# AGREEMENT

# BETWEEN

# THE CITY OF BERLIN

# AND

# OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION (OPEIU) - LOCAL 6

**March 12, 2012 to June 30, 2013**

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# AGREEMENT

This Agreement is made and entered into by and between the City of Berlin, hereinafter referred to as "City" and the Office & Professional Employees International Union, Local 6/Berlin City Hall Employees Association, hereinafter referred to as "Union" representing those employees of the City of Berlin as stipulated by the recognition of the NH PELRB #M-0681 dated October 25, 1993 who provide support services for City operations hereinafter referred to as "Members".*

*"Members" and "employees" for the purpose of this agreement are interchangeable.

# PREAMBLE

The parties agree to cooperatively work in a harmonious effort to assure the safe, fair, and reasonable employment of personnel.

The parties further agree to assure the continuity of municipal services through the establishment and implementation of the equitable terms and conditions of employment.
The parties are committed to the fair and timely resolution of disputes that may arise.

# DEFINITION OF TERMS

## FULL-TIME EMPLOYEES

Full-time employees shall mean any employee who regularly works a minimum of 35 hours per week.

## PART-TIME EMPLOYEES

Part-time employees shall mean any employee who regularly works up to a maximum of 30 hours per week, , or as certified by the PELRB.

It is hereby agreed that 'per diem' employees are not part of the bargaining unit.

NEW EMPLOYEES

Employees newly hired into the City and the bargaining unit shall be regarded as probationary employees for their first six (6) months of employment and may be terminated at any time during their probationary period without recourse through the grievance procedure. Upon successful completion of their probationary period, such employee's seniority shall be retroactive to their original date of hire and that the employee shall be entitled to the balance of the rights and privileges under this Agreement.

# ARTICLE 1 - RECOGNITION

Section 1: In accordance with the certification of the New Hampshire Public Employees Labor Relations Board in Case No. M - 0681 on October 25, 1993, the City recognizes the Union as the sole and exclusive representative of all persons employed in positions covered in Attachment A, and any later created positions as may become included as pursuant to law, for the purpose of establishing wages, hours, and other conditions of employment.

Section 2: The City agrees that all employees shall either become a member of the Union or shall pay a service fee to the Union as a condition of employment for any position so certified by the New Hampshire PELRB. Each employee shall have thirty one (31) calendar days from their date of hire to determine which option above they shall exercise.

Section 3: Upon presentation of written authorization approved by the Union Representative, the City agrees to deduct from the wages of each covered employee the current weekly union dues/fees as certified to the City by the Union Treasurer in accordance with the Constitution and Bylaws of the Union. Said deductions shall be made weekly and the City shall remit these to the Union Treasurer promptly each month. If any employee has no check coming to him/her, or the check is not large enough to satisfy the assignments, then, in that event, no collection shall be made from said employee for that week.

The Union agrees to indemnify and hold harmless from any and all claims arising out of the City's authorized deduction of said dues/fees according to the terms and conditions of this agreement.

Section 4: The City agrees that there shall be no discrimination, harassment, interference, restraint, or coercion by the City or any of its authorized agents against any Member, because of his/her membership in the Union, or against any Member who may represent others in the discharge of his/her duties as a Member of any committee of the Union.

## ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE

The City retains all its customary rights and authority to manage, make decisions, and use discretion to direct the municipality and its employees except as otherwise specified in this agreement. The Union acknowledges the right of the City to make or change any rules or regulations governing the conduct of the City and its employees provided they are not inconsistent with the provisions of this agreement and further recognize that the exercise of any management function or right which is not specifically modified by this agreement is not subject to the grievance procedure or arbitration during the term of this agreement. The City shall notify the Union of all changes to the rules and regulations.

## ARTICLE 3 - UNION VISITS

An authorized representative of the Union shall, upon prior notice to the City Manager, have access to the City's property for the purpose of conducting union business.

## ARTICLE 4 - BULLETIN BOARD

Bulletin Boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general union activities. Copies of each posting to be forwarded to the office of the City Manager.

## ARTICLE 5 - NON-DISCRIMINATION

Section 1: The employer agrees that it will not discriminate against any employee because of his/her activity as a member of the Union.

Section 2: Neither the Employer nor the Union in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotions, transfer, layoff, discharge, or otherwise because of race, creed, color, national origin, age, marital status, sex, or disability as guided by state and federal law.

## ARTICLE 6 - DISCRIMINATION & HARASSMENT

Definition of Terms:

DISCRIMINATION: A show of partiality or favoritism in the treatment of, prejudice against, or animus towards any group of persons who are a

protected class under civil rights legislation of the United States or the State of New Hampshire, including any group of persons distinct because of race, religious affiliation or belief, ethnicity, gender or similar characteristic, or such partiality, favoritism, prejudice or animus with respect to any person because of membership or perceived membership in any such group or union. Discrimination shall include unlawful partiality, favoritism, prejudice or animus with respect to any age classification. Discrimination shall include any unlawful conduct defined as discrimination by a federal or state civil rights legislation, or any reasonable administrative rule adopted pursuant thereto.

HARASSMENT: Harassment shall include any unlawful conduct defined as harassment by any federal or state civil rights legislation or any reasonable administrative rule adopted pursuant thereto.

POLICY STATEMENT

The City of Berlin and the Union, OPEIU, does not condone nor support the practice of harassment or discrimination in any form, by any person in the employ of the City or representing the City. Upon learning of a situation that violates this policy or the Federal Laws, the City will take immediate corrective and remedial actions that are deemed appropriate. In addition, the City will keep its employees informed about the applicability of compliance with these Federal Laws in the work place.

Any employee who believes or suspects himself or herself or any other person to be or to have been the victim of violations of the policies stated herein with regard to discrimination or harassment shall report same to their immediate supervisor or, if the immediate supervisor is the perceived perpetrator, to the next higher person in the chain of command.

PROCEDURE

STEP 1: Employees having a sexual harassment problem should, along with a Union representative, discuss such problem with the City Manager in an effort to try and resolve the problem. However, the fact that this obligation is not fulfilled shall not cause the employee to lose any right.

STEP 2: Upon receipt by the Union of a request in writing from the griever, the Union shall file the grievance at the last step of the grievance procedure, prior to arbitration. Grievances of this nature shall be treated in the strictest confidence by both parties.

