ORIGINAL

AGREEMENT

BETWEEN

THE CITY OF BERLIN AND LOCAL UNION #1444

OF THE AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

PUBLIC WORKS, RECREATION AND POLLUTION CONTROL

JULY 1, 2011 TO JUNE 30, 2013

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RECOGNITION

The City hereby recognizes that the Union is the sole and exclusive representative of all positions covered in the bargaining unit certified by the New Hampshire PELRB in Case #A-0405 originally signed on January 10th, 1976 and as amended since 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 City to operate within its budget as set by the City Council.

ARTICLE I - GENERAL PURPOSE AND INTENT

1.1 The City of Berlin, hereinafter referred to as the City, and the covered departmental employees, hereinafter referred to as the Union, in order to increase general efficiency in the City, to maintain the existing harmonious relationship between the City and its employees and to promote the morale, equal rights, well-being and security of the City employees, the City and the Union hereby agree as follows:

1.2 Compliance with Public Employee Labor Relations Law. The City and the Union agree for themselves and for the purpose of this Contract to be bound by the provisions of New Hampshire RSA 273-A.

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

ARTICLE II - MANAGEMENT RIGHTS

2.1 The direction of Department operations and the determination of the methods and the means by which such operations are to be conducted shall be the function of Management. All rights and responsibilities not specifically modified by this agreement shall remain the function of Management in accordance with the provisions of RSA 273:1: XII.

2.2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of Management's exercising the above mentioned rights, whenever such grievances exist.

ARTICLE III - UNION SHOP

3.1 Whenever re-employments are made, or the City hires new employees, including the covered positions at the Pollution Control Facility and excluding temporary employees, they shall within sixty (60) working days following completion of their probationary period, become members of Local #1444, by presenting to the City a proper authorization approved by the Union President for the collection of their dues.

ARTICLE IV - CHECK OFF

4.1 Upon an individually-written authorization by an employee and approved by the Union President, the City agrees to deduct from each employee so authorized a sum, as set by vote of the Union membership, each week for Union dues and to make remittance to the Union Treasurer monthly. However, if an employee has no check coming to him/her, or the check is not large enough to satisfy the assignment, then, and in that event, no collection will be made from said employee for that week. In no case will the City attempt to collect fines or assessments for the Union except regular weekly dues.

4.2 The Union agrees in return for itself and for its members that they will individually and collectively perform loyal and efficient work and service and will use their influence and best efforts to promote and advance the interests of the taxpayers of Berlin.

4.3 It is further agreed that if the Union should increase its weekly dues payment by vote of its members that upon written authorization from the Union President said deductions shall be made in the amount of said certification. Notification from the Union of any dues changes shall be incorporated in this Agreement as an addendum thereto.

ARTICLE V - PROBATIONARY PERIOD

5.1 Employment Probationary Period

The first six months of employment for a new employee with the City in a position covered by the bargaining unit will be an employment probationary period. Probationary employees are not a part of the bargaining unit and are not covered by this Agreement. During the employment probationary period, the employee may be discharged at the sole discretion of the City without employee recourse to the grievance procedure or any other protection of this agreement. Prior to the end of this employment probationary period, a decision will be made solely by the City as to whether the employee will be employed or not beyond this six month employment probationary period. All employees who have successfully completed their probationary period shall be known as regular employees and the employment probationary time shall be considered part of their seniority time.

5.2 The City will provide a copy of this Agreement, including all amendments, to any employee who successfully completes the probationary period.

5.3 Promotional Probationary Period

In the event an employee moves, is moved or is promoted from one position in City employment to a position covered by the bargaining unit or from one bargaining unit position to another, he/she shall serve a 60 day promotional probationary period. Prior to the end of this 60 day promotional probationary period, the employee shall be evaluated by

the City to determine whether he/she is performing the job in a satisfactory manner. If the employee is not found to be performing satisfactorily in the new position as determined solely by the City, he/she will be placed back in the same classification and pay grade as he/she had obtained prior to promotion, providing such action does not violate another collective bargaining agreement.

ARTICLE VI - SENIORITY

6.1 Seniority is defined as the length of continuous service in the Department. The Public Works Department shall establish seniority lists and they shall be brought up to date on October 1st of each year and be immediately posted thereafter on the department bulletin boards in the various departments for a period of not less than thirty (30) days. A copy of said seniority list shall be mailed to the Secretary of Local #1444. Any objection to the seniority list as posted shall be reported to the department within ten (10) days or it will stand approved.

6.2 Employees, hereinafter assigned by the City to work outside the bargaining unit of the Union described in the Agreement, shall retain their seniority while they are so assigned. No temporary or permanent demotions in supervisory positions will be made into the bargaining unit. No supervisory employee discharged for cause shall be transferred to the bargaining unit.

6.3 A person selected for promotion to a supervisory position from the bargaining unit shall retain his/her seniority rights as to this Agreement and the right to return to the unit for a period of six (6) months after promotion.

6.4 Seniority will continue for military and Union service for all covered employees.

6.5 It is understood that non-bargaining unit supervisors or professional personnel may, from time to time, in the course of their work, perform tasks normally performed by members of the bargaining unit. Such temporary work is specifically recognized and accepted by this agreement as long as such work does not displace a bargaining unit position(s).

6.6 Laborer Work Assignment:
In the Public Works Department, seniority will be a factor in the assignment of jobs lasting more than one day. For the first day of any laborer's job lasting more than one day, assignment may be made without regard to seniority. Thereafter, if a more senior laborer with equal or superior qualifications and skill requests assignment to an ongoing job held by a less senior laborer, such request shall not be unreasonably denied. Any such request must be made in writing to the Supervisor prior to the end of the first day to be considered.

ARTICLE VII - EQUIPMENT CLASSIFICATION,

QUALIFICATION & ASSIGNMENT

7.1 Equipment Classification

Within the Public Works Department portion of the bargaining unit, employees are all Laborers unless they are hired into or promoted to the regular positions of Garbage Packer, Recycler (2 positions), Street Sweeper, Vacuum Truck, Sewer Crew Leader, Paving Crew Leader, Mechanic, Welder, or Carpenter, or unless they become qualified to operate equipment in any of the Department's three equipment grades above the Labor grade (see Classifying Equipment Chart below). Promotion to the former regular positions shown in the second column of the below Classifying Equipment Chart is determined by the Department's review of the qualifications of applicants for these positions when there is a vacancy in one of these positions. Daily assignment for the latter equipment is determined by employee seniority equipment lists of assigned qualified employees and/or learners which are kept by the Department for each of the classifying pieces of equipment. However, employees who are already qualified for a piece of classifying equipment as of the date of the signing of this agreement, will be placed in the classifying equipment list in their current order regardless of seniority. Employees in regular positions shown in the second column of the below Equipment Classifying Chart, when not required to do their regular job, will qualify for classifying equipment in exactly the same manner as other employees in these grades.

