AGREEMENT

BETWEEN

BERLIN BOARD OF EDUCATION

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL 93, LOCAL 1444

JULY 1, 2006 to JUNE 30, 2011

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AGREEMENT BETWEEN BERLIN BOARD OF EDUCATION AND AFSCME LOCAL 1444

AGREEMENT GOVERNING TERMS OF EMPLOYMENT FOR CUSTODIANS AND BUS DRIVERS BETWEEN THE BOARD OF EDUCATION OF THE CITY OF BERLIN, NEW HAMPSHIRE AND LOCAL NO. 1444, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES.

PART I - JOB SECURITY

GENERAL

1.1 The Board of Education of the City of Berlin, New Hampshire, hereinafter referred to as "The Board" and Local No. 1444 of the American Federation of State, County and Municipal Employees, hereinafter referred to as "The Union", in order to increase general efficiency in the operation of the school system, to promote and maintain existing harmonious relationships and to promote the morale, equal rights, well being and security of said employees, hereby agree as follows:

RECOGNITION

1.2 The Board recognizes that the Union is the sole and exclusive representative of all school custodians who are engaged in the performance of custodial services in the public schools; and all bus drivers, for the purpose of bargaining with respect to wages, hours of labor and working conditions.

UNION SHOP

1.3 Whenever re-employments are made or the Board hires new employees as custodians or bus drivers, they shall become upon completion of their probationary period, members of Local No. 1444, American Federation of State, County and Municipal Employees.

CHECK-OFF Re: Union Dues

1.4 Upon an individually written authorization by an employee, and approved by the Union President, the Board agrees to deduct for each employee so authorizing, the sum of the union dues assignment and make remittance thereof to the Union Local monthly.

WORK GUARANTEE

1.5 There shall be a guarantee of twelve months work per year providing funds are available.

DEFINITIONS

1.6 Full-time employee - An employee of the Board who works or is scheduled to work 52 weeks per year, 40 hours or more per week, including vacation time.

1.7 Part Time employee - An employee of the Board who is scheduled to work less than 52 weeks per year or less than 40 hours per week, including vacation time.

1.8 Temporary Employee - An employee of the Board who has not completed his/her probationary period.

1.9 Down time is while the bus driver is responsible for the bus and/or is assigned to stay with the bus. The rate for down time shall be $ 8.00 per hour in year one of the contract. In years two through five of this contract, the down time rate shall increase the same percentage as other wages in those years. See Article 7.1. The rate in year five shall remain in effect until renegotiated.

1.10 Days: Unless noted otherwise, "days" indicates calendar days.

PART II - VACANCY

VACANCY - JOB POSTING WITHIN SCHOOL DEPARTMENT

2.1 A job posting shall be posted within 30 days in the School Department when:

a. A vacancy occurs in a full-time or part-time position and provided that funds are available. If funds are not available for the job, written notification will be given to the union secretary within thirty (30) working days after the vacancy occurs.

b. A new position is created in a new or existing job classification and/or the location of a previously bid position is changed.

c. In the event that the District creates or eliminates one or more positions affected employee(s) shall be allowed to exercise seniority to bump down to any position held by junior employee(s). This shall be known as "The Bumping Procedure". Note: The bumped employee(s) also affected by the elimination, shall be allowed to bump down (seniority permitting).

d. If significant changes in job duties are proposed, the District agrees to meet with the union to discuss said changes to determine the necessity of job postings.

e. An employee has been out of work for at least one year from the first day of their injury or illness, and there is no immediate return forthcoming. If the

employee is unable to return to work before their insurance benefits have ended, then the awarded positions shall remain in effect. If the employee returns to work prior to their insurance benefits ceasing with the district, then they shall return to their original position and the bumping procedure will be reversed in the manner in which they moved for the placement of all affected employees.

2.1.1 In the instance of planned or known vacancies i.e. retirement, the Board has the option of posting the upcoming vacancy prior to its occurrence to determine interest and availability of qualified candidates. In such instance, the job will not be filled within the time restrictions indicated in section 2.2 until the actual vacancy occurs.

VACANCY - TIME RESTRICTION

2.2 The job posting shall be posted for 10 working days and shall be filled within fifteen (15) working days from the closing date of the posting provided a qualified candidate has been found. The posting shall specify the job duties and the qualifications for the job, including education, experience, and other requirements. The Superintendent of Schools shall determine job duties and qualifications.

VACANCY - EMPLOYEE SELECTION FROM SCHOOL DEPARTMENT BIDDERS

2.3 Employees who wish to be considered for a posted job opening must file a written bid and such bid must be received by the Superintendent of Schools, or his designee, within twenty-four (24) hours after the posting closes on the appropriate form supplied by the School District. The form will be in three (3) parts:

The original to the Superintendent of Schools, or his designee, the second to the Union Secretary, and the third to the bidder.

Employees and the Union will be notified in writing within ten (10) working days of the disposition of the posting.

2.4 Qualifications of bidders shall be determined by the Superintendent of Schools with the advice and consent of the Board, and such determination shall be final.