STEP 3: Should the grievance not be solved at this step of the grievance procedure, the Union may then proceed to arbitration. Arbitration proceedings will be in the strictest of confidence and privacy.

It is further understood by the Union and the City that a discrimination and harassment free environment will exist in the work place. Therefore where proven harassment has been determined, appropriate disciplinary action or remedial action may result against the

perpetrator, which may include, but not be limited to a transfer, unless the victim requests such a transfer for him/herself.

## ARTICLE 7 - DISCIPLINE AND DISCHARGE

No employee shall be disciplined, suspended, or discharged without cause.

## ARTICLE 8 - GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation, misinterpretation, or misapplication of any provision of the labor agreement and/or valid signed side agreements.

An individual member of the bargaining unit may present an oral grievance to his/her department head with or without the assistance of the exclusive representative. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of this Agreement, nor set precedent without the knowledge and approval of the Union and the City.

Furthermore, in such cases where the grievant or the organization representing said grievant or grievance submits the issue to any other administrative or judicial venue for a decision, the grievance before the parties under the grievance procedure, shall be automatically stayed until the remaining venue(s) have rendered a decision. Said decisions shall be incorporated into the resolve of any stayed grievance.

A grievance to be considered under this procedure must be initiated in writing to the Department Head within seven (7) business days after cause for complaint arises, or the union has knowledge of the cause for complaint. The written statement of the grievance shall contain a brief summary of the alleged violation, a reference to the Provision of this Agreement which is believed to have been violated, and the remedy requested. If in the judgment of the Executive Committee of the Union a grievance affects a group or class of employees, such grievance may be submitted in the name of the Chief Steward of the Union.

If a grievance is not presented within the time limits set forth above, it shall be considered abandoned. Failure at any step of this procedure to communicate a decision within the specified time limits shall be considered the same as the denial of the grievance. Failure at any step to appeal within the specified time limits shall be considered abandonment of the grievance. The time limits specified at any step may be extended by mutual agreement in writing between the parties.

Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during business hours, all persons who participate shall be excused without loss of pay for that purpose.

The Chief Steward or unit steward shall be permitted the reasonable time without loss of pay to investigate and process grievances provided she/he has informed his/her Department Head. Reasonable time shall mean and intend time to investigate the basic issues in a pending case, as scheduled with the department head, but not excessive time away from completing their regular duties.

Step 1: The department head shall hold a hearing within seven (7) business days of receipt of the written grievance and shall render a decision no later than seven (7) business days following the hearing.

If the grievance is not resolved at Step 1, an appeal may be filed with the City Manager in writing within seven (7) business days of the receipt of the decision at Step 1.

Step 2: The City Manager shall hold a hearing within fourteen (14) business days of receipt of written grievance and shall render a decision no later than ten (10) business days following the hearing.

If the decision of the City Manager does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notified the City Manager of such request within ten (10) business days of receipt by the Union of the City Manager's decision.

Step 3: Both parties agree that should arbitration be required, the selection of the arbitrator, by mutual agreement, would be made from the list as provided in Exhibit A of this agreement. If the parties mutually agree to a name on the list, then they will file with the New Hampshire Public Employees Labor Relations Board a request to have the arbitrator named to the case. If the parties cannot arrive at a mutually agreeable name from the list, then the parties agree to file for arbitration with the American Arbitration Association who shall submit a panel of arbitrators in accordance with its rules. Then the parties agree that they shall either mutually agree to a selection of an arbitrator from the AAA panel or absent of a mutually agreeable selection, the parties agree to the AAA selection of an arbitrator, who on the scheduled date shall meet with the parties for the arbitration. The arbitrator will follow all PELRB/AAA rules and regulations.

The costs of arbitration shall be borne by the party against whom the arbitrator rules, and the arbitrator shall state which party that is in his/her decision.

The decision of the arbitrator shall be rendered within twenty (20) days after the hearing date and shall be final and binding.

The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or the vested functions and responsibilities of the parties to this agreement.

The arbitrator shall have no power to change any practice, policy, or rule of the City unless such practice, policy, or rule is in violation of a specific Article and Section of this Agreement.

The arbitrator shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by the Agreement.

The arbitrator shall only have the authority to pass on a grievance referred to him as prescribed herein based upon the evidence presented to him at the hearing.

If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, the arbitrator shall first proceed to receive information on such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

## ARTICLE 9 - LEGAL PROTECTION

The City shall undertake to defend, pay, and shall indemnify and save harmless any member from any claim, judgment, demand, or suit arising out of any act or omission to act of any member for personal injury, including death, or damage to property, while the member is engaged in the performance of his/her duties and employment on behalf of the City.

## ARTICLE 10 - SENIORITY

Section 1: There shall be two types of seniority:

A. Departmental Seniority: defined as the most recent date of assignment to a department;

B. City Employment Seniority: defined as an employee's continuous length of service with the City from the date of hire

Section 2: Seniority shall prevail, after qualifications (essential skills), in matters concerning layoffs and rehiring. City seniority shall determine the accrual and selection of vacation time.

Qualified and available regular members shall be reinstated before new members are hired. On recall from layoff, a member shall notify the City of his/her intention to return to work within ten (10) calendar days of the City's notification to do so, and must return to work within fifteen (15) calendar days of the City's notice, otherwise, he/she shall be considered to have resigned their employment with the City. The obligation of the City to notify a former member shall not

exceed beyond two (2) years from date of layoff. It is the responsibility of the member to notify the City in writing of any changes in address. Written notice, by mail, shall be given by the City to the last known address which will be deemed proper notice. The postmark shall be considered the official date of notification. A courtesy copy of this notice will be forwarded to the local union representative.

Section 3: Qualifications (essential skills) and departmental seniority shall be considered in matters concerning promotions and transfers.

Section 4: No member shall have the right to replace another member in any position by virtue of departmental or city seniority alone. In the event of a permanent lack of work or layoff in any position, qualifications and seniority shall be considered for decision of transfer and replacement.

Section 5: A member shall continue to accrue seniority during an authorized absence caused by illness or injury resulting in temporary disability.

## ARTICLE 11 - PERMANENT VACANCIES

All vacancies, new jobs, or positions covered by this bargaining unit shall be posted on all bulletin boards of City departments within five (5) working days of a City decision to fill the position. The posting shall remain on the bulletin boards for a period not less than ten (10) working days and include the job title, rate of pay, brief description of job, essential position skills, duties and responsibilities. Only those members who make application during the posted period will be considered for the job.