Employees in Public Works positions from outside the grades shown in the Classifying Equipment Chart below may be temporarily assigned to any of the positions in such chart only after all other more senior qualified or Learner employees have been utilized, unless there has been a layoff or reduction in force. The exception to this is the position of Carpenter. The Carpenter may be used as needed in these positions in accordance with seniority.

7.2 Equipment Learners

An employee may be assigned to or volunteer for learning to operate a classifying piece of mechanical equipment as indicated in the Classifying Equipment Chart below. Such an employee will be considered a Learner on that piece of equipment until such time as the employee is designated by the Department as qualified on that piece of equipment. Learners will be placed on the employee seniority equipment list in order of seniority. A Learner assigned to a piece of classifying equipment for the purpose of learning its operation will receive no increase in pay for the first 120 hours of operation of that equipment. Such Learner will, for the next 120 hours of learning to operate the equipment, be paid the full rate for the equipment he/she is operating.

Classifying Equipment Chart

Grade	Regular Positions	Classifying Equip.	Rate Designated Equipment
1 Labor		none	none
2 Equipment		6 wheel trucks, compressor, sidewalk tractor	All equipment to the left, plus auger, paint machine, sidewalk roller, curbing machine, pavement cutter, hot patch equipment, cemetery grave digging
3 Equipment	Garbage Packer, Recycler, Street Sweeper, Vacuum Truck, Sewer Crew	10 wheel trucks, large salt trucks, plow trucks	All equipment to the left plus snow loader, vac-all, street sweeper, sewer jet
4 Equipment	Sewer Crew Leader, Paving Crew Leader, Heavy Equipment Operator, Cemetery Operator	Front end loader, large dozer, grader, low bed, backhoe	All equipment to the left

7.3 Equipment Qualification

To become qualified on a particular piece of classifying equipment, a Learner must become qualified by the Department as indicated below within the 240 hour (not required to be consecutive) Learner's period. The Department may qualify a Learner it deems qualified at any time during the 240 hour learning period, but a Learner who does not achieve qualification by the Department within the 240 hour Learner's period is automatically disqualified for that piece of equipment and is automatically removed from the equipment list for that piece of equipment. Each Learner will be provided with a written assessment of their performance on the piece of classifying equipment at or prior to the end of 120 hours of the Learner's period, and again at or prior to the end of the 240 hour Learner's period. Unless they have received a letter of permanent disqualification from the Department, employees who do not qualify for a particular piece of classifying equipment will be afforded the opportunity to sign up again to become a Learner on that piece of equipment every October 1st for a two week period.

If a Learner becomes qualified to the satisfaction of the Department on a particular piece of classifying equipment, such employee will be provided with a letter from the Department evidencing qualification on that piece of equipment. An employee, who becomes qualified on all the classifying pieces of equipment in any particular equipment grade as shown in the Classifying Equipment Chart above, will be eligible to next fill a

vacancy so declared by the Department for permanent pay at that equipment grade. Otherwise employees qualified or not, will receive the higher pay rate for a particular piece of equipment only when they are assigned to operate it. In order to be eligible for Grade 3, an employee must first be qualified as Grade 2. In order to be eligible for Grade 4, an employee must first be qualified as Grade 2 and Grade 3.

7.4 Equipment Assignment

During regular hours, employees will be assigned to a piece of equipment based on the employee seniority equipment qualifying list for that particular piece of equipment when that equipment is utilized. However, the Union agrees that the Department may deviate from the order of the employee seniority equipment list in assigning personnel when the Department deems it necessary for efficiency or practicality once assignments have been made and the crews have embarked on their work for the shift. Employees assigned to equipment at levels below the grade they have achieved will not lose any pay as a result of such lower assignment.

New employees with the exception of employees at Grade 5 (Tradesmen) will be placed on all employee seniority equipment lists according to their seniority. However, employees possessing a valid commercial CDL A or B license will automatically be qualified on the dump truck and salt truck qualification lists. Employees possessing a valid commercial CDL-A license will automatically be qualified as Tractor-Trailer.

Anything herein to the contrary notwithstanding, the determination of which employees (sewer crew or non-sewer crew) are to be assigned or called in to perform the cleaning of catch basins and culverts prior to or during a storm shall be at the discretion of the Department.

In situations where the Sewer Crew personnel are split between jobs and one of the Sewer Crew members who is not the Sewer Crew Leader is given the responsibility of leading two or more personnel in accomplishing 'sewer work', such Sewer Crew member will be paid at the Sewer Crew Leader rate.

7.5 Lack of Work

In the event of lack of work in any equipment grade or grades, employees will be bumped down in direct accordance with the equipment classifying equipment list. Employees may also bump from any equipment classifying list to any equal or lower equipment classifying list in the same manner, but in reverse order (first in - last out), to the manner in which they moved up.

7.6 On-the-Job Training

It is understood and agreed that the Department may utilize up to fifty (50) person days each fiscal year for assigned on-the-job training. When such assigned training is occurring, it is recognized and agreed that anything herein to the contrary notwithstanding, normal assignments as called for in this contract, will be displaced regardless of seniority. Training assignments for Learners will be from

the equipment qualifying list in the order their names are listed.

ARTICLE VIII - VACANCIES

8.1 When a vacancy is being filled, either permanently or temporarily, or a new job or position is established in a Department, then, the Department will post the position in house in all Departments of the City, and will consider qualified bargaining unit members first, in order of seniority. The Department may also simultaneously advertise outside. If the Department determines that there are no well qualified employees in the bargaining unit, the City may fill the position from outside the bargaining unit. The Department will choose the employee it determines to be the best qualified for the position.

8.2 If the City does not move to fill a vacancy, the City will, upon Union request, provide the Union in writing with its current thinking with respect to its plans for the position.

ARTICLE IX - PERSONNEL REDUCTION

9.1 When a position in any job classification is eliminated by the City due to a reduction in work force, the job of the employee with the least seniority shall be deemed to have been eliminated.

9.2 However, if the displaced employee has more seniority than another employee in the Department, the City shall assign that employee to another job which he/she is qualified to perform, taking into consideration his/her department seniority relative to other employees. No employee shall be laid off before all employees in the bargaining unit with less seniority are laid off.

9.3 As eliminated positions are re-established or new positions are created, laid-off employees shall be given first priority for placement in the inverse order of layoffs. A laid-off employee shall keep his/her seniority rights for twenty four (24) months after layoff or until re-employed in a regular unit position, which ever occurs first.

9.4 In the event that the City must make reductions in force, it agrees to make a reasonable effort to reassign affected personnel, if vacancies exist, elsewhere in City Departments.

