AGREEMENT

BETWEEN

BERLIN BOARD OF EDUCATION

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL 93, LOCAL 1444

JULY 1, 2016 to JUNE 30, 2019

TEAMWORK

coming together is a beginning
keeping together is progress
working together is success

- Henry Ford

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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, wellbeing 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 and the heating technician/custodian 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. The Union agrees that the Buildings and Grounds Director may perform custodial duties to supplement the work force provided that it is not intended to replace bargaining unit custodial positions. The Driver/Mechanic is excluded from the bargaining unit and the title of this position shall be changed to Transportation Director/Mechanic.

UNION FINANCIAL SECURITY AND DUES:

1.3 Upon completion of the probationary period, all employees of the bargaining unit shall either become a member of the Union or pay an agency fee as a condition of employment.

Any employee who chooses not to join or not remain members of the Union shall pay to the Union an agency fee for the cost of collective bargaining and contract administration. No part of this agency fee shall be used for political donations. Said agency fee shall not exceed the dues of members, and the Union agrees to defend and hold the District harmless should there be a dispute between an employee and the Union over the matter of Union dues or agency fee deductions.

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 or agency fee assignment and make remittance thereof to the Union Local monthly.

WORK GUARANTEE

1.5 SEE DEPARTMENT SPECIFIC LANGUAGE

DEFINITIONS

An employee of the Board is defined as a person hired by the School Board in a permanent full time or permanent part time position. Any reference to "employee" contained in this agreement shall mean employee of the Board, except for substitute and seasonal employees who are not covered by the collective bargaining agreement (CBA).

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 Probationary Employee - An employee of the Board who has not completed his/her probationary period. (See section 2.14)

1.9 Substitute employee – an employee hired to fill in for permanent full-time or part-time employees who are out on some form of approved leave.

1.10 Seasonal employees – an employee hired seasonally to complete special projects that are scheduled while school is not in session or to supplement the work force to get needed work done.

Special projects involve work not normally done on a regular basis or work that must get done immediately.

1,11 Substitute employees and seasonal employees shall not be hired to reduce or replace the permanent full-time or part-time employee work force.

1.12 (1.9) Language specific to transportation department.

1.13 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 (before or after the vacancy date) 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 for a non-work related illness or injury or eighteen months if the absence is covered by workers compensation.

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, on the appropriate form supplied by the School District. To be considered for the posted position an employee must apply on or before the closing date of the posting and no later than the closing time for the District office.

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 Part time employees of the Board 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.

2.7 SEE CUSTODIAL SPECIFIC

VACANCY – PROCEDURE WHILE SELECTION IS BEING MADE

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

a. No overtime becomes necessary.

b. Employees seeking the work agree to accept the work for the length of time requested.

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

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 Language specific to custodial department

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 Probationary 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.

The parties hereby agree that section 3.1 of the collective bargaining agreement is 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.

SENIORITY - COMMENCEMENT AND CONTINUATION

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

LONGEVITY SENIORITY – NON-FORFEITURE

3.6 An employee shall not lose their job or their seniority for an absence caused by the following:

a. Illness/injury 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/injury 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.

Item c above shall be leave without pay.

For item "a." the maximum period is eighteen months (18) and for item "b.", the maximum period is one year, 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.

PART IV - WORK WEEK

WORK WEEK

4.1 The custodian's work week shall commence at 12:00 a.m. Sunday morning and continue through to 12:00 am the following Sunday. The normal work week shall be Monday through Friday for a total of forty (40) hours.

WORK DAY

4.2 A day shall begin at 12:00 am and continue through to 12: am the following morning for a total of twenty-four hours. A normal work day for the day shift shall consist of eight (8) consecutive work hours exclusive of their lunch period. A normal work day for the second and third shifts shall consist of eight (8) consecutive working hours including a twenty (20) minute lunch period. The Board reserves the right to name other working hours to suit specific jobs.

OVERTIME - CUSTODIANS

4.3 Language specific to custodial department.

OVERTIME - BUS DRIVERS

4.4 Language specific to the transportation department.

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.