The City shall fill job vacancies based on skills, ability, experience and other work-related factors.
Vacancies will be filled subject to the above and in the following order:

(a) By Recall - when applicable – in accordance with Article 14, Layoff & Recall.
(b) By merit

Members who are promoted or transferred from one job to another shall have a promotional probationary period of sixty (60) days and shall be compensated during this time at a job rate equivalent to the rate of pay for the new position. Said rate shall be considered the promotional probationary rate for that new position or transfer. Prior to the completion of this promotional probationary period, the department head shall evaluate the performance of the member in writing and review this performance with the employee.

A member promoted or transferred who fails to satisfactorily complete their promotional probationary period shall be returned to their former job. A member who is displaced as a result of their bump back shall, himself, bump back in the same manner. A Member bumped back under the above conditions will be carried at the rate of pay of their former job.

New employees hired into vacant positions shall receive the entry-level rate of that position (see Base Pay Schedule in Article 26 - Wages). Said rate shall be considered the probationary rate for that position. Upon successful completion of the probationary period, the employee will be entitled to a 1% wage increase; upon completion of 30 months of service, the employee will be entitled to a 1% wage increase; and upon completion of 50 months of service, the employee will be entitled to a 1% wage increase. The above service increase shall also apply to members with less than 50 months of service who promote or transfer to vacant positions. The employee will also be subject to any other general wage improvements negotiated in the contract.

## ARTICLE 12 - TEMPORARY VACANCIES

When the City determines that a vacancy should be filled on a temporary basis, the members shall be given the opportunity to fill that vacancy. When a member, other than for training purposes, temporarily fills a vacancy and thus serves in a job assignment higher than his/her own job classification which results in their taking an acting role for a position other than their existing job classification, or when a member works in an acting role that requires greater responsibility than their regular classification, that member will be temporarily compensated (during the period that they are "acting") at a rate of pay that is half-way between the pay rate of the vacant position or the position requiring greater responsibility and their original position. For those members who take on additional tasks regularly associated with another temporary vacant position but not assume the position itself shall be subject to some additional improvement so long as they continue with the additional tasks. This shall only occur under extenuating circumstances.

## ARTICLE 13 - PROMOTION OUTSIDE THE BARGAINING UNIT

A bargaining unit member in good standing who promotes to a City position outside the bargaining unit shall continue to accrue seniority with the bargaining unit for a period of six (6) months and may be returned or may elect to return within six (6) months of said promotion to his/her original position in the bargaining unit, without loss of seniority.

Where a regular City employee is promoted into the bargaining unit, they will be subject to the sixty (60) day promotional period defined in "Article 11- Permanent Vacancies" rather than the six (6) month probationary period of new employees.

## ARTICLE 14 - LAYOFF & RECALL

Section 1: In the event of a lay-off, employees shall be laid off in the order of their

departmental seniority beginning with the least senior employee in each job classification. It is understood that an employee retained must be qualified to perform the available work, or the least senior employee in the job classification may not be laid off.

Reductions of personnel within a department shall occur initially by departmental seniority. Displaced employees will go to the next lowest classification within their department before being reassigned to other departments.
Displaced employees may be reassigned based upon their qualifications and City seniority to fill or bump other full time positions within the bargaining unit.

Regular full-time employees may then displace entry level and temporary/part-time employees and maintain their regular employee status during this time with benefits reflecting their actual work week. Regular employees shall maintain reassignment rights to regular positions in their former department within the bargaining unit for twelve (12) months.

Employees on reassignment may continue to accrue department seniority until they successfully bid into another department or they refuse an opportunity to return to their original department.

Displaced employees who have not been reassigned based upon the lack of qualifications and City seniority will be laid off.

Section 2: In the event of a recall employees shall be recalled in the reverse order of lay-off, in each job classification provided the employee(s) is qualified to perform the job available. No new regular employees shall be hired until all laid off regular employees have been given the opportunity to return to work, providing they are qualified. Laid off regular employees shall maintain recall rights for a period of up to one year.

Section 3: In the event a laid-off regular employee is re-employed by the City in the same or other position within the recall period, then the City may, on recommendation of the Department Head to the City Manager and approval by the City Manager, credit that employee's original service (less the period of layoff) for continuous service, seniority and benefit purposes. This will be achieved by moving the employee's official hiring date forward by the amount of the period of the layoff, except that for NHRS purposes the hire date shall be that required by statute. In the event a laid-off probationary employee is re-employed in the same or other position within six months of the layoff, then the City may, on recommendation of the Department Head to the City Manager and the approval by the City Manager, credit that employee's original service (less the period of the layoff) for continuous service, seniority and benefit purposes in the same manner as for a regular employee.

# ARTICLE 15 - HOURS OF WORK

The regular hours of full-time positions shall be either thirty-five (35) hours per week divided equally over five (5) working days of seven (7) working hours and one (1) hour lunch period, Monday through Friday, or forty (40) hours per week divided equally over five (5) working days of eight (8) hours work and one (1) hour lunch period Monday through Friday, depending upon the department to which the Member is assigned and the requirements of the position.

Regular part-time personnel who work in excess of their regular part-time hours shall continue to receive their regular wage for work performed up to the regular work week (35 or 40 hours), after which they shall be subject to the accrual of compensatory time/overtime as indicated below.

The normal starting time shall be between 8 AM and 9 AM. Two (2) break periods of ten (10) minutes each shall be granted to all members each day on a scheduled basis through the approval of the Department Head.

The regular work week shall remain status quo, depending upon the department and the position to which the member is assigned. Job positions shall remain at their current number of hours and where the City has established the job position shall remain at the current number of hours. Both parties to this agreement have established time frames for the utilization of accumulated compensatory time, members of the Union agree to take all of their accumulated compensatory time within their respective time frames as follows.

General Membership - 90 days from accrual to usage
Asst Fire Chief & PWD Foremen - 150 days from accrual to usage
Engineering Asst - 200 days from accrual to usage

It is agreed by the parties to this agreement that all members must take any accrued compensatory time per their respective time frame above, unless unforeseen circumstances occur which would then require the member to receive approval for an additional time frame to take their time. If an individual does not utilize their compensatory time in the time frames above management will direct the member to utilize their accrued compensatory time and restrict the accrual of any additional time.