9.5 In the event of Local #l444 members under this Contract are on layoff subject to recall, they will be given first consideration to fill any job openings in this Department which are covered under federal or state manpower programs or other similar programs.

9.6 No demotions of supervisory positions will be made into the bargaining unit during a layoff.

ARTICLE X - TEMPORARY EMPLOYEES

10.1 The Department may hire extra help at any time at the discretion of the City Manager as long as such help is placed at the bottom of the seniority list, except for temporary or seasonal part-time employees who shall obtain no rights and whose positions are not regular unit positions. In the event employees of this Department are on recall, they shall have first consideration to fill these openings before new employees are hired. If temporary employees are hired for full-time positions within 12 months of their temporary employment hiring date, then the period of temporary work shall count as part of the probationary period. Temporary employees may work up to 90 work days as temporary employees.

10.2 Pollution Control will continue to provide a training environment for students from the New Hampshire Technical College. These students will continue to be offered an on site learning opportunity.

ARTICLE XI - TEMPORARY OR PERMANENT ASSIGNMENT

11.1 Employees temporarily assigned to lower-rated jobs/levels shall retain their regular rate of pay.

11.2 Employees temporarily or regularly assigned to higher-rated jobs shall receive the higher rate of pay; and, if an employee is so assigned for one hour, he/she shall receive the higher rate for all continuous hours worked in the work day. This does not apply to learners.

ARTICLE XII - WORK DAY AND WORK WEEK

12.1 In all Departments except Pollution Control, the work week shall commence at 7:00 a.m., Sunday morning and continue through to 7:00 a.m. the following Sunday morning. The work day shall commence at 7:00 a.m. and continue through 7:00 a.m. the following morning. A normal work day shall consist of eight (8) hours, commencing at 7:00 a.m. and ending at 3:00 p.m.

The normal work day in Public works and Recreation and Parks will be from 7:00 a.m. to 3:00 p.m. Public Works and Recreation and Parks employees shall be entitled to one daily break not to exceed 20 minutes, taken at the discretion of the foreman. Additionally, Public Works and Recreation and Parks will have a 20 minute, on site lunch period. Remedies of personal hygiene will not be authorized earlier than five minutes prior to the end of the shifts. Emergency situations are to be considered and monitored by

management.

In Public works and Recreation and Parks, if an employee is required to work in excess of eight (8) continuous hours, he/she shall receive an additional twenty-minute break for each additional four (4) hours worked which shall be scheduled by the supervisor to be taken by the employee within a reasonable proximity of normal meal time. However, if the supervisor does not provide an opportunity for the employee to take the twenty-minute break, the employee will be paid for the twenty-minute period without actually taking it.

The normal work week shall commence at 7:00 a.m., Monday morning and continue through to Saturday evening for a total of forty (40) hours and be made up of five normal work days, as outlined above. The City also reserves the right to name other working hours to suit specific jobs or other irregular working conditions for all employees. This will give the City the right to schedule shifts and Sunday. When working shifts, workers will be given twenty (20) minutes to eat. The City also reserves the right to limit any or all employees to forty (40) hours straight time in any one working week. When employees are scheduled for shift work, they shall receive the following in addition to their regular rate, as per the effective year of the contract:

For the term of the contract the shift differential to be paid shall be:

3:00 - 11:00 p.m.	$.35/hr.
11:00 - 7:00 a.m.	$.40/hr.

Whenever employees are scheduled to work shifts, the schedule will be posted by twelve o'clock (12:00) noon on Friday at the appropriate place. This will be done whenever possible.

12.2 In Pollution Control, the normal work day will be 7:00 a.m. to 3 p.m. One twenty (20) minute morning break will be authorized at Pollution Control. Pollution Control will have a staggered 30 minute, on site lunch period. Remedies of personal hygiene will not be authorized earlier than ten minutes prior to the end of the shifts. Emergency situations are to be considered and monitored by management. Any practice to the contrary notwithstanding, the workday does not end until the appointed hour.

12.3 The normal work week shall commence at 7:00 a.m. Monday morning and continue through Friday for a total forty (40) hours and made up of five normal work days, as outline above. The City also reserves the right to name other working hours to suit specific jobs or other irregular working conditions for all employees. This will give the City the right to schedule shifts and Sunday. When working shifts, workers will be given twenty (20) minutes to eat. The City also reserves the right to limit any or all employees to forty (40) hours straight time in any one working week. When employees for the duration of the contract are scheduled for shift work, they shall receive the following in addition to their regular rate per the effective year of the contract:

3:00 - 11:00 p.m.	.22/hr.
11:00 - 7:00 a.m.	.30/hr.

ARTICLE XIII - OVERTIME AND CALL-INS

All Departments Except Pollution Control

13.1 In case an employee is called in for work outside the normal workday, he/she shall be allowed a minimum of four (4) hours pay; but, if for any reason whatsoever he/she is required to work more than two and three-quarter hours straight time, then he/she will be paid at the regular rate of time and one-half for all hours worked. Employees who show a pattern of not being available or who show a pattern of not responding to call-in requests from Nov. 15-April 15, may be subject to disciplinary action. The preceding notwithstanding, employees who do not respond to an overtime call for any reason shall be assigned the number of paid hours accumulated by the employee who works in his/her place and shall, thus, not have priority for overtime call-in until his/her total of worked and charged overtime hours is less than the total for other employees in the Department.

13.2 All workers will receive time and one-half for all work performed over eight (8) hours in any one day which is not a Sunday or holiday and all over forty (40) hours in any one week, whichever is greater. Holiday pay will be as provided in Article XXII. All work on Sunday will be at time and one-half, except as provided in Article XXII, 22.1.

13.3 In addition, overtime shall be paid for all hours of overtime worked over twenty-four (24) hours of continuous work during an emergency when the hours of continuous work run into another day.

13.4 The City will make an honest effort to distribute the overtime work among the eligible employees as evenly and fairly as possible without impairing efficiency. All overtime work will be divided as equally as possible, in accordance with the employees' classification; and overtime will be posted weekly or more frequently if possible. Overtime hours shall be logged on one chart only. For the purpose of making overtime assignments, employees with overtime accruals within one (1) hour of each other shall be considered equal and one will not have more overtime call-in rights than another. It is further agreed that whenever the foreman knows ahead of time that a crew will be needed for overtime work, these employees shall be notified ahead of time.

If an employee holding a regular position is plowing through to the 7:00am shift, and the City cannot place him/her back on their regular position, they can continue through the day and a temporary replacement will perform their regular duties if deemed necessary by management. Otherwise, he/she will be required to do their regular position work. All employees are expected to work overtime as required. In the event that insufficient numbers of employees report for overtime work, the least senior employee(s) on the overtime list shall be contacted again and required to work.