2.5 Where qualifications of bidders are equal, the Superintendent shall select the employee with the greatest departmental seniority (custodians and bus drivers being two separate departments for the purpose of seniority).

2.6 Employees, other than full-time employees of the school department, may bid on posted jobs. They will be considered for selection if:

a. There is no bid from full-time permanent employees of the school department, or

b. The Superintendent of Schools determines that none of the full-time permanent employees of the school department who bid are qualified, and the provision of 2.1 and 2.2 will apply.

VACANCY - FOREMAN AND LEAD CUSTODIAN

2.7 The Board reserves the right to assign permanent employees to job foreman or lead custodian positions in accordance with qualifications and seniority.

VACANCY - PROCEDURE WHILE SELECTION IS BEING MADE

2.8 While selection is being made, the Superintendent may temporarily fill the position in any way he finds appropriate with school department employees who are members of Local 1444 provided the following conditions are met:

a. Employees who wish to be qualified must take and perform satisfactorily on a custodial test given by the School Department.
b. No overtime becomes necessary.
c. Employees seeking the work agree to accept the work for the length of time requested.

VACANCY - SENIORITY APPLICATION FOR 2.8

2.9 Seniority will be a determining factor in selecting from those meeting the conditions above.

VACANCY - OTHER SELECTION PROCEDURE

2.10 If no school department employee, who is a member of Local 1444, meets or accepts the conditions above, the Superintendent may fill the position any way he finds appropriate.

VACANCY - WORK NORMALLY PERFORMED WHEN EMPLOYEE IS ABSENT

2.11 When an employee other than the custodial foreman is absent for any reason, if the employee is to be replaced, the first working day of absence shall be filled by the available employee on the opposite shift lowest in overtime. If the custodial foreman is absent for any reason, and if he is to be replaced, the custodian having the most departmental seniority shall replace him/her and receive the foreman rate of pay during the replacement period. If the custodial foreman is absent for more than five consecutive days, then the foreman must be replaced beginning the second week.

Any consecutive day(s) thereafter, on a day shift shall be filled by the most senior night employee desiring to fill the day position.

Vacancy in a night position as described above shall be offered to most senior day shift personnel prior to filling with a part-time employee or outside personnel. Conditions in a, b, and c of section 2.8 must be met.

VACANCY - PROBATIONARY PERIOD FOR EMPLOYEE SELECTED FROM WITHIN SCHOOL DEPARTMENT

2.12 The probationary period is ninety working (90) days. During the probationary period, the Superintendent of Schools shall have the right to return the selected bidder to his/her former position, provided such former position still exists, if he determines the selected bidder to be not adequately qualified for the position.

VACANCY - PROBATIONARY PERIOD FOR EMPLOYEE SELECTED OUTSIDE OF SCHOOL DEPARTMENT

2.13 If the vacancy is not filled by the selection of a bidder from within the School Department, the following procedure will apply. Public notice of the vacancy will be given and, simultaneously, notice of the vacancy will be given to all departments other than the school department, who are represented by Local 1444. Selection will not be made until ten (10) days have elapsed from the date of such notice. Saturdays, Sundays, and holidays will not be counted in determining the ten (10) day period. In no case shall the selection process exceed 30 calendar days. However, if the vacancy is created due to a transfer to another City department, the position will not be posted for 30 days to cover the potential of the employee returning to his/her original position.

All interdepartmental transfers shall serve a thirty- (30) day probation period, and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. Once these employees have successfully completed said probationary period, they shall be known as regular employees and the probationary period shall be considered part of the seniority time. All interdepartmental probationary employees shall receive pay according to the schedule in Section 7.1. However, if an employee who has already worked his/her probation period transfers to a permanent position, they will be hired at full rate effective day one of his/her thirty-day probation period.

VACANCY - PROBATIONARY PERIOD - NEW EMPLOYEES

2.14 New employees shall serve a probationary period of ninety (90) working days and shall have no seniority rights during this period, but shall be subject to all other clauses of this agreement. All employees who have worked ninety (90) days shall be known as permanent and the probationary period shall be counted in determining total seniority.

VACANCY - HIGHER RATE ASSIGNMENT

2.15 Employees assigned to higher rated jobs shall receive the higher rate of pay while occupying such position. This does not apply to learners.

VACANCY - LOWER RATE ASSIGNMENT

2.16 Employees temporarily assigned to lower rated jobs at a time when there is work available for them on their regular jobs shall retain their regular rate of pay. Otherwise, they shall be paid the rate of the job to which they are assigned. This clause shall not be used for disciplinary purposes.

PART III - SENIORITY & LONGEVITY

SENIORITY - DEPARTMENTAL - CUSTODIANS AND BUS DRIVERS

3.1 For the purpose of seniority only, the custodians and bus drivers shall be known as two (2) separate departments. Seniority starts when an employee enters the department. An employee who moves from one department to another, shall maintain his/her hiring date for sick leave, vacation, and longevity purposes only. See also Longevity 3.7.