Compensatory time in lieu of any wage payments, except as noted for nurses, shall be accumulated for work that extends beyond the members regular work week. Compensation time would be accrued at a rate of 1:1.5 hrs for all work in excess of 40 hours up to 50 hours per week and from 50 hours plus paid at a rate of 1.5 X the hourly rate. (1:1 hrs for all work between 35 and 40 hours for a 35 hour regular work week), except as noted for nurses who shall be paid 1:1 for all hours worked from 35 to 40 hours, and from 40 to 50 hours 1:1.5 X the hourly rate, and from 50 hours+, compensatory time in lieu of a wage payment. Actual use of compensatory time shall be scheduled with the Department Head so as not to unreasonably impact the operations of that department. Utilization of all compensatory time shall be as per the language and time frames above.

It is further understood that the Nurses who are on-call will continue to receive both their standby allowance and payment for the delivery of their services, except as noted above.

The Chief Chemist, Assistant to the Engineer, Public Works Foremen, and Assistant Fire Chief, when on-call, will continue the standby allowance and/or other benefits for compensatory time accumulation as established by the department.

The standby allowance shall increase annually, July 1, based upon the CPI-W Schedule C.

## ARTICLE 16 - MAINTENANCE OF BENEFITS

The parties acknowledge that past practice is subject to the grievance/arbitration process.

The following are position specific benefits that have been carried into and continue in this contract:

Under this clause, the (1) Assistant Fire Chief currently receives: up to 90 days of sick leave accumulation; pager allowance at current department rate; clothing allowance at current department rate; and longevity payment at current department rate, as listed in job description for Assistant Fire Chief.

## ARTICLE 17 - LEAVE TIME

Sick Leave in Conjunction With Other City Benefits: All employees covered by this collective bargaining agreement who go on work-related or non work-related injury/sick leave, disability, maternal leave, or FMLA will not be able to receive in excess of 100% of their regular weekly wages or salary by collecting sick leave or vacation leave in conjunction with other City-provided benefits and/or insurances.

Procedures In Requesting Leave

a) Forms - An employee requesting a leave (vacation, personal, court/jury, military, employee sick, maternal, or FMLA) must complete and sign three (3) copies of a leave form obtained from the department head. A standard form shall be issued by each department. Department heads shall be the authorized approving authority for employees under their jurisdiction and, if needed, the final decision coming from the City Manager.

b) After approval of the leave by the approving authority, a copy of the leave form shall be distributed to the following: employee, department head, and employee personnel file (in the payroll department). At the beginning of each year, the Finance Department shall issue a report to each employee showing amounts of accrued vacation leave, compensatory time, accrued sick leave, and personal days.

Sick Leave - Each regular and probationary employee may earn one (1) working day per full

month of employment to use as sick leave. New employees shall accumulate but not be permitted to use accrued sick leave until the satisfactory completion of their probation.

a) Notification - In order to be eligible for paid sick leave, the employee shall notify the department head or his/her supervisor, at least one (1) hour before (or which is deemed reasonable for that department's operations) the time set for reporting for his/her regular duties. The employee shall notify the department head at least three (3) days prior to (or when informed by physician) hospitalization or home confinement due to medical reasons upon written instructions from a physician. More than three (3) days off requires a physician's authorization to return to work. In the event that sickness, hospitalization, or disability occurs so as to prevent the employee from notifying his department head in advance, he shall cause notification to be sent to the department head within 24 hours of said occurrence.

b) Sick Leave for Family Purpose - The granting of up to eight 1/2- days of sick leave with pay during the fiscal year shall be authorized when there is serious illness or an emergency situation involving a member of the employee's immediate family. Notice to the department head shall be sufficient for the first ½ day; anything longer requires City Manager approval. Anything longer than one day requires medical documentation. Whenever possible, medical appointments will be scheduled on off-duty hours or at a time to best accommodate departmental needs.

c) Sick Leave During Sick Period - Earned sick leave of one (1) day per month shall continue to accrue to any employee who is absent because of illness, remaining as an employee of the City and providing any required medical documentation.

d) Sick Leave to Accumulate - Each regular and probationary employee may accumulate earned sick leave on the basis of one (1) working day per full month of employment. Sick leave may be accumulated for a period up to but not exceeding ninety (90) days effective on signing.

e) Vacation Time as Sick Leave - The employees of the City may elect to use vacation time as sick leave upon the exhaustion of all accrued sick leave due the employee. Accrued sick leave shall not be used as vacation time.

f) Sick Leave and Personal Days - Employees who go six (6) consecutive months without the use of any sick leave time will earn one personal day which must be used, by prior authorization of the department head, within the next twelve (12) calendar months.

g) Donation of Sick Leave – In cases where an employee because of illness or injury has used up or is about to use up all of his/her accumulated sick leave, the City Manager may, where he/she determines that said employee has kept a good attendance record and a good work record, invoke this paragraph and authorize the start of the procedure for the donation by other interested City employees of sick days to said employee. The following provisions and restrictions shall be incorporated into any such restrictions or requirements he/she deems appropriate

at the time.

1. In order to be eligible to donate sick days, employees will have to have accrued at least (24) days of accumulated sick time as of the donation.

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

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

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

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

Special Leave Of Absence

a) A regular full-time employee may be granted a leave of absence without pay, subject to the approval of the Dept. Head, City Manager and City Council, for a period not to exceed one year, for such compelling reasons as travel or study calculated to equip the employee to render more efficient service to the City.

b) Such leave must be deemed to provide adequate value when measured against the obligation of the City to maintain a position open and/or to fill it temporarily until the return of the employee. Requests for such leave shall be submitted in writing, detailing the reasons for and duration of the requested leave. Said request must be received by the office of the City Manager no later than 60 days prior to the requested starting date of leave.

c) Any full-time employee granted a leave of absence without pay shall be entitled to restoration to duty at the same classification and at the pay rate currently in effect. The employee shall notify his respective department head in writing of his intention to return to work at least fourteen (14) days in advance of the day he intends to commence work.

d) Any employee who has taken a special leave of absence shall not accrue vacation days, sick days, and etc., for the period he/she was absent from work, but shall be permitted to carry group health insurance and group life insurance at the group rate and at their own expense.