13.5 During the winter months, scheduled overtime work shall be posted on the bulletin board at the City Garage as soon as it becomes known. An overtime list shall be posted, containing the comparative numbers of overtime hours worked or charged to each employee and shall be brought to zero each October 1.

13.6 The Union and its individual members agree to accept any assignment delegated to them by the Supervisory Staff. In the event that any member or members of the Union are dissatisfied with the assignment delegated to them, they may follow the pertinent grievance procedures as outlined in this Contract. In the event a satisfactory adjustment is not arrived at, then, in that event, the aggrieved person must also continue to accept the assignment as allocated without further protest until the grievance procedures are completed.

13.7 Overtime Assignments

The following guidelines will normally apply when employees are assigned overtime by the Department:

Salt Trucks:	Assign from list of qualified operators lowest in overtime.
General Plowing:	Assign from list of qualified operators lowest in overtime.
Snow Removal:	Assign from list of qualified operators lowest in overtime.
Pushing Snow:	Assign from list of qualified operators lowest in overtime.
Sewer Calls:	Assign Sewer Crew Leader and two regular positions, then call low in overtime from sewer crew list.* *Sewer Crew: When there is overtime, the Sewer Crew (i.e. Foreman and two regular positions) has first opportunity to refuse. Then call in low in overtime from sewer crew list.
Mechanics:	Assign low Mechanic on overtime.
Cemeteries:	If work is required in a cemetery and the Cemetery Operator is not available, a qualified backhoe operator will be called into locate and dig the grave along with a laborer. If a backhoe operator can safely be used for the work, that qualified backhoe operator will operate it.

For all other overtime assignments: Assign from the list of qualified operators lowest in overtime. If none are available, assign from the Learner's list based on seniority. However, the Department retains the right and discretion to assign the most qualified Learner in situations where the Department deems that appropriate.

13.8 When overtime is assigned, reasonable effort will be made to assign the highest graded pieces of equipment first, recognizing that such may not always be possible. Once assigned to pieces of equipment on overtime, no bumping based on seniority will occur.

13.9 All employees who work 40 hours per week shall have the option to receive compensatory time in lieu of overtime pay at the rate of 1.5 hours for each hour worked over 40 hours. Compensatory time may be accumulated up to a maximum of twenty (20) hours and must be taken at a minimum of four (4) hours increments. Time used shall be at the employee's discretion with advance approval of the supervisor. In no case will a compensatory time request be granted if it results in more than one pollution control or one P&R employee being out at one time. In the case of the remaining PWD employees, compensatory time off will not be granted at any time that 15% or more of these members are scheduled to be off. All compensatory time must be taken within the same fiscal year in which it was accrued. Compensatory time not used at the end of the fiscal year will be paid at the employee's current rate. Accumulated Compensatory time existing as of the signing of this contract must be brought within the limits laid out in this paragraph within 60 calendar days or it will be paid. Employees must comply with City time-keeping requirements.

In Pollution Control, if the assigned call in employee is not available, call in work will be assigned to the least senior, qualified person, on a rotation basis.

13.10 In case a Pollution Control employee is called in for work outside the normal workday, he/she shall be allowed a minimum of four (4) hours pay; but if for any reason whatsoever, he/she is required to work more than two and three quarters hours straight time, then he/she will be paid at the rate of time and one-half for all hours worked. Employees, who are placed on call in Pollution Control, will be subject to disciplinary action if they are not available or do not respond to call-in requests.

ARTICLE XIV - CLOTHING AND SAFETY

14.1 The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees. The Public Works shall furnish rubber gloves for all work on sewer and rubbish and foul weather clothing when needed. Locker spaces will be provided by the City.

14.2 Employees shall not be required to work under conditions of immediate danger to safety and health. No employee shall be discharged or disciplined for refusing to work on a job which he/she has good reason to believe is immediately dangerous to life and limb. He/she shall immediately notify the immediate supervisor of such condition and the immediate danger. If the matter is not resolved by the immediate supervisor and employee, the immediate supervisor will contact the safety committee representative who shall assist in reviewing the matter.

14.3 The City will reimburse the cost up to $400 of approved work clothing including safety shoes and coveralls, with proof of purchase, once a year for all bargaining unit employees. Employees may choose to take the entire $400.00 in lump sum. The clothing allowance

balance may be carried over from year to year, but there will not be a payout to any employee in any one year of more than twice the amount allocated for any employee in any one year. All approved footwear and clothing must be worn at all times while the employee is in the employ of the City whether they use the footwear reimbursement or not. In the event that an employee does not wear the approved footwear while on the job except for classroom training, negotiations and the discretion of Management, they shall be subject to the disciplinary procedures of the contract except that the first warning shall start with a written warning and proceed according to the contract disciplinary procedures.

14.4 Reimbursement for clothing allowance including safety shoes will require that all receipts of purchase be submitted to the Department. Pollution Control will also continue to provide on site equipment to clean work-related clothing.

ARTICLE XV - PAID SICK LEAVE

15.1 The City will provide paid sick leave which will accumulate at the rate of one day per month to a maximum of 80 days.

Any covered employees having a higher rate of paid sick leave prior to 7/1/95 shall retain this higher rate of sick leave. Any employee utilizing City provided sick leave may be required by the Department Head at any time to produce a doctor's slip verifying in writing the illness of the employee which prevents he/she from working.

An employee shall not be entitled to paid sick leave if he/she is injured or becomes ill as a result of work for an employer other than the City.

15.2 In the event of the death of an employee during the time while he/she is still an active employee of the City, the entire amount of his/her accumulative sick leave will be paid to his/her designated beneficiary.

15.3 In no event shall any employee receive more than one hundred percent (100%) of his/her regular straight-time pay for illness or disability. Only one benefit can be applied at a time. The City shall permit the employee on sickness or disability leave to supplement up to 100% of their regular weekly wage, by using the balance of their sick leave and vacation leave.

15.4 PERSONAL LEAVE FOR PERFECT ATTENDANCE: Beginning July 1, 2003, regular full-time employees shall receive one personal leave day for each six month (non-overlapping) period during which they have perfect attendance. "Perfect attendance" shall mean no use of sick leave. Any such earned personal leave days must be taken prior to the expiration of the six calendar months subsequent to the six month period in which the personal leave day was earned or it will be lost. Such earned personal leave days may be taken when approved in advance by the Department Head. The use of such personal leave

days will not be charged to accumulated sick leave and such earned personal leave days will not count toward the maximum vacation accumulation.