The parties hereby agree that sections 3.1 and 3.7 of the collective bargaining agreement are interpreted to mean that when an employee transfers from one department to another (and has a change in status from part-time to full-time) sick and vacation time and years of service for accrual rate of sick and vacation time shall be converted on a pro-rated basis. The employee's actual date of hire shall not change.

EXAMPLE:

A bus driver with fifteen- (15) years' seniority as a bus driver is awarded a bid in the custodial department. The seniority starts from that day in that department. He/she has the least seniority in that department.

In the event of a lay-off in that department, the last employee hired in that department would be laid off first.

SENIORITY - LISTS

3.2 The School Department shall establish two (2) seniority lists, one (1) for custodians and one (1) for bus drivers. These seniority lists shall be brought up to date on January 1st of each year. A copy of the seniority lists shall be posted in the School Department and one (1) copy of each list shall be sent to the Secretary of Local 1444. Any objection to the seniority lists as made shall be reported within ten (10) days.

SENIORITY - LAY-OFF

3.3 Employees with the least seniority shall be laid off first. Permanent employees who have been laid off shall be re-employed in the order of their earned seniority and no new employees shall be hired until all laid off employees have been given an opportunity to return to work. Employees recalled to work must return to work within twenty-one (21)

calendar days of receipt of a certified letter sent to their address of record or forfeit all recall rights and seniority.

The parties agree to establish a maximum period of recall rights to be no more than three (3) years from the date of lay-off.

SENIORITY - LAY-OFF NOTICE

3.4 A fourteen (14) day notice, by certified mail letter, shall be sent to any employee being laid off.

LONGEVITY - COMMENCEMENT AND CONTINUATION

3.5 An employee's longevity shall commence with the hiring date and continue so long as he/she is employed by the District.

LONGEVITY - NONFORFEITURE

3.6 An employee shall not forfeit longevity during absence caused by the following:

a. Illness resulting in total temporary disability due to his/her regular work with the District, certified to by affidavits from worker's compensation carrier.

b. Illness not the result of his/her own misconduct resulting in total temporary disability, certified to by a physician's affidavit.

c. While on active duty with the Armed Forces, unless he/she re-enlists.

Items a, b, c above will represent leave without pay.

For items a and b, the maximum period is six (6) months, and the school District shall have the right to obtain a separate medical opinion, the cost to be borne by the School District.

For item c, the maximum period is two (2) years, except that the maximum period in case the employee is conscripted (drafted) will be determined by prevailing law. Also, employee must have received an honorable discharge; he/she must still be qualified to do the job; and he/she must apply for re-employment within ninety (90) days after his/her discharge from the Armed Forces.

LONGEVITY - MAINTENANCE BETWEEN DEPARTMENT TRANSFERS

3.7 An employee who moves from one department to another shall maintain his/her hiring date for sick leave, vacation, and longevity purposes only. See also Seniority 3.1.

The parties herby agree that sections 3.1 and 3.7 of the collective bargaining agreement are interpreted to mean that when an employee transfers from one department to another (and has a change in status from part-time to full-time) sick and vacation time and years of service for accrual rate of sick and vacation time shall be converted on a pro-rated basis. The employee's actual date of hire shall not change.

PART IV - WORK WEEK

WORK WEEK

4.1 The custodian's work week shall commence at 6:00 a.m. Monday morning and continue through to 11:00 p.m. Friday evening for a total of forty (40) hours. The work day shall commence at 6:00 a.m. and continue through 6:00 a.m. the following morning. The Foreman's work week shall commence at 6:00 a.m. Monday morning and continue through to 3:00 p.m. Friday afternoon for a total of forty (40) hours. The work day shall commence at 6:00 a.m. and continue through to 6:00 a.m. the following morning.

WORK DAY

4.2 A normal work day for the day shift shall consist of eight (8) work hours exclusive of one (1) hour lunch period. A normal work day for the second and third shifts shall consist of eight- (8) working hours including a twenty (20) minute lunch period. The normal work week shall commence at the hours outlined above. The Board reserves the right to name other working hours to suit specific jobs.

OVERTIME - CUSTODIANS

4.3 Overtime is defined as hours worked over the scheduled 40-hour work week. Employees who do not work 40 hours in a week and are scheduled to work weekend overtime, may remain scheduled, but will be paid at straight time for Saturday until the employee has worked more than 40 hours in that week or over eight hours in a day. Holidays will be counted as part of the 40 hours worked. Work performed on Sunday is paid at time and one-half regardless of the number of hours worked in that week. There shall be no duplication of overtime. When an employee is assigned to work another shift, all overtime shall be calculated at time and one-half of the rate in which the assignment occurs.

OVERTIME - BUS DRIVERS

4.4 Bus drivers will be paid time and one-half their regular rate of pay, for driving time, after forty (40) hours worked within a regular work week. Holidays and down time will be counted as part of the 40 hours worked. Extra time is calculated at straight time until the driver has worked 40 hours.