Sick Leave Incentive - Any employee who does not use any sick leave during any twelve-month period, and has the maximum sick days accumulated, will be paid one day's pay. This amount shall be paid during the first half of the following month after which it has been earned.

Emergency Leave - Emergency leave may be granted by the City Manager for emergency purposes and authorized days of leave be charged to the employee's accrued sick leave or accrued vacation leave, whichever is appropriate at the sole discretion of the City.

Funeral Leave - Funeral leave shall be granted in accordance with the following and not be charged to the employee's accrued leaves:

| | |
|---|---|
| Spouse | 5 Days |
| Children | 5 Days |
| Parents | 5 Days |
| Brother/Sister | 5 Days |
| Mother/Father-in-law | 5 Days |
| Employee's Grandparents | 3 Days |
| Employee's Grandchildren | 3 Days |
| Spouse's Grandparents | Day of funeral |
| Brother-in-law/Sister-in-law | Day of funeral |
| Aunt or Uncle | Day of funeral |

Funeral leave shall be inclusive of any holiday(s) and weekends which may occur during the funeral leave period. Employees not expecting to work because of a death in the family must notify their supervisor as soon as possible.

Funeral leave for part-time employees shall be pro-rated.

Also under this article, the (1) Assistant Fire Chief, (3) Foremen in the Public Works Department, (1) Engineering Aid and (1) Chief Chemist shall continue to receive five (5) days funeral leave for brother/sister and mother/father in law as they are receiving now.

Court Leave

Jury Duty/Witness Requirements - Employees who are called for court duty of either nature shall be granted leave with pay at their regular hourly rate. Court compensation or fees shall be turned over to the City. However, any reimbursement of expenses shall be retained by the employee. Notice of service shall be filed with the department head upon receipt of summons.

Employees who are required to attend court for the benefit of the City of Berlin shall continue to receive their regular hourly rate and all related expenses from the City.
(Note: Employees are expected to return to work, in a timely fashion, whenever possible upon conclusion for all court related commitments.)

Military Leave

a) Any full-time employee who is a member of regular reserve components of the armed forces of the United States or the National Guard may be granted two weeks leave each year for active duty training. Upon presentation of the proper evidence, the

differential in pay between the employee's regular wages and the military pay will be paid by the City to the employees.

b) Entitlement - Any regular employee of the City of Berlin who is drafted, or is called into active duty with the Armed Forces of the United States of America for a maximum period of five (5) years plus any involuntary extension, shall be granted a leave of absence without pay.

c) Disabled Veteran - Any employee who becomes disabled by reason of his military service with the Armed Forces of the United States, and is unable to perform the duties of his former positions, shall be entitled to re-employment in his/her original job or a comparable position must be made available to him/her by the employer unless business necessity makes this impossible or unreasonable.

e) Notification of Military Commitment - Upon notification from the United States Government to report for duty in the Armed Forces, the employee shall notify his department head in writing and request a leave of absence without pay.

f) Notice of Return to Employment - Any employee who has been on leave of absence from the City to serve in the Armed Forces of the United States, and who desires to return to the employment with the City of Berlin, shall, not less than thirty (30) days prior to his release or discharge, submit a request for re-employment.

g) Restoration to Employment - Upon an honorable or general discharge from the Armed Forces of the United States, the employee shall be restored to duty at the same classification, accumulate seniority status, and be allowed to participate in the fringe benefit program of the City as though their employment had not been interrupted by military service. In addition, the employee shall be paid at the pay rate then currently in effect for their position classification.

Union Leave

Union representatives shall be granted leave with full pay, for specifically dealing with matters pertaining to Union obligations and matters, as they relate to this bargaining unit, and inclusive of negotiations.

Leave – Maternity And Paternity

While there is no special benefit known as maternity or paternity leave, as provided in Federal Law, no pregnant female employee shall be deprived of the ability to utilize accumulated leaves such as Sick Leave, Vacation, Comp. Time, or Personal Time for which she would otherwise be eligible. Male employees who are expectant fathers may use Vacation, Comp. Time or Personal Time in connection with a newborn in their family. In addition, both parents are eligible for FMLA as provided below.

Leave - FMLA

All employees determined to be eligible under the guidelines set forth by the federal Family and

Medical Leave Act of 1993 (FMLA) will be provided the option of taking up to twelve (12) weeks of unpaid, job-protected leave within a twelve (12) month period for certain family and medical reasons defined as follows: to care for the employee's child after birth, or placement for adoption/foster care; to care for the employee's spouse, son or daughter, or parent, who has a serious health condition or for a serious health condition that makes the employee unable to perform the employee's job.

The twelve (12) month period used to determine eligibility and amount of FMLA leave available is measured backward from the date an employee requests FMLA leave to begin.

Intermittent or reduced-schedule FMLA leave will be allowed when medically necessary; intermittent or reduced-schedule FMLA leave for the birth or adoption/foster placement may be granted by the City at its discretion. Such leave will be figured to the nearest quarter hour. During intermittent or reduced schedule FMLA leave, the City continues to reserve the right to temporarily transfer the employee to an available alternative position with equivalent pay and benefits.

All FMLA leave will be unpaid.

All earned City benefits will cease to accrue upon commencement of FMLA leave. Employees returning from FMA leave on an intermittent or reduced schedule will have said benefits restored on a prorated basis.

The City will continue its contribution toward group health insurance and dental insurance as defined herein. Any dollar amount and/or percentage employee contribution required will apply.

The employee must give advance written notice or intent to use FMLA leave to his/her supervisor (30 days, if foreseeable); and the employee must provide the City with written medical certification of serious health condition.

The employee must provide the City with a fitness for duty report in order to report back to work after FMLA leave for the employee's serious health condition.

If the employee does not return to work after FMLA leave or if the employee returns to work for a period of less than thirty (30) days, the City reserves the right to demand reimbursement of any health insurance contributions it made on behalf of the employee during FMLA leave.

# ARTICLE 18 - VACATIONS

Employees shall be granted vacation accrual and utilization in each calendar year without loss of pay. Such vacations shall be computed in the following manner:

| Years Of Completed Service | Paid Vacation(Weeks) |
|---|---|
| 1 | 2 |
| 6 | 3 |

| | |
|---|---|
| 12 | 4 |
| 17 | 5 |
| 24 | 6 |

Employees hired after July 1, 2012 shall be granted vacation accrual as follows:

| Years of Completed Service | Paid Vacation (Weeks) |
|---|---|
| 1 | 2 |
| 6 | 3 |
| 12 | 4 |
| 17 | 5 |

Part-time employees shall receive pro-rated vacation accrual.