In the event of an emergency, 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.

OVERTIME - CUSTODIANS - DISTRIBUTION BETWEEN EMPLOYEES

4.6 See Language Specific to the Custodial Department

OVERTIME - BUS DRIVERS - DISTRIBUTION BETWEEN EMPLOYEES

4.7 Language specific to the transportation department

OVERTIME - REFUSAL THEREOF

4.8 If an insufficient number of employee(s) agree to work assigned overtime/extra time, the employee(s) lowest in overtime/extra time 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/extra time 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/extra time hours. When an employee on the overtime/extra time list is unable to work overtime/extra time 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. Language specific to custodial department.
2. Language specific to custodial department.
3. Language specific to custodial department.
4. Language specific to custodial department.

BUS DRIVER ASSIGNMENTS

4.9 Language specific to the transportation department

PART V - LEAVES

PAY - WORK DAY

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

Bereavement Leave

5.2 Employees will be entitled to the following paid time off in the event of a death, as outlined below, which shall not be deducted from sick leave.

Up to three (3) days per occurrence shall be granted with pay to an employee who requests such leave due to death in their 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, step child, niece and nephew.

When unusual or extenuating circumstances occur, an employee may request the utilization of emergency leave not to exceed two (2) additional days to extend beyond the three bereavement days. This is separate and in addition to the emergency leave days provided in 5.19.

SICK LEAVE - ACCUMULATION

5.3 Employees will accumulate sick leave at the rate of one and one-quarter (1.25) days per month including holidays, paid sick days, vacation days, and other approved absences. Sick leave may be accumulated to a maximum of 115 days.

SICK LEAVE - USE OF

5.4 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 employees.

Employees needing time off to attend dental or medical appointments shall give their respective supervisors reasonable notice of their intent to use sick leave.

5.5 Sick leave may be used for the following reasons:

Employee illness
Employee's family illness

Family" is defined as parent, wife, husband, son, daughter, grandchild, brother, sister, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or a minor for which the employee is legal guardian.

Dental and medical appointments

All efforts shall be made to schedule dental and medical appointments during non-work hours. Whenever possible sick leave used for dental and medical appointments shall be granted in ½ day increments.

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.

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

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 in good standing after fifteen (15) years or more of service with the school department.

3. Upon his/her retirement after fifteen (15) years of service with the school department.

Payment for unused sick leave shall be paid up to a maximum of $8,000 in the following manor:

15 to 20 years of service -	$5,000
21 or more years of service -	$8,000

PAID HOLIDAYS

5.8 Language specific to custodial department.

5.9 Language specific to transportation department.

PAID HOLIDAYS - 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 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 AND PERMANENT PART-TIME EMPLOYEES

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

YEARS OF SERVICE	VACATION EARNED PER YEAR
Over 1 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. Permanent Part-time employees shall earn vacation days on a prorated basis.

For employees hired after 7-1-2016 vacation shall be earned at the following schedule:

1-5 Years	2 Weeks
6-12 Years	3 Weeks
13-19 Years	4 Weeks
Over 20 Years	5 Weeks

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. (See also the transportation specific language.)

An employee who is out of work due to a work related injury or illness shall continue to accrue vacation and sick leave.

An employee who is out of work due to a non-work related injury or illness shall continue to accrue sick leave only. Said sick leave shall not be available to the employee until he/she returns to full duty.

VACATION - LIMIT OF EMPLOYEES ON LEAVE

5.15 See Custodial and Transportation Specific Language

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.

JURY DUTY

5.18 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's supervisor.

All time spent on jury duty will be counted as hours worked up to but not in excess of the number of hours that constitutes that employee's normal work day.

MILITARY LEAVE

Military leave of absence without pay or benefits shall be granted to any employee who is drafted or enlists in any branch of the Armed Services of the United States for the period of his induction of initial enlistment. Time necessary for persons called into temporary active duty of any unit of the United States Reserves shall be granted. In such cases, employees shall be reimbursed for pay lost as a result of such reserve duty up to the difference between their regular wage that would have been paid and their reserve pay received, for up to a maximum of two (2) weeks during any fiscal year.