OVERTIME - EMERGENCY WORK CALL IN

4.5 In case an employee is called in for emergency work, the employee shall be allowed a minimum of four (4) hours pay, but if for any reason whatsoever the employee is required to work more than two and three-quarter (2 3/4) hours straight time, in that event the employee will be paid at the regular rate of time and one-half for all hours worked.

OVERTIME - CUSTODIANS - DISTRIBUTION BETWEEN EMPLOYEES

4.6 All overtime work shall be distributed equally among eligible employees, as far as possible. Overtime shall be assigned on a weekly basis as soon as it becomes known, whenever possible.

OVERTIME - BUS DRIVERS - DISTRIBUTION BETWEEN EMPLOYEES

4.7 All out-of-town trips are to be assigned by the school administration. It is agreed that the school administration will make an effort to distribute equitably overtime hours among all employees. Qualification of an employee to make any trip will be determined by the school administration.

OVERTIME - REFUSAL THEREOF

4.8 If an insufficient number of employees agree to work assigned overtime, the employee lowest in seniority will be required to work. The School Department shall make a serious effort to find employees to replace those employees who have worked mandatory overtime if so requested by said employees. If an employee does not accept any assignment, the time will be charged against him/her.

All hours worked or refused will be used in updating accumulated overtime hours. When an employee on the overtime list is unable to work overtime for any reason (including but not limited to sickness or injury), he/she will be charged with a refusal for all overtime hours he/she would have been entitled to work had he/she been absent or on a limited duty status. Bargaining unit members on bereavement leave as defined in Section 5.2 or on vacation will not be charged for refusal of overtime. No other exceptions are allowed.

Overtime assigned on the first day of an employee's absence will be filled according to the following steps.

1. All overtime will be offered to employees lowest in overtime on the opposite shift (see Article 2.11).
2. All employees when asked by the custodial foreman to work an overtime will have an option to take the entire eight hour shift or take one of the four-hour split shift overtimes available. (Policy May 2002)
3. If an employee accepts only a four-hour split shift, then the foreman will continue down the overtime list until he can find a custodian to take the remaining four-hour

shift.

4. If there are no custodians that accept the remaining four-hour shift, then the foreman will force the most junior man on that shift to work the remaining hours (see Article 4.8).

BUS DRIVER ASSIGNMENTS

4.9 In the event that no full-time or part-time bus driver wishes a busing assignment, then it shall be assigned to other employees within the department before others are asked.

PART V - LEAVES

PAY - WORK DAY

5.1 In all cases under this section, employees will be paid for their scheduled work day.

PRIVILEGED ABSENCE

5.2 Permanent full-time employees and permanent part-time employees, who have been in the employ of the school district for one (1) year or more, will be entitled to the following paid time off in the event of a death, as outlined below, while attending funeral services which shall not be deducted from sick leave.

Up to three (3) days per occurrence while attending funeral services for immediate family. Immediate family is defined for this section to be: parent, wife, husband, son, daughter, brother, sister, half-brother, half-sister, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, step-parent, step-brother, step-sister, and step child.

5.3 Employees not expecting to work because of illness must notify their respective supervisor one (1) hour before time of reporting for work and obtaining his/her permission for leave. If there is to be a change in the designated "respective supervisor", the Superintendent of Schools, or his designee, will so notify the shop steward at least five (5) working days in advance of any such change.

SICK LEAVE - ACCUMULATION

5.4 Bargaining unit employees will accumulate sick leave at the rate of one (1) day per month including holidays, paid sick days, vacation days, and other approved absences. Effective July 1, 1987, sick leave may be accumulated to a maximum of 115 days. Any bargaining unit member who upon signing of this agreement had over 115 days as of July 1, 1987 shall not lose their current accumulation.

SICK LEAVE - USE OF

5.5 Sick leave may be used for the following reasons:

Employee illness
Personal emergencies
Death of close relatives

Such leave shall be granted upon application, in writing, before or within a reasonable time after the absence depending on the circumstances of such cases. Leaves for personal emergencies will be arranged with the Superintendent of Schools.

SICK LEAVE – CATASTROPHIC SICK LEAVE BANK

5.6 A mandatory sick leave bank will be established for the benefit of those bargaining unit members whose accumulated sick leave for illness becomes exhausted. Each participating employee will contribute two sick leave days upon his or her initial enrollment and each year thereafter until the balance in the sick bank is at or above 180 days. From that time forward, no further contributions will be necessary for participating members unless the balance of the sick bank falls below 50 days. When the bank falls one day below this minimum, enrolled employees shall donate one additional day. Days will be deducted as of July 1 of each year and any year forward when further donations are required. Bargaining unit members are to enroll in the sick bank on July 1st after their first year of employment.

Participating employees may be eligible to receive up to fifty days from the bank during their period of employment with the Berlin Public Schools. Utilization of these days will provide salary and Board provided insurance benefits at the employee's regular rate of pay.

In order to utilize the sick bank, the participating employee must submit the following to the Superintendent of Schools:

1. A written statement requesting authorization to draw from the sick leave bank including the date this action would commence.
2. A doctor's statement indicating the nature of the illness.
3. A doctor's statement indicating the current status of the illness must be provided at each twenty-five day interval (if more than 25 days are granted).