Employees may take their vacation in non-consecutive parts, but not less than one (1) day at a time.

In the event a paid holiday falls during the vacation period of a member, the City shall compensate the member with an extra day.

Employees shall be entitled to select the first two (2) weeks of their vacation according to their City seniority. After the senior employee has made his/her selection, the employee next in line in seniority shall then be given his/her choice to select two (2) weeks of his/her vacation. Thereafter, employees with the most City seniority shall then be entitled to select the balance of their vacation time in accordance with the staffing levels of the department. This procedure shall continue until April 15, after which any employee may select additional weeks of vacation on a first-come first-served basis.

Employees, for reasons of sickness or injury occurring prior to the scheduled start of a vacation, may cancel such vacation and may reschedule said vacation for any dates left open on the vacation list. However, any employee who cancels his vacation because of sickness or injury shall not reschedule his/her vacation until the vacation list has been completed in its entirety by all other employees. Such rescheduling shall not interfere with vacations already scheduled, regardless of seniority. An employee injured (on or off the job) who has vacation scheduled between the date of said injury and the end of the calendar year, and who, because of said injury cannot take the remainder of his/her vacation by the end of the same calendar year, is required to take the balance of vacation time due, no later than February 15 of the following year or at the next available time(s) as scheduled by the department head, whichever occurs first, after which the vacation time will be lost and non-compensable if not so taken as per the above.

Employees who return to work before the end of the year, but because of existing vacation schedules no vacation slots are available, are required to take the balance of their vacation time due, no later than February 15 of the following year or at the next available time(s) as scheduled by the department head, whichever occurs first, after which the vacation time will be lost and non-compensable if not so taken as per the above. Employees who do not avail themselves of any remaining and available vacation slots in the same calendar year of their return will lose the opportunity of any vacation carry-over nor will they be compensated for the lost vacation time.

In all cases above, employees qualifying for and availing themselves of vacation carry-over into the following calendar year may do so, but first must await the first two week vacation bid selections for employees seeking regular vacation time within the new year.

Vacations with pay are intended as a period of rest and relaxation, and no employee shall be allowed to work for the City during his/her vacation to receive extra pay.

## ARTICLE 19 - PAID HOLIDAYS

The employees shall be entitled to receive pay for the holidays as herein established and computed on the regular base pay rate of the employees.

In the event work is required of any employee on any of the scheduled holidays, the employee shall be paid at a rate of time-and-one-half for all hours worked on said holiday. In no case shall the time-and-one-half pay be equal to less than seven (7) hours, eight (8) hours where applicable, plus their regular holiday pay. (At no time may other contractual clauses be stacked to allow for a greater benefit than what is said above.)

If an employee takes earned vacation during a period which included a holiday, the employee shall receive an extra day of vacation.

In order to be eligible for holiday pay, the employee must work his/her regular work day prior to and following a holiday, unless the employee is on legitimate leave or vacation.

If any holiday falls on a Sunday, the following Monday shall be considered the holiday. If the holiday falls on a Saturday, the preceding Friday shall be considered the holiday.

The following shall be considered paid holidays:

New Year's Eve (1/2 day)
New Year's Day
Civil Rights Day
Presidents' Day
Good Friday (1/2 day)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (1/2 day)
Christmas Day

NOTE: Also under this article, members shall continue to have during the life of the contract, the ability to choose one-half day off either on Christmas Eve day or New Years Eve day, upon scheduling by the department head.

# ARTICLE 20 - SAFETY AND HEALTH

1. The City agrees to follow applicable state and federal laws that apply to safety and health.

2. The City will, for the Foreman positions, provide safety shoes, disposable coveralls and any other safety gear required for the job. Foremen shall be required to use this safety gear as directed by the Department.

# ARTICLE 21 - PROFESSIONAL DUES & MEMBERSHIPS

The City shall pay all professional dues, memberships, and/or licensing fees of all members to the extent that said dues, memberships, and/or licensing fees are required for their continued employment with the City. The City shall continue to pay all professional dues, memberships, and/or licensing fees that it is currently paying; however, the member shall reimburse the City for all dues and fees paid on behalf of the member should the member leave the employment of the City within 90 days of payment.

# ARTICLE 22 - EDUCATIONAL REIMBURSEMENT

Section 1: The following educational reimbursement policy will apply to all members:

Section 2: The City agrees to provide reimbursement to Members who complete approved courses relating to their current employment or as part of an approved career development program which are subject to the approval of the City Manager.

Section 3: The City shall pay one hundred percent (100%) of the costs of such courses, not to exceed $400 per member per fiscal year.

Section 4: Courses must be approved in advance by the respective Department Head and the City Manager as meeting the requirement that the course is related to the Member's job, role, or as part of a career development program.

Section 5: Once a course has been approved as meeting the requirements set forth above, an advance will be made to the Member of one-half (1/2) the cost of tuition and books, not to exceed two- hundred dollars ($200.00). The final balance up to two-hundred dollars ($200.00) shall be paid only upon the presentation by the Member of a completed course grade of a "B" or greater. Courses and programs graded on a "pass/fail" system shall be paid upon the presentation of a final "pass" grade. Failure to attain a passing grade will result in a member reimbursing the City for the total amount paid to date.

Section 6: Approval for courses and training will be based upon the standards as established by the City to assure the relevancy of the work that the Member's position and role requires, the number of the Member's applying, and funds available.

## ARTICLE 23 - TECHNOLOGICAL CHANGE

In the event the City intends on making technological changes in its operations, a courtesy notice is to be forwarded to the Union. The notice shall be sufficient to permit the Union to evaluate the impacts of the changes and upon request by the Union, the City shall promptly meet with the Union and negotiate only those impacts subject to negotiations.

The parties recognize their obligation to bargain over significant changes in working conditions and other terms of employment.

## ARTICLE 24 - SUBCONTRACTING

Definition: The contracting of services for the performance of work duties normally performed by the Bargaining Unit employees.