15.5 SICK LEAVE FOR FAMILY PURPOSE: The granting of up to ½ day of sick leave with pay shall be authorized when there is illness, or an emergency situation, involving a member of the employee's immediate family, which requires the employee's attendance. Any additional time requested by the employee for immediate family emergency purposes must be authorized by the department head with concurrence by the City Manager as per the FAMILY MEDICAL LEAVE ACT OF 1993. Immediate family in this matter is to be any family members living in the employee's household.

15.6 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.

ARTICLE XVI - WORKING RULES DISCIPLINARY PROCEDURES

16.1 The 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 provisions of this Agreement.

16.2 It is agreed the City and/or Department Head has the right to discharge or discipline

employees for just cause. No employee shall be penalized, disciplined, suspended or discharged without just cause.

16.3 All disciplinary actions shall be applied in the following manner and consistent with the infraction for which disciplinary action is being applied.

16.4 All suspensions and discharges must be stated in writing with the reason stated and a copy given to the employee and the Union at the time of suspension or discharge or as soon thereafter as it is reasonably possible.

16.5 Disciplinary actions shall normally follow this order. However, disciplinary actions may be taken out of order, depending on the severity of the infraction.

(a) A verbal and/or written warning using the agreed upon form titled "Employee Warning Record";
(b) Suspension without pay;
(c) Discharge.

16.6 An employee may be suspended or discharged for just cause.

16.7 Typically the service record of an employee shall not be used for progressive discipline after the following time frame:

Verbal Warning - 18 mos.
Written Warning - 24 mos.
Suspension - 36 mos.

However, as indicated in Section 16.5, disciplinary action may be taken out of order and take into account the entire service record depending on the severity and totality of the circumstances of the infraction.

16.8 The use of City-owned equipment on private property and private use of such equipment is not permitted and such a violation is subject to discipline up to and including discharge. Management retains the right to authorize sign-out and return of small hand tools to departmental employees. This authorization will be at the discretion of the department head. This privilege is not to include vehicles, heavy equipment, or other pieces of equipment.

ARTICLE XVII - BEREAVEMENT LEAVE

17.1 In the event of death in the family of an employee who has been in the employ of the City for one (1) year or more, he/she shall be granted time off to attend funeral services as follows.

17.2 Bereavement leave of up to four (4) 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

17.3 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:

Employee's Grandmother	Mother In Law
Employee's Grandfather	Father In Law
Grandchildren	

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

Spouse's Grandparents	Stepmother
Stepfather	Stepbrother
Stepsister	Aunt/Uncle
Sister-in-law	Brother-in-law

In the case of the death of an above family member, except a spouse, who is a resident in the household of an employee, said employee shall be entitled to one (1) additional day of leave.

It is understood those work days that are part of the funeral leave must be regular straight time scheduled work days for the employee.

ARTICLE XVIII - MATERNITY LEAVE

18.1 In 1978, the United States Congress passed an Act which forbids discrimination based on pregnancy, childbirth, or related medical conditions. This maternity policy brings the City of Berlin into conformance with the Act and all Federal rules made under it. In general, the maternity policy follows the City's policy on disability leave.

(a) An employee on pregnancy related leave shall be accorded the same rights and benefits provided by other employees with long term or permanent disabilities. (This must be certified by a doctor's written analysis and the approximate duration of the leave must be stated.) This means the employee will be entitled to draw down the unused portion of accrued sick leave on a weekly basis. Any vacation

leave will not be paid concurrently with sick leave. As per City Policy, no employee on leave may draw in excess of 100% of their regular wages through any of the leave benefits of insurance policies provided by the City.

(b) Leave Available. The employee, in consultation with the Department Head or City Manager, will arrange for the use of maternity leave in the order given:

(1) Sick leave;
(2) Vacation leave;
(3) Leave of absence with City provided accident and sickness insurance benefits;
(4) Leave of absence without pay.

(c) Any employee on an approved leave will be entitled to continue insurance benefits so long as he/she is considered employed by the City.

(d) Length of Time to be Used. The expectant mother may use up to four (4) months of combined paid or unpaid leave of absence as authorized by the department head. Employee may start taking this at her seventh (7) month of pregnancy, but this is up to the employee's discretion. If employee does not return to work at the end of four months, employee will be thought to have resigned her employment with the City of Berlin. Final decision on leave of absence will be left up to the City Manager and may be subject to change at his discretion.

(e) Notification. The employee must notify the Department Head or City Manager no later than two (2) months before the expected delivery date of the employee's decision regarding when maternity leave will begin and what leave will be used. The employee must notify the Department Head or City Manager within two (2) weeks after the delivery date as to the employee's estimate of the length of time that they will remain at home. Any decision on an extension beyond the four (4) months for unpaid leave of absence will be left up to the discretion of the City Manager.

(f) The City will consider the position filled by the employee during the grant leave period, and, in accordance with the Federal Law, will evaluate the impact of maintaining this position for the employee on leave by distributing the work load and meeting the priority responsibilities of the department and the City. While it is the City's intent to have the employee return to his/her regular job, the final decision is subject to the work load evaluation. The employee will be required to present written medical approval indicating they are capable of returning to work and must notify the City in writing at least two weeks prior to the date that they anticipate returning to work.

ARTICLE XVIX - LEAVE FOR UNION BUSINESS

19. Union representation shall be entitled up to 6 days per year with pay for official union business, training, or seminars that directly benefit the local #1444 Union in Berlin. This time will be exclusive of contract negotiations.

The Union President or other union members will be entitled to utilize this time. In all departments, except Public Works, one member may be on union business at a time. Public Works may have two union members on union business at a time. Department heads must be informed in writing of all union leave. Union leave, other than that for Local #1444 business must be negotiated.

ARTICLE XX - LABOR REQUIREMENTS

20.1 In justice and fairness to the City and 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. It is so agreed that no Union work will be transacted during actual working hours except as provided for in the first step of the Grievance Procedure in Article XXI.

20.2 Truck drivers may be required to perform other work when conditions warrant it, at the discretion of the foreman.

ARTICLE XXI - GRIEVANCE PROCEDURE

21.1 A grievance is defined as a dispute or disagreement as to the interpretations or application of the specific terms and conditions of this Agreement.

The purpose of the grievance procedure shall be to settle between the City and the Union on as low a level as practical and as quickly as possible so as to insure efficiency and promote employees' morale.

Failure by the employee to submit the grievance in accordance with the time limits specified in each step shall constitute an abandonment of the grievance. Failure by the City to submit a reply within the specified time limits shall be treated the same as if the grievance had been denied and therefore may be appealed to the next step in accordance with the time limits provided herein. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties.

Employees may present individual or collective grievances to the Union who, as a representative of these employees, may present this grievance; but, if it is to be presented,

it must be done within three (3) working days from the time of its alleged occurrence or whenever an employee becomes aware of its existence, in the following manner:

(1) The aggrieved employee and shop steward shall discuss the grievance with the employee's immediate supervisor. The immediate supervisor shall give a verbal answer to the employee's grievance within the next twenty-four (24) hours of the supervisor's work schedule.