The participating employee must have fulfilled the following:

1. Exhausted available sick leave.
2. Have been ill for five consecutive days.

The Superintendent and bargaining unit representation (no less than two bargaining unit members) will review requests. The Superintendent shall approve or disapprove the request within five working days. The decision of the Superintendent is final and not

subject to the grievance procedure.

SICK LEAVE - PAYMENT UPON TERMINATION OF EMPLOYMENT

5.7 Employees will be paid for unused sick leave up to a maximum of sixty (60) days for the following:

1. Upon his/her death, to his/her estate.

2. Should he/she leave his/her job after five (5) years of service with the school department.

3. Upon his/her retirement after five (5) years of service with the school department.

For employees hired after July 1, 1984, payment for up to sixty (60) days of unused sick leave would be made after fifteen (15) years of service with the school department up to a maximum payment of $ 5,000.

PAID HOLIDAYS

5.8 Full-time employees shall be paid for twelve (12) holidays: New Year's Day, Civil Rights Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day.

5.9 All other employees shall be paid for eleven (11) holidays: New Year's Day, Civil Rights Day, Presidents Day, Memorial Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, Columbus Day.

PAID HOLIDAYS - EMERGENCY WORK - COMPENSATION

5.10 Employees shall not be required to work on the days listed above. If an emergency makes it necessary for an employee to work on the days listed above, he/she shall be paid double time for all hours worked on said holidays.

PAID HOLIDAY - QUALIFICATIONS FOR COMPENSATION

5.11 For an employee to qualify for pay for these unworked holidays, the employee must have worked or been on an approved paid leave status for his/her last scheduled day before the holiday is observed and his/her first scheduled work day after the holiday is observed if any such days are scheduled for him/her. Workers' compensation payments are considered paid leave.

In the event of an emergency on a holiday, if an insufficient number of employees agree to work, the employee with the least seniority will be required to work for the duration of the emergency. If an employee does refuse to work his/her turn, the time will be charged against him/her.

In May of each year, the administration will post a listing indicating when the holidays will be observed for the following fiscal year (July 1 to June 30).

VACATIONS - FULL-TIME EMPLOYEES

5.12 Full-time employees of the school department covered by this contract will earn paid vacations according to the following schedule:

YEARS OF SERVICE	VACATION EARNED PER YEAR
Over 1 to 3	1 week
Over 3 to 7	2 weeks
Over 7 to 12	3 weeks
Over 12 to 18	4 weeks
Over 18 to 28	5 weeks
Over 28 years	6 weeks

Vacation may be taken only in the year after it is earned. Vacation will be taken on a fiscal year basis (July 1 to June 30). Vacation will be pro-rated during an employee's first year of eligibility for those employees who are hired at times other than the beginning of the fiscal year.

VACATION - PRORATION

5.13 Employees who leave the employ of the School Department before completing a year of employment are not eligible for a paid vacation. Employees who have completed one (1) year or more of service and leave the employ of the School Department are entitled to vacation pay equal to 1/12 of the earned rate for each month of work completed in that fiscal year (July 1 to June 30) or any portion of a month completed.

VACATION - ACCUMULATED TIME

5.14 Vacation time may not be accumulated or carried over to the following year. If vacations are not taken by the end of the fiscal year after it is earned, it is automatically canceled.

Upon written application to the Superintendent of Schools, each bargaining-unit member may take ten (10) vacation days while school is in session; the days may be consecutive. These days will be chosen by seniority with only one bargaining-unit member out at a time. The district may fill the position in any manner that is "appropriate" (provided

the senior night person is offered the day shift and the temp fills the night shift). The bargaining-unit member must give the administration advance notice of taking this vacation time. The Superintendent may approve other times at his discretion.

In the event that a holiday occurs during a bargaining-unit member's vacation week resulting in utilization of less than five vacation days, the remaining day(s) must be taken when school is not in session.

If an employee who is a member of Local 1444 is out due to illness or disability and has used all available sick leave, it is agreed that for a period of up to 120 calendar days after the utilization of all available sick leave, that individual will continue accruing vacation days. At the end of this 120 day period, that individual will no longer accrue vacation days except by working.

VACATION - LIMIT OF EMPLOYEES ON LEAVE

5.15 The School Department reserves the right to limit the number of employees who may be on vacation at any one time and establish procedures for selecting vacations.

It will be necessary to get a signed agreement on each employee's vacation status.

A vacation list will be available on January 1st of each year.

The Board requires that all regular scheduled custodians be in their respective buildings to assist the staff in preparations for the opening of school during the last week of the summer vacation.

VACATION - ACCUMULATION ALL OTHER EMPLOYEES

5.16 All other employees shall receive vacation according to the schedule listed in Section 5.12. Vacation time paid shall be the normally scheduled work week for all employees in this category.

LEAVE - UNION BUSINESS

5.17 The Union President or his/her representative shall be entitled to three (3) days per year with pay for official union business, exclusive of negotiations.

