall be paid at the regular overtime rate of time and one-half (1½) for actual time worked but not less than one half day's pay.

Section 2. Mutual Aid Assignments. When the Berlin Fire Department shall answer to a fire call beyond the corporate boundaries of the City of Berlin, made by a Selectman or Fire Chief of an adjacent community under Mutual Aid Agreement as may exist, replacement crews shall be called in immediately to maintain the fire fighting capacity of the Department relative to its duty to the City of Berlin. On any other fire call which may take Fire Department personnel beyond the corporate boundary lines of the City for a time which can be reasonably foreseen by the officer-in-charge to involve a period greater than one hour or which, in fact, does continue for a period longer than one hour, replacement crews shall be called in immediately to maintain fire fighting capacity of the Department relative to its duty to the City of Berlin.

Section 3. Call Back for Alarm. It is agreed by the parties hereto that off-duty personnel called back for alarms, or emergencies, shall be paid at the overtime rate for each hour actually worked. Any portion of the first hour worked shall be calculated as a full hour and any part of an additional hour shall be calculated also as a full hour.

ARTICLE 15 - RELIEF

Section 1. Relief at Fires. In the event of a fire, or fires, requiring the members to work longer than the regular tour of duty, it shall be the responsibility of the officer in charge to see that these men are relieved by the oncoming tour as speedily as possible.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. The purpose of the grievance procedure shall be to settle all grievances between the Fire Department and the Union, on as low a level as practical and as quickly as possible, so as to insure efficiency and promote employees' morale. It is hereby agreed and understood that no employee of the Union shall be allowed to conceive, originate, foster or encourage any grievance of any kind whatsoever, unless originated by the aggrieved person or persons.

A. Definition of Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

B. Procedure:

Step I.

An employee claiming a violation concerning the interpretation or application of this Agreement shall within ninety-six (96) hours after such alleged violation has occurred present such grievance to the Assistant Chief. The Assistant Chief will discuss and give an answer to such Step 1 grievance within seven (7) work days after receipt. A grievance not resolved in Step 1 and appealed to Step II shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step II within seven (7) work days after the Assistant Chief's final answer in Step I. Any grievance not appealed in writing to Step II by the Union within seven (7) work days shall be considered waived. Any grievance not answered by the Assistant Chief within the seven (7) work days will be settled without prejudice upon the basis of the Union's claim. For the purposes of this section, the term "work days" will not include absences due to illness, vacation or extended absence.

Step II.

If appealed, the written grievance shall be presented by the Union and discussed with the Fire Chief. The Fire Chief shall give the Union the employer's Step II answer in writing within seven (7) work days after receipt of such Step II grievance. A Grievance not resolved in Step II may be appealed to Step III within seven (7) work days following the Fire Chief's final Step II answer. Any grievance not appealed in writing to Step III by the Union within seven (7) work days shall be considered waived. Any grievance not answered by the Fire Chief within the seven (7) work days will be settled without prejudice upon the basis of the Union's claim. For the purposes of this section, the term "work days" will not include absences due to illness, vacation or extended absence.

Step III.

If appealed, the written grievance shall be presented by the Union and discussed with the City Manager. The City Manager shall give the Union the employer's answer in writing within seven (7) calendar days after receipt of such Step III grievance. If the City Manager does not answer a grievance or an appeal therefrom within seven (7) day time limit set forth herein, the Union shall consider that grievance settled without prejudice upon the basis of the Union's claim.

Step IV.

A grievance unresolved in Step III and appealed to Step IV by the Union shall be submitted to arbitration. The Public Employee Labor Relations Board shall be called upon to supply a list of arbitrators agreeable to both the City and the Union. Appeals to arbitration shall be in writing with a copy served simultaneously upon the other party.

C. Arbitrator's Authority

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from, the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union. The arbitrator shall have no authority to make a decision on any other issue not so submitted.

2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify, or vary, in any way the applications of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

D. Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat that grievance as denied at that step and immediately appeal the grievance to the next step or notify the City in writing of their failure to answer. Having received such notice, the City shall have forty-eight (48) hours to answer the grievance or it shall be considered settled without prejudice upon the basis of the Union's claim. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

E. Time Extension

Any of the time limits contained in this grievance procedure may be extended by mutual written agreement of the Employer and the Union.