(2) If this is not satisfactory to the employee, an appeal may be taken to the Department Head by the aggrieved employee with the approval of the Union through its duly authorized representative, or agent, in writing, with an answer to be given within two working days. Said written grievance to be presented on a Grievance Form and said form shall provide clear identification of the grievant employee to include the employee's name, classification, date hired, work location by division and the name of his/her immediate supervisor. Said form shall be signed by the employee and the members of the Grievance Committee, members elected by the employees and/or representatives of the Union having the right to investigate all grievances.

Said Grievance Form shall provide adequate space so that a description of the grievance can be given, the specific section(s) of the contract alleged to be violated, the settlement desired, the signature and date of the employee, the signature of the Union representative, space for management's reply, the signature of the person representing management, the date, space for grievant to indicate whether or not said decision is or is not satisfactory to the grievant employee and space for said employee's signature and date to indicate same. The Grievance Form shall be prepared in two (2) copies with one going to the Union and one going to the City.

(3) If the reply and decision given by the Department Head is not satisfactory to the employee, an appeal may be taken to the City Manager by the aggrieved employee and the Union Grievance Committee on the required Grievance Form; and said City Manager after holding a hearing or hearings, shall give an answer within seven (7) working days.

(4) If the City Manager's decision is not satisfactory, the matter may be appealed to the American Arbitration Association or other mutually agreed upon third party within thirty (30) working days. Appeals shall be in writing with a copy of the application served simultaneously upon the other party. The American Arbitration Association shall interpret and apply this Agreement but they shall not have power of authority to add or subtract from this Agreement. Their decision shall be final and binding on both parties and all parties agree to abide by the Arbitrators award.

Each party shall bear the expense of its own representative(s) at the arbitration proceedings; and the expense of the arbitrators' services shall be borne by the party against whom the arbitrator rules. The Arbitrator shall be required to designate this party in his/her decision.

Grievance Committee members elected by the employees and/or representatives of the Union shall have the right to investigate all grievances.

The designated Union representative, along with the aggrieved party, will be allowed to transact the grievance procedure on City time. The supervisor has the right to limit such discussion to a reasonable period on the day of the grievance.

ARTICLE XXII - PAID HOLIDAYS

22.1 Employees shall not be required to work on New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day; but they shall receive eight (8) hours pay at their regular rate of pay. By mutual agreement between the Union and the Department, different holidays may be observed as long as only eleven (11) paid holidays are taken in one (1) year. If any of these holidays fall on Sunday, then the following Monday shall be considered the holiday. If any of these holidays fall on Saturday, then the preceding Friday shall be considered the holiday.

22.2 If it becomes necessary for an employee to work on the Fourth of July, Labor Day or Christmas Day, then, and in that event, he/she shall be paid time and one-half (1 1/2) for all hours worked on said three (3) holidays.

22.3 If it becomes necessary for an employee to work on Good Friday, Memorial Day, Columbus Day, Veteran's Day, Thanksgiving Day or New Year's Day, then, in that event, he/she shall be paid straight time for all hours worked during the normal workday and time and one-half for all hours worked outside the normal workday on the six (6) paid holidays.

22.4 All employees must work scheduled work days before and after holidays in order to be eligible for paid holidays, unless excused by the Department Head.

22.5 All paid hours on a holiday will be counted as hours worked for the purpose of determining the normal work week.

22.6 Effective as of the date this agreement is signed, employees of Public Works and Recreation and Parks are entitled to select two (2) Floating Holidays per twelve (12) month period based upon their anniversary date at their regular rate of pay. Each employee must schedule and give notice to management at least one (1) week in advance of the date selected for their Floating Holiday. No Floating Holiday may be carried into the next anniversary year and a maximum of three (3) Public Works employees and one (1) Recreation and Parks employee may take the same date as a Floating Holiday. Seniority shall be the determining factor for selection.

In lieu of the two (2) floating holidays mentioned above, employees at the Pollution

Control Plant shall receive the second four (4) hours of Xmas Eve Day and the second four (4) hours of New Years Eve Day as well as the full day of the Day after Thanksgiving as authorized holidays.

ARTICLE XXIII - VACATIONS

23.1 The City agrees that any employee who has worked continuously for the City shall be entitled to the following vacation schedule:

Length of Time Employed	Weeks Vacation Entitled
1 year or more	2 weeks
8 years or more	3 weeks
14 years or more	4 weeks
18 years or more	5 weeks
27 years or more	6 weeks

(All personnel who have accrued vacation leave in excess of six weeks will be grandfathered and capped at their current level.

Employees who are hired by the City after the date of this contract shall be entitled to the following vacation schedule:

Length of Time Employed	Weeks Vacation Entitled
1 year or more	1 week
5 years or more	2 weeks
10 years or more	3 weeks
18 years or more	4 weeks

23.2 It is agreed that no vacation time can be accumulated and carried to the following year; and, if vacations are not used by the anniversary date of each year, they will automatically be canceled henceforth. In the event that a paid holiday falls during vacation period, the City shall compensate the employee with an extra day. Employees must have worked 1,200 hours at straight time in order to qualify for full vacation. Under 1,200 hours, vacation will be prorated according to time worked; except, if an employee is laid off by the City up to 400 hours shall be allowed as working in determining the employee's eligibility for vacation. In computing the hours worked, accident and sickness time for the purpose shall be included. The City shall not be obligated for holiday pay to an employee who has rendered no service within sixty (60) days immediately prior to that holiday except in cases of sickness, disability and vacations.

23.3 In accordance with weekly quotas and the approval of the department head, employees

shall be entitled to select the first two (2) weeks of their vacation according to departmental seniority. After the senior employee has made his/her selection, the employees next in line of seniority shall then be given their choice to select two (2) weeks of their vacation, or one (1) week for those not entitled to two (2) weeks. Thereafter, employees with the most departmental seniority shall then be entitled to select the balance of their vacation time. In order to be eligible for the first two weeks of vacation, an employee must select his/her preference by March 31st of the calendar year. After this selection period all time would be selected on a first come, first serve basis. For all requests after March 31st, the Department will respond to a written request within one day.

Bargaining unit employees may take up to two weeks of vacation in individual days. Such individual vacation days must be scheduled in advance and may only be scheduled in the PW Department when there are no more than fifteen (15%) percent (round up if 0.5% or more; round down if less than 0.5%) of other PWD bargaining unit employees scheduled to be off, and in the PC Department when there is no other bargaining unit employee scheduled to be off. The Dept. Head in his/her discretion may waive this minimum in any particular case, but any such waiver shall not be considered any kind of precedent.