Section 1: Notice: At those times that the City determines that it will contract work to outside vendors and contractors that is considered work performed by the Bargaining Unit, the City agrees to notify the Bargaining Unit fourteen (14) days prior to the posting of the advertisement for such contract work. If it is not posted for bidding, then the City agrees to provide the same notification at least 14 days before the City contacts any vendors from whom they may seek proposals. This notification shall not apply to work which must be done on short notice because of emergencies and extenuating circumstances, or where there is no diminishing of the terms and conditions of employment. Said notice shall include a description of the contract work and expected impacts to current positions and staffing.

Upon request by the Union, the City agrees to meet at a mutually agreeable time and place to discuss and explain the impacts to the Bargaining Unit personnel. Said meeting shall be during the normal work day.

Section 2: Competing Proposal: The Union, like any vendor or contractor, may submit a bid proposal in writing to the City within the advertised deadlines. Any decision to award the contract shall be based upon standards that the City determines to be relevant to the purpose for contracting out.

Section 3: Impacts of Contracting: When the City awards a contract for work that impacts the bargaining unit members, the City shall abide by the Collective Bargaining

Agreement (CBA) to assure that personnel are given all rights and privileges as spelled out in the appropriate sections of the CBA. Should the Union disagree with the City's compliance with the CBA, the Union may exercise its rights under the grievance section of the CBA.

## ARTICLE 25 - INSURANCE

Effective December 1, 2009, the City will pay 80% of the premium for the Anthem Blue Cross/Blue Shield Point of Service (POS) health insurance plan provided through the NHMA, or such other plan as is mutually agreed upon, to eligible bargaining unit members. Effective July 1, 2012, the City will pay 80% of the premium for the LGC MTB10IPDED$10/20/45 $250/$750 health insurance, or such other plan as is mutually agreed upon, to eligible bargaining unit members. An eligible bargaining unit member desiring coverage beyond the then current level being provided by the City to bargaining unit members must pay the additional costs beyond the City provided level. Employees will pick up 20% of the premium cost through payroll deduction.

Retirees will be given the opportunity to choose which health insurance plan they want to maintain, so long as the plan remains with the NH Health Trust.

BUYOUT - any employee covered by the medical insurance may elect annually in the preceding November to waive their right in writing to any city-provided medical insurance coverage, providing they demonstrate having other medical/health insurance. When so elected in writing, the city shall make a payment of $1100 in two installments, January and July, so long as they remain a regular full-time employee. $1100 will be considered the minimum buyout payment. If more than two employees in the bargaining unit take advantage of the buyout, then the amount of the buyout will be increased by $650 for each additional employee beyond two in the bargaining unit who utilizes the buyout. However, in no case will the amount of the buyout payment exceed the cost of the single family plan. Conversely, if the number of employees in the bargaining who utilize the buyout drops, then the amount of the buyout will be reduced by $650 for each employee who no longer utilizes the buyout. However, in no event will the amount of the buyout drop below $1100. Any payments made above shall be pro-rated to determine if the employee is due any further payment or is required to make a refund for such payment, to be reconciled in their final paycheck. Said payments above shall be subject to regular pay taxes and deductions as earned income.

A/S insurance: the City shall provide at its expense an A&S policy equal to 2/3 of regular weekly wages to a maximum of $300.00 weekly for 52 weeks.

Life insurance (AD&D): The City shall provide Life (AD&D) insurance at its expense:

| Employee group | Life/AD&D | employee pays add'l |
|---|---|---|
| Support staff | $15,000 | up to $15,000 |

| | | |
|---|---|---|
| Supervisory | $20,000 | up to $20,000 |

Any employee electing to purchase additional insurance up to their categorical maximum must do so in increments of $5,000.

# ARTICLE 26 - WAGES

Section 1.

The following shall be pay changes occurring during this Agreement as defined in the Pay Schedule below:

Pay Schedule

| Bargaining Unit Member | Position | Hourly Rate eff 3/11/12 | Hourly Rate eff 3/12/12 | Hourly Rate eff 7/1/12 |
|---|---|---|---|---|
| Warren, Susan C | Asses. Coord/Dep. CC | 17.83 | 18.30 | 18.63 |
| Croteau, Natalie | Secretary PT | 12.09 | 12.56 | 12.89 |
| Lavoie, Lucille C | Account Clerk | 12.50 | 12.97 | 13.30 |
| Florence Fitzmorris | Account Clerk | 12.22 | 12.69 | 13.02 |
| Sanschagrin, Beverly | Secretary P.T. | 11.35 | 11.82 | 12.15 |
| Danielle Warner | Account Clerk | 11.86 | 12.33 | 12.66 |
| Pelletier, Sharon | LPN FT | 14.27 | 14.74 | 15.07 |
| Leighton, Yvette C | Nursing Supervisor | 22.82 | 23.29 | 23.62 |
| Gagnon, Rita | LPN PT | 14.27 | 14.74 | 15.07 |
| Sirois, Lorraine | LPN PT | 14.23 | 14.70 | 15.03 |
| Bunnel, Mike | RN FT | 18.40 | 18.87 | 19.20 |
| Bennett, Thomas | RN FT | 18.40 | 18.87 | 19.20 |
| Godin, Kathy | Library Clerk FT | 11.20 | 11.67 | 12.00 |
| Pam Luckern | Library Clerk FT | 10.97 | 11.44 | 11.77 |
| Neal, Maria | Librarian PT | 10.87 | 11.34 | 11.67 |
| Denise Goulet | Librarian PT | 11.07 | 11.54 | 11.87 |
| Findsen, Alison E | Secretary | 12.04 | 12.51 | 12.84 |
| Miller, Ted | Chemist | 20.87 | 21.34 | 21.67 |
| Belanger, Dan | Shop Foreman | 20.01 | 20.48 | 20.81 |
| Couture, Lucien | Foreman | 20.01 | 20.48 | 20.81 |
| Roy, Gary D | General Foreman | 20.01 | 20.48 | 20.81 |
| Gagnon, Jan | Account Clerk | 11.86 | 12.33 | 12.66 |
| Davis, Kristia | Account Clerk PT | 12.09 | 12.56 | 12.89 |
| Martin, Joe | Building Inspector | 18.84 | 19.31 | 19.64 |
| Devoid, Ron | Building Inspector PT | 18.67 | 19.14 | 19.47 |
| Tremblay, Elaine | Senior Clerk | 14.46 | 14.93 | 15.26 |
| Bartoli, Kim | Secretary | 11.86 | 12.33 | 12.66 |
| Thaddeus Soltys | Asst. Fire Chief | 27.20 | 27.67 | 28.00 |