EMERGENCY LEAVE:

5.19 There may be personal or emergency conditions which may require employee absenteeism for reasons other than those heretofore mentioned. The Board agrees that such leave, not to be accumulated and not to be deducted from sick leave, may be used under the following conditions:

5.19-a This leave shall only be used in situations of urgency, for the purpose of conducting personal or emergency business that is impossible to transact on the weekend, after school hours, or during vacation periods.

5.19-b Employees desiring such leave shall submit their request on the application form (provided by the Board) at least twenty-four (24) hours in advance of the anticipated absence except in cases of emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the Buildings and Grounds Director or his/her designee.

5.19-c Such leave shall not be used for seeking employment, rendering services, or working either with or without remuneration for themselves or anyone else, for hunting or fishing or other

recreational activities. It is further understood that such leave shall not be granted the week prior to school opening, the first week of school, nor the last working day preceding or the first following any vacation or holiday period or in conjunction with any other forms of paid leave including maternity leave (paid or unpaid); (exceptions: graduation exercises for the employee, spouse, child, and/or military departure of a child or in any emergency as determined by the Superintendent).

5.20 Employees shall not be asked the reason for emergency leave except during the week prior to school opening, the first week of school and the last work day preceding or the first following any holiday period, but must adhere to stated guidelines.

5.21 Maximum length of leave shall not exceed two (2) days per school year (prorated for part time employees).

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 five (5) working days. The Superintendent shall schedule a meeting with the grievant and the union representative as soon

as schedules permit. The Superintendent shall have ten (10) working days after the parties have met to render her/his decision in writing. 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 ten working days. The Board shall schedule a meeting with the grievant and the union representative as soon as schedules permit. The Board shall have ten (10) working days after the parties have met 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 OR LOCKOUT CLAUSE

6.7 The Union agrees that there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the School Department. The School Department, in return, agrees that there shall be no lockout of employees.

NOTIFICATION OF ABSENCE

6.8 Employees not expecting to work because of emergencies or other justifiable causes must notify their respective supervisor or their designee 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

6.9 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

7.1 For 2016-17 all bargaining unit members will receive a negotiated COLA of 0.75% (excluding longevity and stipends). For 2017-2018 all unit members will receive a negotiated COLA of 1.25%. For 2018-2019 all unit members will receive a negotiated COLA of 1.75%.

After the COLA is figured, the appropriate performance pay will be added as follows:

Commendable, 1%; Proficient, 0.5%; Basic, 0%; Unsatisfactory, 0% as rated on the Berlin School District Evaluation Form (see Appendix B). The average of the November and May evaluations shall be used to determine the performance pay rate.

The classification of positions and wage rates shall be in accordance with the Position Classification for that specific department.

SEE DEPARTMENT SPECIFIC LANGUAGE FOR WAGE RATES

7.2 SHIFT DIFFERENTIAL – SEE CUSTODIAN SPECIFIC LANGUAGE

SENIOR CUSTODIAN COMPENSATION

7.3 SEE LANGUAGE SPECIFIC TO THE CUSTODIAL DEPARTMENT

PAY PERIOD

7.4 It is agreed that all employees shall be paid biweekly.

CLOTHING ALLOWANCE

7.5 SEE DEPARTMENT SPECIFIC LANGUAGE

INSURANCE - HEALTH

7.6 SEE CUSTODIAN SPECIFIC LANGUAGE

INSURANCE - GROUP LIFE

7.7 SEE DEPARTMENT SPECIFIC

WORKERS' COMPENSATION

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

HEALTH INSURANCE - EARLY RETIREMENT

7.9 SEE CUSTODIAN SPECIFIC LANGUAGE

INSURANCE - DENTAL

7.10 SEE CUSTODIAN SPECIFIC LANGUAGE

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 during the term of this agreement. See policy for coverage specifics.