ARTICLE XXIV - SUPERVISOR SELECTION

24.1 The City reserves the right to select its general foreman and assistant foreman for the various departments on the basis of merit, All things equal with respect to supervisory abilities and skills and experience as determined by the City, City employees will be given preference.

ARTICLE XXV - PROTECTION OF PROPERTY AND EQUIPMENT

25.1 It shall be the responsibility of any employee having custody of any equipment and property to see to it that it is properly cared for, kept clean and returned to its place of storage.

ARTICLE XXVI - NO STRIKE OR LOCK-OUT

26.1 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 City.

26.2 The City, in return, agrees that there shall be no lock-out of employees by the City.

26.3 It is especially agreed by the parties hereto that nothing contained in this section or any part of this Agreement shall be construed or used in a manner to form the basis of an allegation or violation of this Agreement for the purpose of supporting any legal or court action unless and until the parties so alleging or complaining have notified the other party thereto of the existence 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 XXVII - WAGES

27.1 The City agrees to provide the following general wage increases in accordance with the Wage Schedules below to the covered employees.

SCHEDULE "A"
Public Works Rates Schedule
(Hourly Rate)

Grade	Duties	2% Rate eff. 7/1/2011	2% Rate eff. 7/1/2012
Laborer I	Labor	17.86	18.22
II	Auger, Paint Machine, Sidewalk Tractor, Sidewalk Roller, Compressor, 6-Wheel Truck, Curbing Chainsaw, Pavement Cutter, Hotpatch Pete	18.17	18.53
III	10-Wheel Truck, Vac-all, Garbage Packer, Street Sweeper, Recycling, Salt Truck, Sewer Jet, Snogo, Sewer Crew	18.42	18.79
IV	Dozer, Grader, Lowbed, Sewer Foreman, Backhoe, Large Excavator, Front End Loader, Heavy Equipment Operator, Cemetery Operator	18.79	19.16
V	Mechanics, Welder, Carpenter	20.25	20.65

SCHEDULE "B"
Recreation & Parks Department Rates Schedule
(Hourly Rate)

	2% Rate eff. 7/1/2011	2% Rate eff. 7/1/2012
Foreman	19.47	19.86
Operator	18.76	19.13
Laborer	17.75	18.10
PT Dist. Court Custodian	11.06	11.28

SCHEDULE "C"

Pollution Control Rates Schedule

(Hourly Rate)	2% Rate eff. 7/1/2011	2% Rate eff. 7/1/2012
Operator II	18.30	18.66
Operator I	19.40	19.79
Maintenance Operator	20.40	20.81
Part Time	14.94	15.24
Pager Rate	1.39	1.42

27.2 The City agrees to supply a weekly computation of accumulated earnings to each employee. Paychecks shall be made available at 12:00 noon on Thursday at the Department.

27.3 Longevity: A bargaining unit member who has completed seven (7) through fourteen (14) years of service as of July 1, shall receive, in addition to all other compensation, four hundred seventy five dollars ($475); upon completion of fifteen (15) through twenty-four (24) years of service, five hundred fifty dollars ($550); and upon completion of twenty-five (25) or more years of service, six hundred twenty five dollars ($625). Thus, after the twenty-fifth (25th) year, the longevity compensation would be $475+$75+$75=$625. Payment is made in a lump sum and once a year only during the month of July. Any bargaining unit member who becomes newly eligible for longevity or reaches a new level of longevity after July 1, will receive longevity or an increase in longevity effective the following July.

ARTICLE XXVIII - GROUP INSURANCE

28.1 The City will pay the entire premium for a group life insurance program with benefits not less than those now in effect. The amount of life insurance provided by the City shall be $15,000 per employee. The City shall provide group accident and sickness insurance coverage with a maximum weekly benefit of $350 per week.

28.2 The City and the Union agree that an employee may keep $7,500 of life insurance after retirement if the employee pays the difference in premium after the City's prepaid amount.

ARTICLE XXVIX - CITY HEALTH INSURANCE PLAN

29.1 It is agreed that the City of Berlin will pay health insurance premiums for full time employees as outlined below.

a. Effective with this contract, the City will provide the Primex Harvard Pilgrim HMO High $10, $1,000/$2,000 (1RW) $10/$30/$50 Retail and Mail health insurance plan coverage to eligible Local #1444 members or such other plan as is mutually agreed upon. It is understood and agreed that unit members will continue to have the same amounts deducted from their pay for health insurance as they were just prior to the effective date of this agreement and that the City is authorized to take the difference between such deduction and the amount that represents the employee's 20% premium share and put that difference into an HRA set up by the City which will be used by the City to cover the employees' $1,000/$2,000 deductibles in the above health plan. The City will be responsible for ensuring that the funds in the HRA are sufficient to cover 100% of the employees' $1,000/2,000 deductible over and above the amount contributed above by the employee from their payroll deduction. It is also recognized that as the employees' 20% premium share goes up from year to year with increasing premiums that the amount the employee contributes to the HRA will diminish in all likelihood to zero. 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 Primex Harvard Pilgrim HMO High $10, $1,000/$2,000 (1RW) $10/$30/$50 Retail and Mail health insurance plan premium or such other mutually agreed upon plan with the employee contributing 20% (except as specified above) through payroll deduction for the life of the contract The dollar amount of the premium co-pay paid in 2012-13 will remain locked until renegotiated.

b. 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 of $4,927.00 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.

29.2 Active employees covered by this agreement who retire after July 1, 1986, may, at their own cost, remain as converted participants in the City's health insurance program. Those employees who elect to participate in the City's health insurance plan may continue to participate in accordance with Federal Law and the following conditions:

1. A retiree's spouse or other family member does not provide a health insurance program which would cover the retiree. If coverage is available to the retiree through the spouse or another family member, said retiree must elect to take that coverage and drop the City's Plan

2. That participation will continue to age 65 or when the employee/retiree is eligible

for Medicare.

3. Should Federal Legislation require changes to this plan as offered, then management and labor would sit down and review.

ARTICLE XXX - SEPARATION FROM EMPLOYMENT

Employees who leave the service of the City for any reason listed below shall receive all pay which may be due them with the following stipulations:

A. Resignation: All unused vacation leave accrued and said employee leaving the service of the City is in good standing, may be eligible for severance pay under a voluntary resignation provided the employee gave at least two weeks notice of intent to leave to the department head in writing in accordance with the following schedule:

Full Years of Service Completed	Sick Leave Days on Record
10-14 Years	30%
15-19 Years	50%
20-24 Years	70%
25 and Over	90%
	(Not to exceed retirement levels)

B. Termination: All unused-accrued vacation leave will be paid to the employee. No sick leave will be paid subject to the decision of the City Manager who shall make the final determination on a case by case basis.