ARTICLE 17 – SAFETY AND HEALTH

Section 1. Safety and Health. The Fire Department and the Union shall cooperate fully in matters of safety, health, and sanitation affecting the employees. The Fire Department shall furnish protective ensembles in accordance with NFPA 1971 (1997 edition) Standard on protective ensemble for structural firefighting which shall be worn by the personnel on duty when responding to alarms of fire.

ARTICLE 18 – WORK RULES

Section 1. Working Rules. The Fire Department may adopt rules for the operation of the department and the conduct of its employees, provided such rules do not conflict with any of the provision of this Agreement.

Section 2. It is agreed that the Fire Department has the right to discipline or discharge employees for just cause.

Section 3. It is understood that an employee may be dismissed for reporting to work under the influence of alcohol or other drugs not prescribed by his physician, for bringing alcohol or other drugs on the job, or for consuming alcohol or other such drugs during working hours, or for committing theft or other serious offenses. Any employee who is under the influence of any prescription or non-prescription medication which may impair his mental or physical performance in any manner shall so advise his shift supervisor so that appropriate precautions may be taken. Said Article shall be administered in conjunction with the Employee Assistance Program. The Captains have the authority to send a person home if the Captain suspects any of the above conditions. Employees dismissed under this clause depending on the circumstances may be disciplined up to and including discharge.

Section 4. The request of any two (2) members of the Fire Department to exchange tours of days off shall require the prior approval of the Chief or Officer in Charge. In the event that either of the members cannot fulfill the exchange, it shall be the responsibility of the one who cannot fulfill the exchange to find an adequate replacement.

Section 5. Each platoon shall include a captain who shall be in charge of the shift and who shall be responsible to the Assistant Chief and /or Fire Chief for directing the activities of the platoon on duty and accomplishing the work program planned by the Department.

ARTICLE 19 - ABSENTEEISM

Section 1. Absenteeism. Employees not expecting to work because of emergencies or other justifiable causes, must notify their respective superior officer fifteen (15) minutes before scheduled time. This provision shall not be interpreted as condoning repeated absences from work on the part of the employee.

ARTICLE 20 – LABOR REQUIREMENTS

Section 1. Labor Requirements. In justice and fairness to the City and the Taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

Employees shall not leave the job until properly relieved on "early relief" of less than one-half hour (½) or authorized by the platoon commander for "early relief" of more than one-half (½) hour.

Section 2. If a permanent employee is discharged or disciplined for just cause, the employee may appeal such discipline in accordance with the requirements of the grievance procedure.

ARTICLE 21 – HOLIDAY PAY & PAGER ALLOWANCE

Section 1. Holiday Pay. Only permanent members who are not scheduled to work shall receive a regular day's pay for the following holidays:

Washington's Birthday	Memorial Day
Columbus Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	December 24
Christmas Day	New Year's Day
Federal Election Day	Good Friday

Personnel scheduled to work a holiday shall be paid at a rate of time and one-half (1½) for all hours worked, plus their regular day's wage. If December 24, or December 25 fall on a Sunday, all those who work receive double time for all hours worked in addition to holiday pay.

Section 2. Pager Allowance. It is agreed by the parties hereto that each member covered by this Working Agreement shall be paid the sum of thirty dollars ($30.00), to cover the normal operating cost for the member's paging unit. Said amount to be paid on or about February 1, annually.

ARTICLE 22 – LONGEVITY PAY

Section 1. Longevity. Any member of the Fire Department having completed their first five (5) years of service shall receive one hundred twenty-five dollars ($125.00) longevity and an additional one hundred twenty-five dollars ($125.00) for each five year period completed thereafter. Any portion of the month shall be considered the anniversary date. Longevity pay will be paid between the first and fifteenth of December of each year. Effective July 1, 1999, the rate of payment set forth above shall be increased an additional fifty dollars ($50.00) to one hundred seventy-five dollars ($175.00) per five (5) year category. Effective with the signing of this Agreement, the rate of payment set forth above shall be increased an additional one hundred dollars ($100) to two hundred seventy-five dollars ($275) per five (5) year category. Effective July

1st, 2010, the rate set forth above shall be increased an additional one hundred dollars ($100) to three hundred seventy-five dollars ($375) per five (5) year category.