LONGEVITY – REMUNERATION

7.12 Effective July 1, 2013 an employee 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, five hundred and fifty dollars ($550); upon completion of fifteen (15) through twenty-four (24) years of service with the district, six hundred and fifty dollars ($650); and upon completion of twenty-five (25) or more years of service with the district, seven hundred and fifty dollars ($750). Thus, after the twenty-fifth (25th) year, the longevity compensation would be $550+$100+$100 = $750. Effective July 1, 2014 an employee 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, six hundred dollars ($600); upon completion of fifteen (15) through twenty-four (24) years of service with the district, seven hundred dollars ($700); and upon completion of twenty-five (25) or more years of service with the district, eight hundred dollars ($800). Thus, after the twenty-fifth (25th) year, the longevity compensation would be $600+$100+$100 = $800. 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

SEE CUSTODIAL SPECIFIC LANGUAGE

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 – DURATION OF AGREEMENT

EFFECTIVE TIME

This agreement shall become effective as of July 1, 2016 and shall continue in effect until June 30, 2019, subject to the Union's right to negotiate a successor agreement. Any extension shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extension is agreed upon, this contract shall expire on the date indicated herein.

FOR THE BOARD OF EDUCATION:

DATE: 7-5-16

FOR THE UNION:

DATE: 6-29-16

Representative, AFSCME Council 93

DATE:

PART IX – DURATION OF AGREEMENT

EFFECTIVE TIME

This agreement shall become effective as of July 1, 2016 and shall continue in effect until June 30, 2019, subject to the Union's right to negotiate a successor agreement. Any extension shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extension is agreed upon, this contract shall expire on the date indicated herein.

FOR THE BOARD OF EDUCATION:

_____

_____

_____

_____

_____

DATE:_____

FOR THE UNION:

_____

_____

_____

_____

_____

DATE: 6-29-16

_____
Representative, AFSCME Council 93

DATE: 6/30/16

APPENDIX A
PERFORMANCE EVALUATIONS

The Superintendent will provide the Union with a copy of the current evaluation form in a timely manner. The Superintendent of Schools, or his/her designee, shall have the right to annually evaluate the job performance of each employee covered by this Agreement. Evaluations will be completed on a semi-annual basis in November and May of each school year. All evaluations shall be written and according to such forms as the Superintendent shall determine. No evaluation, whether favorable or unfavorable, shall constitute a reprimand; but evaluations may take note of and make reference to reprimands. Each evaluation shall clearly state the source of the information upon which the evaluation is based. Each evaluation shall be provided to the employee within ten (10) calendar days after the date of the Superintendent's, or his/her designee's, signature on the evaluation. Any employee may, within twenty (20) days after receipt of an evaluation, provide the Superintendent or his/her designee with a written response to the evaluation. Within his/her discretion, the Superintendent or designee may evaluate an employee more than twice annually. No evaluation shall be grievable; however, the employee may appeal an evaluation after meeting with the evaluator to the next immediate supervisor within five (5) days for another objective review.

Employees in the same job category shall be evaluated by the same supervisor with the principal's input.

For the purposes of performance pay, an average of the two (2) semi-annual evaluation scores from the applicable year shall be used. In the event an employee is hired after November 1st of any year, only the following May evaluation shall be used.

APPENDIX B
BERLIN SCHOOL DISTRICT

EVALUATION FORM

NAME: _____ **DATE:** _____

POSITION/TITLE: _____ **SCHOOL/DEPT.** _____

For the performance factors listed below indicate with the appropriate number the effectiveness with which they were applied in achieving the results. When evaluating each factor, apply the following definitions:

Commendable:	**Exceptional performance, role model for peers**
Proficient:	**A skillful worker who consistently meets requirements and expectations**
Basic:	**Improvement needed to increase effectiveness; growth will strengthen ability to handle responsibilities**
Unsatisfactory:	**Unacceptable job performance**