C. Retirement: All unused-accrued vacation leave, plus up to 71 days of sick leave on record, shall be paid to any employee who retires from the City's employ and has applied for and received authorization for retirement benefits through any of the City's retirement plans.

ARTICLE XXXI - EARLY RETIREMENT PLAN

31.1 The City will make a special early retirement program available to its employees. A participating employee will receive, in addition to all accrued retirement benefits, fully-paid health insurance, subject to the same employee participation in premium increases under Article 29.1, with benefits not less than those now in effect from the early retirement age of sixty-two (62) until he/she reaches age sixty-five (65), plus one hundred percent (100%) of sick pay accrued at time of the early retirement and all accrued vacation pay.

31.2 In order to participate, an employee must take a non-disability retirement within thirty (30) days following his/her sixty-second birthday. If any unavoidable delays in receipt of retirement benefits occur, the employee may continue to work until payments begin or until his sixty-sixth birthday shall be reached.

31.3 Mandatory retirement will be according to federal law.

ARTICLE XXXII - SAFETY AND HEALTH STANDARDS

32.1 It is agreed by the parties hereto that management and the Union shall cooperate fully on the institution of safety and health standards in accordance with the rules, regulations and time stipulations, as funds are provided, when such standards are established by state law and are made applicable to municipal employees of the classes of employment covered by this Agreement.

32.2 The City and Union agree to maintain the Pollution Control facility in a clean and sanitary condition with the understanding that allowance must be made for the nature of the work performed therein.

32.3 An operational washer and dryer will be provided by the City at the Pollution Control building in response to cleanliness consideration resulting from the specific work executed at the work site.

ARTICLE XXXIII - INTER-DEPARTMENTAL TRANSFERS

33.1 Any vacancy being filled in a department covered by this Contract shall be posted in the other departments. The Department Head and City Manager shall consider requests for inter- departmental transfers, providing always that the individual requesting such transfer shall meet all the hiring requirements set by the City. This shall in no way interfere with the provisions for promotions within a department.

ARTICLE XXXIV - SANITATION AND CLEANLINESS OF THE WORK AREA

34.1 The City and the employees agree to maintain all work sites, City property and City equipment in a clean and sanitary condition with the understanding that allowance must be made for the nature of the work performed therein.

ARTICLE XXXV - CROSS-TRADING

35.1 The Union agrees to permit cross-trading among skilled tradesmen within the Department of Public Works Garage.

ARTICLE XXXVI - APPRENTICE'S APTITUDE TEST

36.1 An employee wishing to enter into a tradesman category will take an apprentice's aptitude test to determine his/her ability to learn the skills involved in the trade. The first opportunity to take the apprentice's aptitude test will be offered according to seniority within the non-tradesmen classifications.

36.2 The City will reimburse the license fees for existing licenses and certifications required by the State and City for bargaining unit members, except that in the case of driver's licenses, the City will reimburse for the CDL portion of the license renewal only. Additional continuing education credits will be paid for by the City only when courses are directly related to the specific job requirements of the position. All educational expenditures or reimbursements will require prior authorization from the Department. An employee receiving any benefit referred to in this paragraph hereby agrees that if such employee leaves the employment of the City within one (1) year of payment by the City for such benefit, that the City is hereby authorized to deduct such payment amount from any final pay check due such employee.

ARTICLE XXXVII - MISCELLANEOUS

37.1 Following signature of this agreement, a pocket sized copy will be printed and distributed to each union member.

37.2 The City agrees to work with the Union and upon employee authorization will make weekly payroll deductions and remit said deductions to the Union's insurance carrier on a monthly basis.

37.3 Supervision of workfare assignees shall be by Managements' personnel or by contractual understanding. (A plus rate of $.32 per hour will be paid to any bargaining unit member or per contract; excluding foreman, who is assigned to supervise more than two workfare assignees.)

- The City will make a reasonable effort to place workfare assignees in all City

Departments as well as those departments covered by Local 1444.

- The City agrees not to assign any workfare assignees to operate any power tools, except as needed to accomplish work listed below, any City vehicles or any light or heavy equipment.

- The following departments covered by Local 1444 offer this list of assignments for workfare assignees.

PUBLIC WORKS DEPARTMENT*

a) Sweeping and cleaning garage floors;
b) Clean offices, lunchroom, and bathrooms at the garage;
c) Wash windows, walls, and doors;
d) Roadside cleaning near dump sites or city routes and streets;
e) Cleaning city owned property: parking lots, driveways, etc.
f) Washing city vehicles;
g) Shovel snow around the garage;
h) Painting (no highway striping nor equipment painting);
i) Assist tradesmen upon their own request.

RECREATION & PARKS DEPARTMENT*

a) Clean-up at all City parks;
b) Raking grass after lawn mowing;
d) Assist bargaining unit members upon their own request.

* There shall be no retribution from City Management or bargaining unit members for the requested use of workfare assignees.

37.4 Should it be filled on a full-time basis, the terms and conditions expressed in this agreement shall apply to the City Hall Custodian.

ARTICLE XXXVIII - ENTIRE AGREEMENT IN WRITING

38.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE XXXVIX - NO WAIVER OF PERFORMANCE

39.1 The failure of the City or the Union to insist on any one or more incidents, upon

performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the rights of the City or the Union to future performance of any such terms or conditions; and the obligations of the City and the Union to such future performance shall continue in full force and effect.

ARTICLE XL - DURATION & SIGNATURES

40.1 This Agreement shall become effective on July 1, 2011 and 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 period by notice in writing by one party served (30) days in advance of termination upon the other party.

Signed this 22nd day of June, 2011.

FOR THE CITY OF BERLIN

CITY MANAGER

FOR THE UNION

PRESIDENT, LOCAL #1444

LOCAL #1444 REPRESENTATIVE

LOCAL #1444 STAFF REPRESENTATIVE

EXHIBIT A - WAIVER FORM

FOR EQUIPMENT CLASSIFICATION

CITY OF BERLIN

UNION WAIVER FORM

DEPARTMENT:

Public Works
Recreation
Pollution _____Date

On this date _____, I hereby notify you that I am waiving my interest in any opportunity I may have to promote according to my seniority, in the following job, position, or equipment within this department. In waiving my right for promotion, I understand that other less senior personnel may be called in for overtime ahead of me for this specific job, position, or equipment.

In so waiving my right to promotion in the above, I understand and represent that this does not constitute a refusal on my part to perform all work and duties assigned in accordance with the collective bargaining agreement. I also understand and accept that overtime assignments may be made as a condition of employment.

SIGNED:

_____EMPLOYEE

WITNESS: _____

MANAGEMENT REPRESENTATIVE:_____

UNION REPRESENTATIVE: _____