Employees who retire during the calendar year shall have their longevity pay prorated by the month payable upon retirement. For example, an employee receiving an annual longevity payment of $150.00 and retires on July 1 would receive one-half of the longevity payment, or $75.00.

ARTICLE 23 – EQUIPMENT AND CLOTHING ALLOWANCE

Section 1. Equipment and Clothing Allowance. Each permanent member of the Fire Department shall annually be allowed to draw $470 as allowance for replacement of uniforms and/or Fire Department work clothes and/or footwear and/or equipment that has been damaged in the performance of fire duty or Fire Department work. The Chief of the Department will be sole judge of claims and his decision shall be final. The allowance shall be paid on or about September 1 of each year.

ARTICLE 24 – PROTECTION OF PROPERTY AND EQUIPMENT

Section 1. Protection of Property and Equipment. It shall be the responsibility of any employee having custody of any vehicle, equipment or other property to be competent in the operation and use of such vehicle, equipment or other property, and to see that it receives proper maintenance and care, is kept clean, and is properly returned to its place of storage after use.

ARTICLE 25 – STRIKES AND LOCKOUTS

Section 1. Strikes and Lock-Outs. The Union agrees that while this Agreement is in effect, there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the Fire Department. The Fire Department, in return, agrees that there shall be no lock-outs of employees by the Fire Department. It is agreed by the parties hereto that nothing contained in this section or any part of this Agreement shall be construed or used in any manner to form the basis of an allegation of violation of this Agreement for the purpose of supporting any legal or court action, unless and until the parties of the complaint or contention and the latter party after having been allowed a reasonable opportunity to correct the same shall refuse to do so.

ARTICLE 26 – NON-FIREFIGHTING ASSIGNMENTS

Section 1. Non-Fire Fighting Assignments. Work performed in conjunction with other City departments, or at the request of the City of Berlin due to the need for specialized Fire Department equipment and/or training but not normally firefighters assignments, except in the case of emergency, will be performed by off duty personnel of the Department at the normal overtime rate whenever such work can be expected to last more than approximately one hour. Emergency shall be defined as any unforeseen circumstance, or combination of circumstances, the resulting state of which require immediate action.

On those occasions, when in conjunction with other City departments, or at the request of the City, Fire Department personnel are sent on non-fire fighting assignments beyond the corporate boundary lines of the City of Berlin on standby duty so-called, such as the Berlin Municipal Airport, and the Officer in Charge can reasonably foresee that the time period will likely exceed one hour, off-duty personnel of the Department shall be called in to perform such assignments or replace on-duty personnel at the normal overtime rate. The Officer in Charge shall assign the additional manpower called in when non-firefighting assignments are expected under this Article to perform whatever duties are deemed to be necessary by the Department.

ARTICLE 27 – LEAVES OF ABSENCE

Section 1. Emergency Leave of Absence. The on-duty station officer may, at his discretion, grant an on-duty employee an emergency leave of absence in the event of a verifiable emergency at home when the duty officer judges that adequate protection can be given to the City with the remaining men on duty.

Section 2. Leave for Union Business. The Union President or his representative shall be entitled up to five (5) man-days per contract year with pay for official union business, exclusive of contract negotiations. Unused man days may be carried over to the next contract year. The periods from July 1 to June 30 shall be considered a contract year for the purpose of awarding these days.

Section 3. Leave for Court Duty. Any firefighter summoned or subpoenaed to court for official Fire Department business or jury duty shall not suffer any loss of wages as a result. Upon presentation of evidence of jury or court service, he shall be compensated for the difference between his base pay and his jury/court pay for each day of jury or court service.

If an on-duty firefighter is required to appear in court for official Fire Department business, the decision as to the necessity of replacing that firefighter shall be at the discretion of the Department which shall take into consideration the expected duration of the firefighter's absence.