The 1% increases called for in Article 11, Permanent Vacancies, continue to apply to eligible

employees. Also in accordance with Article 11, new employees will be hired in accordance with the Base Pay Schedule below:

Base Pay Schedule

| Position | Hourly Rate eff 3/11/12 | Hourly Rate eff 3/12/12 | Hourly Rate eff 7/1/12 |
|---|---|---|---|
| Asses. Coord./Dep. CC | 17.30 | 17.77 | 18.10 |
| City Clerk Assistant | 11.74 | 12.21 | 12.54 |
| Clerk Typist | 10.27 | 10.74 | 11.07 |
| Library Clerk | 10.76 | 11.23 | 11.56 |
| Acct. Clk/Sec. | 11.74 | 12.21 | 12.54 |
| Sr. Acct. Clk/Lib. Sup. | 12.48 | 12.95 | 13.28 |
| Acct./Asst. Comptroller | 16.72 | 17.19 | 17.52 |
| Nurses (LPN) | 13.86 | 14.33 | 14.66 |
| Nurses (RN) | 18.04 | 18.51 | 18.84 |
| Nurses Supervisor | 19.38 | 19.85 | 20.18 |
| Engineering Assistant | 17.40 | 17.87 | 18.20 |
| Building Inspector | 18.29 | 18.76 | 19.09 |
| Asses. Off. Sup. | 13.34 | 13.81 | 14.14 |
| Foreman | 20.01 | 20.48 | 20.81 |
| Shop Foreman | 20.01 | 20.48 | 20.81 |
| Sewer Foreman | 20.01 | 20.48 | 20.81 |
| Chemist | 16.93 | 17.40 | 17.73 |
| Assistant Fire Chief | 26.93 | 27.40 | 27.73 |

Section 2:

Notwithstanding the schedule of wages called for in this agreement, the parties agree that the City may at any time during the course of this agreement adjust the pay of any job classification or job classifications in the bargaining unit in an upward manner only. The City may do this if and when it determines that the pay level of any job classification(s) is not sufficient to attract qualified employees and needs such an upward adjustment to be competitive.

Section 3:

Longevity Pay -- Effective with the signing of this agreement, a bargaining unit member who has completed seven (7) through fourteen (14) years of service as of July 1, 2011, shall receive, in addition to all other compensation, three hundred seventy five dollars ($375); upon completion of fifteen (15) through twenty-four (24) years of service, four hundred fifty dollars ($450); and upon completion of twenty-five (25) or more years of service, five hundred twenty-five dollars ($525). Subsequently, payments will be made in a lump sum and once a year only during the month of July. On June 30, 2013, the longevity amounts will be increased by $100 to $475 for years seven (7) through fourteen (14); by $100 to $550 for years fifteen (15) through twenty-four (24); and by $100 to $625 for years twenty-five (25) and beyond. 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. It is the intent of the parties that regular part-time employees receive this longevity pay on a pro-rata basis calculated as follows: Multiply the percentage created by dividing the part-time employee's normal weekly hours by 35 hours times the full-time benefit.

# ARTICLE 27 - SEPARATION FROM EMPLOYMENT

Employees who leave the service of the City for any reason listed below shall receive all pay, including pay for compensatory and vacation time, due them with the following stipulations:

a) Resignation: All unused vacation leave accrued and providing the employee provides at least two (2) weeks notice of intent to leave to the department head in writing, he/she shall receive unused accrued sick leave per the following:

| Years of Service | % of Sick Leave |
|---|---|
| 10 - 14 | 30% |
| 15 - 19 | 50% |
| 20 - 24 | 70% |
| 25 + | 100% |

b) Layoff: At the conclusion of the layoff/recall period the City shall pay to the severed employee sick leave as per the above schedule.

c) Termination: All unused accrued vacation leave will be paid to the employee.

d) Death: All unused accrued vacation leave plus all unused accrued sick leave shall be paid to the employee's spouse or designated retirement beneficiary.

e) Retirement: All unused accrued vacation leave plus all unused accrued sick leave shall be paid to any employee who retires from the City's employ and has applied for and received authorization for retirement benefits through any of the City's retirement plan.

f) Extension of Benefits: Any employee subject to separation under a, b, c, and d, is entitled to receive extended health benefits as per COBRA Law, at the group rate premium and at their own expense. Arrangements must be made with the Comptroller prior to separation.

g) Employees having a minimum of ten (10) years of service with the City and who have attained the age of sixty-two (62) upon retirement will have paid health insurance until the 65th birthday only. Spouses and/or dependents may be carried on the Group, at their own expense. Employees upon attaining the age of 65 may remain on the City's group health insurance at their own expense. Employees under age sixty five (65) and with less than ten (10) years of service will be covered per COBRA Law only.

h) A deceased retiree's spouse and/or dependents may continue with the City's health insurance program, at their own expense, until such time as they terminate their participation in the plan.

i) Effective July 1, 2006, the City will pay each employee who retires, resigns or otherwise leaves City service in good standing, a one-time severance longevity payment based upon the completed years of service by the employee at a rate of $150 per year. To be eligible, the employee must have completed at least ten (10) years of continuous service to the City.

## ARTICLE 28 - PENSION

All eligible positions covered by this contract shall be covered by the New Hampshire Retirement System.

## ARTICLE 29 - SEPARABILITY

In the event that any provision to this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or through Government Regulations or Decree, such decision shall not invalidate the entire Agreement, it being the express intentions of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall be in effect on signing and shall remain in effect and full force until June 30, 2013 inclusive, and from year to year thereafter until terminated. It may be terminated at the end of the contract duration period or at the end of the contractual year thereafter by written notice via certified mail by either party at least thirty (30) days prior thereto upon the other party.

# EXECUTION OF CONTRACT

Having reviewed the above elements of the Collective Bargaining Agreement, the undersigned do hereby execute this agreement on this, the 12th day of March, 2012.

**For OPEIU Local #6**

Robert Manning, Business Manager

Dick Russell, Senior Business Agent

Ted Miller, Chief Steward

Lucille C. Lavoie

Yvette Leighton

Lucien Couture

**For City of Berlin**

Patrick MacQueen, City Manager

## ***EXHIBIT A – LIST OF ARBITRATORS***