PERFORMANCE FACTORS	COMMENDABLE	PROFICIENT	BASIC	UNSATISFACTORY
1. JOB PERFORMANCE 40% -Is able to interact appropriately & effectively with students and staff ___ -Follows directions and completes assignments ___ -Is skilled at performing tasks ___ -Strives to succeed/stretches personal resources ___ 10 pts each	36-40	31-35	25-30	0-24
2. SELF MOTIVATION/MANAGEMENT 30% -Builds on strengths ___ -Personally well organized ___ -Completes assignments on time ___ -Utilizes time efficiently ___ -Is punctual ___ -Takes initiative ___ 5 pts each	27-30	22-26	18-20	0-17
3. ADAPTABILITY TO CHANGE 10% -Possesses the ability to be flexible ___ -Creative problem solving in a multitude of situations ___ 5 pts each	9-10	7-8	5-6	0-4

4. INTERPERSONAL EFFECTIVENESS 20% -Maintains effective working relationships with others ___ -Presents ideas effectively ___ -Uses feedback to improve performance ___ -Listens well ___	5 pts each	18-20	15-17	12-14	0-11

_____Total Points 90-100 75-89 60-74 0-59

Name _____

OVERALL

Commendable	Proficient*	Basic**	Unsatisfactory***	_____ Total Points
90-100	75-89	60-74	0-59	100

*** Upon request, anyone with an overall score in the proficient category will be given verbal guidance about how to improve their performance.**

**** Anyone with an overall score in the basic category will be given specific verbal examples of areas of deficiency.**

*****Anyone with an overall score in the unsatisfactory category will receive written documentation of areas of deficiency.**

FOR ADDITIONAL COMMENTS, USE SPACE BELOW

(Check one)
This evaluation has been discussed with the employee. ___ YES
___ NO

(Check one)
( ) I agree with its contents
( ) I disagree with its contents

Statement: I understand that I may, within twenty (20) days after receipt of this evaluation, provide the Superintendent or his/her designee with a written response to the evaluation.

_____ _____ _____ _____
Signature of Employee Date Signed Signature of Evaluator Date Signed

APPENDIX C - Custodial Specific Language

Custodial Specific Language

WORK GUARANTEE

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

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 - WORK NORMALLY PERFORMED WHEN EMPLOYEE IS ABSENT

2.11 When an employee is absent for an unscheduled reason, if the employee is to be replaced, the first working day of that absence shall be filled by the available employee on the opposite shift lowest in overtime.

It shall not be considered an unscheduled absence if an employee is provided a minimum of sixteen hours advanced notification before the start of their work assignment

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

Day shift personnel wishing to fill a vacancy in a night shift position must request to do so to the Buildings and Grounds Director. Seniority shall be the determining factor in permitting a day shift employee to fill a vacancy in a night shift position, an employee shall not be considered if conditions in a, and b, of section 2.8 are not met.

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.

APPENDIX C - Custodial Specific Language

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. Weekend checks shall be assigned to the first two employees lowest on the overtime list at the beginning of each week before other overtime for the week is scheduled. Each Tuesday the updated overtime list shall be posted at all facilities by noon time of that day.

OVERTIME - REFUSAL THEREOF

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

1. All overtime will be offered to employees lowest in overtime on the opposite shift for a shift assignment, otherwise the Custodian(s) lowest in total overtime will be offered the work.
2. All employees when asked by the Buildings and Grounds Director to work overtime will have an option to take the entire eight hour shift or take one of the four-hour split shift overtimes available.
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 Director/or designee shall force the employee lowest in overtime hours on that shift to work the remaining hours. If there are no functions or events in the building then both custodians taking a split shift may work at the same time schedule.

Employees who choose to work a four hour shift, rather than the entire eight (8) hour shift shall be charged for the entire eight (8) hour shift.

4.8-a. If for any reason a custodian is not available the overtime hours will be charged as a refusal and will then be offered to the next lowest available custodian at "no charge".

Exceptions:

a. A custodian shall not be charged for a refusal if they are out on vacation for a full week.
b. The custodian is out due to the death of a family member as defined by the collective bargaining agreement.

APPENDIX C - Custodial Specific Language

PAID HOLIDAYS

5.8 The custodial department 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.

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 employee 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 employee 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 employee 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.