PART VI - GRIEVANCES AND WORK RULES

GRIEVANCE - DEFINITION

6.1 A grievance, for the purpose of this agreement, is a complaint against the employer, by an employee or employees, with respect to the meaning and/or application of a provision

or provisions of this agreement.

GRIEVANCE - FILING TIME LIMITATION

6.2 A grievance must be filed within five (5) working days of its occurrence or when the employee, by reasonable diligence, should have known of its occurrence.

GRIEVANCE - PROCEDURES

6.3 Grievances shall be processed in the following manner:

a. The aggrieved employee shall verbally notify his/her immediate supervisor (Superintendent of Schools, or his designee) of his/her complaint. A decision to be rendered in three (3) working days.

b. If the aggrieved is not satisfied with the decision by the immediate supervisor (Superintendent of Schools, or his designee), he/she may appeal the decision, in writing, to the Superintendent within four (4) working days and the Superintendent has four (4) working days to render his decision. This step shall be in writing and all subsequent steps shall also be in writing.

c. If the aggrieved is not satisfied with the decision by the Superintendent, he/she may appeal the decision, in writing, to the Board within four (4) working days. The Board shall have ten (10) working days to render a decision.

d. An unfavorable decision by the Board may be appealed to the American Arbitration Association within ten (10) working days. The decision of the American Arbitration Association shall be final and binding and the cost of the arbitrator shall be borne by the losing party. The arbitrator shall be required to declare the losing party. All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred.

e. Each party shall bear the expense of its own representatives at each step of the procedure and shall make arrangements for payment of the expenses of witnesses who are not school employees who are called by them.

f. Any grievance, not processed within the time limits indicated above by the grievant, shall be deemed a waiver of his/her claim. Any failure to process the grievance according to the time limits of the grievance procedure by the Board shall permit the grievant to move his/her grievance to the next level of the procedure.

g. No third party involved in the grievance procedure shall have the power or authority to add to or subtract from or in any way modify the terms of this agreement, but shall make their decisions based solely upon the specific provisions contained within the written agreement of the parties.

h. By mutual agreement of the parties, the above time limits may be extended at any step.

GRIEVANCE - COMMITTEE

6.4 A grievance committee, elected by the employees, shall have the right to investigate all grievances brought to it by the grievant employee.

RIGHT TO DISCIPLINE

6.5 It is agreed that the Superintendent has the right to discipline or discharge for just causes. Disciplinary action shall normally follow this order:

a. Verbal warning.
b. Written warning.
c. Suspension without pay.
d. Discharge.

However, discipline may be taken out of order depending on the severity of the infraction.

Any employee may be dismissed for reporting to work under the influence of liquor, bringing liquor on the job, drinking during working hours, theft, insubordination, immoral action, or for similar serious offenses.

If any employee is discharged or is disciplined, he/she may demand a hearing, but the request for such a hearing must be made within one (1) week from the date of discharge or disciplinary action. Such request for hearing shall be filed, in writing, with the Superintendent of Schools. If the action of the Superintendent is not satisfactory to the employee, or it is not made within one (1) week from the day on which the request for hearing has been filed with him, the employee shall have the right to appeal directly to the Board of Education. The decision of the Board shall be final.

SCHOOL EQUIPMENT

6.6 It shall be the responsibility of any employee having custody of any equipment and

property of the Board to see to it that it is properly cared for and returned to its place of storage.

NO STRIKE CLAUSE

6.7 The Union agrees that while this agreement is in effect, or while negotiations are going on, there shall be no strikes, slow-down, stoppage of work or any interference with the efficient management of the School Department.

NO LOCKOUT CLAUSE

6.8 The School Department, in return, agrees that there shall be no lockout of employees by the School Department.

NOTIFICATION OF ABSENCE

6.9 Employees not expecting to work because of emergencies or other justifiable causes must notify their respective supervisor one (1) hour before scheduled time. This provision shall not be interpreted as condoning repeated absences from work on the part of the employee.

REPORTING TO WORK

6.10 In justice and fairness to the City of Berlin and its 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.

PART VII - WAGES AND WAGE ITEMS

WAGES

7.1 It is agreed that the hourly wages for employees who were employed as of July 1, 2006 will be:

CLASSIFICATION	7/1/2006	7/1/2007	7/1/2008	7/1/2009	7/1/2010
Foreman-Custodial	$ 17.50	$ 18.03	$ 18.57	$ 19.13	$ 19.70
Driver/Mechanic	$ 16.28	$ 16.77	$ 17.27	$ 17.79	$ 18.32
Custodians	$ 15.79	$ 16.26	$ 16.75	$ 17.25	$ 17.77
Bus Drivers	$ 15.34	$ 15.80	$ 16.27	$ 16.76	$ 17.26

The hiring schedule for new employees employed after July 1, 2006 shall be:

CUSTODIANS	7/1/2006	7/1/2007	7/1/2008	7/1/2009	7/1/2010
Hiring rate	$ 13.79	$ 14.26	$ 14.75	$ 15.25	$ 15.77
After 90 days*	$ 14.29	$ 14.76	$ 15.25	$ 15.75	$ 16.27
After 180 days*	$ 14.79	$ 15.26	$ 15.75	$ 16.25	$ 16.77
After 270 days*	$ 15.29	$ 15.76	$ 16.25	$ 16.75	$ 17.27
After 365 days*	$ 15.79	$ 16.26	$ 16.75	$ 17.25	$ 17.77

BUS DRIVERS	7/1/2006	7/1/2007	7/1/2008	7/1/2009	7/1/2010
Hiring rate	$ 13.34	$ 13.80	$ 14.27	$ 14.76	$ 15.26
After 90 days*	$ 13.84	$ 14.30	$ 14.77	$ 15.26	$ 15.76
After 180 days*	$ 14.34	$ 14.80	$ 15.27	$ 15.76	$ 16.26
After 270 days*	$ 14.84	$ 15.30	$ 15.77	$ 16.26	$ 16.76
After 365 days*	$ 15.34	$ 15.80	$ 16.27	$ 16.76	$ 17.26

DRIVER/MECHANIC	7/1/2006	7/1/2007	7/1/2008	7/1/2009	7/1/2010
Hiring rate	$ 14.28	$ 14.77	$ 15.27	$ 15.79	$ 16.32
After 90 days*	$ 14.78	$ 15.27	$ 15.77	$ 16.29	$ 16.82
After 180 days*	$ 15.28	$ 15.77	$ 16.27	$ 16.79	$ 17.32
After 270 days*	$ 15.78	$ 16.27	$ 16.77	$ 17.29	$ 17.82
After 365 days*	$ 16.28	$ 16.77	$ 17.27	$ 17.79	$ 18.32

*These step increases will be granted at the discretion of the Superintendent or his designee, based on satisfactory performance evaluation. The withholding of a step increase may be appealed to the Board of Education, the decision of which shall be final.

DOWN TIME:

BUS DRIVERS	7/1/2006	7/1/2007	7/1/2008	7/1/2009	7/1/2010
	$ 8.00	$ 8.24	$ 8.49	$ 8.74	$ 9.00

SHIFT DIFFERENTIAL

7.2 When employees are scheduled to work shifts, they shall receive, in addition to their regular rate, a shift differential according to the following schedule:

Second shift - if the majority of hours are worked after 2:30 p.m.	$. 35
Third shift - if the majority of hours are worked after 11:30 p.m.	. 40

Shift workers shall be given twenty (20) minutes to eat.

SENIOR CUSTODIAN COMPENSATION

7.3 When more than ten (10) youth employees are working for the School Department at any one time, the four (4) most senior working custodians will be paid ten (10) cents per hour in addition to their regular rate.

PAY PERIOD

7.4 It is agreed that all bargaining unit members be paid biweekly.

CLOTHING ALLOWANCE

7.5 It is agreed that the School Department will pay three hundred fifty dollars ($350) per year for uniforms for all full-time custodians, custodial foreman, and full-time bus driver/mechanic. This uniform allowance will be used to purchase navy blue uniforms (collared shirt—button down or polo – with "Berlin Public Schools" embroidered on the left pocket area. Jeans are not allowed). Bus drivers ineligible for this clothing allowance will receive a clothing allowance of one hundred fifty dollars ($150) per year to purchase a navy blue jacket and navy collared shirts (same specifications for color, style, and embroidery as described above). Clothing allowance will be paid by July 31st of each year with the check being run through payroll.

INSURANCE - HEALTH

7.6 It is agreed that the Board will pay health insurance premiums for full-time custodians, custodial foreman, and full-time bus driver/mechanic as defined below.

a. For the period of this contract, health insurance coverage will be comparable to the Primex Health HMO High (K8), POS High (K5), and PPO High (L1) plans with eligible bargaining unit members contributing 15% of the HMO or 15% of the POS premium in year one and 20% of the HMO or 20% of the POS premium from year two forward. The eligible bargaining unit member is responsible for the balance of the PPO premium that exceeds the Board paid premium for the POS plan. The dollar amount of the premium co-pay paid by the employee in the final year of the contract will remain locked until renegotiated.

b. If the health insurance plan is to be changed, it will be done so only if the new plan is comparable to the current coverage. If there is interest in changing the health insurance plan, proposals will be evaluated by representatives of the Board and Local 1444.

Representatives of the Board and Local 1444 will, by mutual consent, recommend to the Board which plan or plans are acceptable, if any. The Board may select one plan from those so recommended. Representation from Local 1444 shall consist of the individual of their choice from their members.

c. It is agreed that the Board of Education will pay for health insurance for one (1) year when an individual has exhausted his/her sick leave. So long as a person is having their health insurance paid by the district, they will not lose longevity. (See section 3.6, reference to items a, and b, the maximum period is one (1) year for an employee not to forfeit his/her longevity).

1. Once a bargaining unit member has exhausted their initial accumulation of sick days, the one year time period for receiving health insurance begins. Bargaining unit members cannot forgo the receipt of sick pay in order to extend the one year time period.