ARTICLE 28 - TRAINING

Section 1. Fire Training. All expenses of training courses recommended or required by the City shall be paid by the City. The City shall establish a list of required and recommended courses. The Union shall participate in establishment of this list.

Section 2. Training or Schooling Out-of-Town. The Chief or his designate shall decide which training and/or schooling courses are to be made available to the Department, depending upon promotional procedures and other necessary fire service skills. He shall also determine the number of persons who shall participate in training/schooling programs when training and/or schooling is not provided during on-duty time.

Selection for attendance to training and schooling out-of-town shall be based upon the nature and content of the courses and/or curriculum, as it relates to a position and Department requirements.

The City will pay for a firefighter's regular weekly wages, all meals, lodging or make arrangements for them through non-commercial locations such as another fire department, mileage at the applicable IRS reimbursement rate only for one vehicle, tolls, and course registrations.

Misconduct or failure to perform work assignments or unexcused absences from classes shall be grounds for the City to require reimbursement of its expenses incurred in the course of providing the schooling, if the employee fails to successfully complete the program.

Compensation for mandated off-duty schooling and/or training as determined by the Chief or his designate shall be a 100% of actual class time at one and one-half time (1½) the regular wage. Voluntary participation in off-duty schooling and/or training shall not receive compensation. Non required/non-approved training and/or schooling, while to the benefit of the employee, is not subject to compensation. A firefighter attending out-of-town schooling and/or training and scheduled for an overtime shall not be charged for the refusal of overtime if it is due to their attendance in mandated/non-elective and approved training and/or schooling.

ARTICLE 29 – COST OF LIVING

Section 1. Cost-of-Living. If the increase in the cost of living as measured by the Bureau of Labor Statistics, Consumer Price Index - U. S. City Average - all items, exceeds 10% between July 1 and June 30 of each year, a cost of living special payment of one-half of one percent (½%) of each employee's base hourly wage times total hours worked, exclusive of overtime during the period of July 1 and June 30 of each year, will be paid when the BLS-CPI figures for September of each year become available.

ARTICLE 30 – LEGAL PROTECTION

Section 1. Legal Protection. The City of Berlin shall defend any Union member of the Fire Department as to claims against the said firefighter for bodily injury and/or property damage arising out of his performance of firefighter duties, including a personal vehicle when responding to an emergency fire call.

ARTICLE 31 – RETIREMENT NOTIFICATION INCENTIVE

Effective July 1, 2003, an employee in the Berlin Fire Department will receive a stipend equal to the following schedule upon written notification to the Fire Chief of his/her intent to retire: $2,000 for the first year of notification; $1,000 for the second year of notification. If an individual gave a two year notice, they would receive a total of $3,000 over the two year period. If an individual gives one year's notice, they would receive a total of $2,000 for the one year period. The notification shall take place one month before the last one or two years, as applicable, prior to the stated anticipated retirement date. Payment for the first year of notification will be made between 60 and 90 days after the notification given by eligible employees. Payment for any second year of notification will be on or about one year after the first year payment is made. The employee must have a minimum of eighteen (18) years in

service to the City of Berlin to be eligible for this incentive. The notification to the Fire Chief of the intended retirement date will be final and binding. A year is configured by taking the date of stated retirement and counting back twelve (12) months, or twenty-four (24) months, as applicable.

ARTICLE 32 – WELLNESS AND FITNESS

The Union agrees to establish a committee that will design a wellness and fitness program based upon the principals contained in the "Fire Service Joint Labor Management Wellness-Fitness Initiative" created by the International Association of Fire Chiefs and International Association of Firefighters. The committee will present the City Manager a program with attendant cost and timelines for his approval and submission to the City Council.

ARTICLE 33 – TERM OF AGREEMENT

Section 1. Dates. This Agreement shall take effect on signing, and it shall remain in full force and effect until June 30, 2013, and thereafter from year to year until terminated. It may be terminated at the end of the contractual year by notice in writing by one party served thirty (30) days prior thereto upon the other party.

Signed the 30th day of August, 2011.

FOR THE CITY OF BERLIN

City Manager

Fire Chief

FOR THE UNION

President, Local 1088