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. More than one employee may take vacation at the same time at the discretion of the Buildings and Grounds Director and/or Superintendent.

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

A vacation list will be available in January 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.

APPENDIX C - Custodial Specific Language

PART VII - WAGES AND WAGE ITEMS:

WAGES

7.1 It is agreed that the starting hourly wages for new employees of the Board (no experience) shall be:

	0.75%	1.25%	1.75%
CLASSIFICATION	**7/1/2016**	**7/1/2017**	**7/1/2018**
FOREMAN-CUSTODIAL	$18.70 TO $21.06	$18.70 TO $21.32	$18.70 TO $21.69
CUSTODIANS	$15.77 TO $19.00	$15.77 TO $19.24	$15.77 TO $19.58
PLUMBER/CUSTODIAN	$19.00 TO $20.31	$19.00 TO $20.56	$19.00 TO $20.92

For new employees the beginning salary shall be within the range listed as determined by the Superintendent so long as the rate does not exceed the top rate in the wage scale. Individuals may exceed the top of the wage scale through merit increases.

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-a. 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.

SPECIAL PROJECTS

7.3-b. The District may assign special projects to a custodian in order to use his/her trade skills. When assigned the custodian shall be paid an additional seventy-five cents ($0.75) per hour. These assignments are for employees who can perform work that would otherwise require the hiring of contractors.

APPENDIX C - Custodial Specific Language

CLOTHING ALLOWANCE

7.5 It is agreed that the School Department will pay four hundred dollars ($400) per year for uniforms for all full-time and part-time custodians. This uniform allowance will be used to purchase red uniforms (collared shirt—button down or polo – with "Berlin Public Schools" embroidered on the left pocket area and black pants (jeans are not allowed). Clothing allowance will be paid by July 31st of each year with the check being run through payroll. (Current navy blue clothing shall be permitted; all new purchases shall be red shirts and black pants.)

INSURANCE – HEALTH

7.6 It is agreed that the Board will pay health insurance premiums for full-time custodians as defined below.

a. Health insurance will be provided for eligible bargaining unit members as provided below: The Board agrees to provide Harvard Pilgrim health insurance (HMO High Option (1RWF) $10 $1,000 Co-Pay Rx $0/$10/$20/$30 Retail $0/$10/$20/$30 Mail; Super HMO High $15 Rx $0/$10/$20/$30 Retail $0/$10/$20/$30 Mail. The Board will contribute 80% of the HMO High premium. Employees choosing any other health insurance option offered by the Board other than the HMO High Option (1RWF) $10 $1000 CO-Pay Rx $0/$10/$20/$30 Retail and Mail will pay the difference between the Board contribution level of the appropriate HMO plan and the full cost of the corresponding alternative plan(s). The eligible bargaining unit member is responsible for the balance of the premium that exceeds the Board paid premium for the HMO 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.

   For the term of the FY17 through FY19 agreement the parties agree that if any other group of the School District receives a better deal for insurance, the custodians/bus driver unit is entitled to that same deal.

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 continue to contribute 80% of the HMO premium for health insurance for one (1) year beginning from the time that an employee is unable to work due to an injury or illness.

1. Employees shall continue to receive one and one quarter (1.25) sick days per month, however, sick days acquired while the employee is out for an illness or injury shall not be available to the employee until he/she returns to work and are for future use, such as follow up doctors' appointments or an new illness .

2. If an employee is released by their doctor to return to work at the end of one year for a non-work related injury or illness or eighteen months for a work related injury/illness, they will need to work ninety (90) full days before being eligible for benefits as outlined in article seven, section 7.6.c. If an employee is again 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.

3. 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.

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.

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.

APPENDIX C - Custodial Specific Language

INSURANCE – DENTAL

7.10 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.

Affective July 1, 2016 composite fillings shall be covered as part of the plan.

RETIREMENT INCENTIVE

7.13 An employee shall 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. An employee 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.