2. Employees shall continue to receive one sick day per month. However, sick days acquired after the initial allotment has been exhausted will not be calculated when determining the one year for receiving health insurance. Vacation days shall continue to accrue on a prorated basis in accordance with Section 5.14. However, vacation days, unused or newly accrued, are not used in the calculation for determining the one year for receiving health insurance.

3. So long as a person is having health insurance paid by the district, they will not lose longevity.

4. If a bargaining unit member is released by their doctor to return to work at the end of their one year of paid health insurance, they will need to work ninety (90) full days before being eligible for benefits as outlined in article seven, section 7.6.c. If a bargaining unit member is absent from work for an extended period of time (as determined by the district) for the same illness and has not completed ninety (90) full days of work, employment with the district shall cease.

d. If it is determined that it is mandatory by law for the School Department to provide equal health insurance coverage with equal premium payment for part-time employees the School Department shall comply. If health insurance is offered to other part-time school department employees, bus drivers shall be afforded the same opportunity.

INSURANCE - GROUP LIFE

7.7 The School Department agrees to fully pay the premium for the life insurance carrier.

The face value of life insurance is $25,000 for custodians, custodial foreman, and full-time bus driver/mechanic effective July 1, 2006.

The face value of life insurance is $12,000 for bus drivers, effective September 1, 2006.

WORKERS' COMPENSATION

7.8 Employees are covered by workers' compensation as governed by the applicable state statutes.

HEALTH INSURANCE - EARLY RETIREMENT

7.9 If an employee elects to take early retirement (early retirement would be defined as three years prior to being eligible for social security retirement benefits), the Board will pay the premiums on health insurance for the employee and his/her spouse until the retired employee reaches eligibility (three years later). The plan in effect for active employees under the contract will be the plan in effect for the retiree with any contributions required of employees also being required of the retiree. If the retiree's status changes during this period of retirement coverage, his/her plan will remain or revert to a single plan.

INSURANCE - DENTAL

7.10 Effective July 1, 1987 the Board agrees to make available dental insurance for individual full-time employees based on 80/20 coverage during the term of this agreement. The Board agrees to extend dental coverage at the current levels to family members with the cost borne by the employee as long as the required participation percentage is achieved to allow for such coverage.

INSURANCE - DISABILITY

7.11 The Board shall provide long-term disability insurance with a 180-day elimination period paying 60% of salary with monthly maximum of $6,000 until age 65 for bargaining unit members during the term of this agreement. See policy for coverage specifics.

LONGEVITY - REMUNERATION

7.12 During years one, two, and three of this contract, a bargaining unit member who has completed seven (7) through fourteen (14) years of service with the district as of July 1 shall receive, in addition to all other compensation, four hundred dollars ($400); upon completion of fifteen (15) through twenty-four (24) years of service with the district, five hundred dollars ($500); and upon completion of twenty-five (25) or more years of service

with the district, six hundred ($600). Thus, after the twenty-fifth (25th) year, the longevity compensation would be $400 + $100 + $100 = $600. Beginning year four of this contract, the longevity amounts will be five hundred dollars ($500) after completing seven (7) through fourteen (14) years of service, six hundred dollars ($600) for years fifteen (15) through twenty-four (24), and seven hundred dollars ($700) for twenty-five years or more ($500+$100+$100 = $700). 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.

RETIREMENT INCENTIVE

7.13 A bargaining unit member will receive, in addition to his/her regular contractual remuneration, an additional $3,000 in his/her last year of service upon written notification to the Superintendent of Schools of his/her intent to retire. The notification shall take place no later than two (2) years prior to the stated anticipated retirement date. The notification to the Superintendent of the intended retirement date will be final and binding upon the employee. A bargaining unit member who intends to take advantage of this section must first meet the following qualifications:

a. The employee must have accrued a minimum of ten (10) years of service in the Berlin Public Schools by date of retirement, and

b. The employee must reach fifty-five (55) years of age.

PART VIII - JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

8.1 The Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions and authorities which by law are vested in them, and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities.

8.2 It is understood that both parties have had an opportunity to make proposals and counterproposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understanding between the parties for the contract term.

8.3 On matters of serious mutual concern, this agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be in writing and a signed amendment to this agreement.

PART IX - MISCELLANEOUS

MUTUAL AGREEMENT

9.1 This agreement may be amended at any time, by mutual agreement of both parties, and it may be terminated at the end of a contractual year, by notice in writing by either party, served thirty (30) days prior thereto upon the other party. The end of the contractual year shall be June 30, 2011.

EFFECTIVE TIME

9.2 This agreement shall become effective on the day on which it is signed by both parties hereto. It shall remain in full force and effect until June 30, 2011 (a period of sixty months) and from year to year until terminated.

FOR THE BOARD OF EDUCATION:

Nathan Moore

Marsha Laplanne

[illegible]

Nicole Plourde

Michael C. Couture

DATED: 7/1/06

FOR THE UNION:

[illegible]

[illegible]

[illegible]

Laurie Blake

Bryan Tamirande

Representative, AFSCME Council 93