Transportation Specific Language

WORK GUARANTEE

1.5 There shall be a guarantee of one hundred and eighty work days per year providing funds are available.

1.9 a. Driving Time - Bus drivers will be paid regular time or time and one-half while driving.

b. 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 adjusted to $10.00 per hour in FY17 and increased by the negotiated across the board wage increase for subsequent years.

For the 2016-2017 contract year down time shall be $10.00 per hour
For the 2017-2018 contract year down time shall be $10.13 per hour
For the 2018-2019 contract year down time shall be $10.31 per hour

c. Time Off - While the bus driver has no driving or no other bus responsibilities, no pay for this time.

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.

EXTRA TIME/OVERTIME - BUS DRIVERS - DISTRIBUTION BETWEEN EMPLOYEES

4.7 All out-of-town trips are to be assigned by the Transportation Director and/or their designee. It is agreed that the Transportation Director shall make an effort to distribute equitably overtime hours among all employees. Qualification of an employee to make any trip will be determined by the Transportation Director.

BUS DRIVER ASSIGNMENTS:

4.9 Regular bus drivers will be assigned all trips that do not interfere with their regular routes. Regular bus drivers may also be assigned to trips instead of their regular routes if the assignment results in a cost savings to the district and a reasonable replacement for the regular route can be obtained. Any special trips that would interfere with regular routes will be offered at the discretion of the Transportation Director.

4.9-a. If for any reason a driver is not available the extra time/overtime hours will be charged as a refusal and will then be offered to the next lowest available driver at "no charge".

Exceptions:

a. A driver shall not be charged for a refusal if they are out on vacation for a full week.
b. The driver is out due to the death of a family member as defined by the collective bargaining agreement.

It is agreed that the Transportation Director/Mechanic is not part of the bargaining unit. He/she shall only drive if there arises an immediate need to have a driver and no bargaining unit driver or spare is available to perform the driving duties. In most cases, such use of the Transportation Director/Mechanic shall be only for unanticipated events.

4.10 Teachers and or Coaches shall be permitted to transport up to four (4) students in the minivan for events directly associated with that teacher/coach. (The students she/he are responsible for.)

PAID HOLIDAYS

5.9 The transportation department 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.

VACATION - ACCUMULATED TIME

5.14 Vacation time may not be accumulated or carried over to the following year. It is provided to help augment a driver's wages when work is not available over school vacations. For the transportation department only if vacations are not taken by the end of the fiscal year after it is earned, it shall be paid out in a lump sum.

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.

PART VII - WAGES AND WAGE ITEMS

WAGES

7.1 It is agreed that the starting hourly wages for new employees of the Board (no experience) shall be:

	0.75%	1.25%	1.75%
CLASSIFICATION	**7/1/2016**	**7/1/2017**	**7/1/2018**
BUS DRIVERS	$15.26 TO $18.41	$15.26 TO $18.64	$15.26 TO $18.59
DOWN TIME	$10.00	$10.13	$10.31

For new employees, the beginning salary shall be within the range listed as determined by the Superintendent so long as the rate does not exceed the top rate in the wage scale. Individuals may exceed the top of the wage scale through merit increases.

Bus drivers who are required to stay overnight because of a special trip shall receive $50.00 per night over their pay for the actual hours worked (included in their payroll check). The bus driver will be available and accessible to the trip leaders while on this overnight.

CLOTHING ALLOWANCE:

7.5 It is agreed that the School Department will pay two-hundred dollars ($200) per year for Bus drivers uniforms. This uniform allowance will be used to purchase a red jacket and red collared shirts (collared shirt—button down or polo – with "Berlin Public Schools" embroidered on the left pocket area (jeans are not allowed). Clothing allowance will be paid by July 31st of each year with the check being run through payroll. (Current navy blue clothing shall be permitted all new purchases shall be red shirts and black pants.)

INSURANCE - GROUP LIFE:

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

The face value of life insurance is $12,000 for bus drivers.

INSURANCE- HEALTH:

7.7-b. If health insurance is offered to other part-time school department employees, bus drivers shall be afforded the same opportunity.

BUS PASSES FOR DEPENDENTS

7.8 Bus passes for dependents of the driver shall be provided at no cost.