

Date: 5/01/12

On motion of Ald. Ludwig

Seconded by Ald. Shaw

Voted to ratify and confirm.

Patricia Normand City Clerk

Health

CONFIDENTIAL

Contract extended 2015

3/30/2012

AFSCME Tentative Agreement
Cost Summary
(Savings) / Costs

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Total</u>
Health Insurance				
Plan Design	(519,300)	-	-	\$ (519,300)
Employee Contribution	(292,271)	(119,018)	-	\$ (411,289)
	\$ (811,571)	\$ (119,018)	\$ -	\$ (930,589)
New Hire Plan **	\$ (4,980)	\$ (4,980)	\$ (4,980)	\$ (14,940)
Opt - Out Payment				
Cost ***	32,500	-	-	\$ 32,500
Savings	(37,500)	-	-	\$ (37,500)
Retirement Incentive				
Cost (3 each year)	39,000	39,000	39,000	\$ 117,000
Savings - Salary	(30,000)	(30,000)	(30,000)	\$ (90,000)
COLA at 1%	-	136,689	140,213	\$ 276,902
Vacation				
				\$ -
Pension / Social Security / Medicare (26.7%) ****	8,677	36,495	37,436	\$ 82,608
	7,697	177,204	181,669	\$ 366,570
	\$ (803,874)	\$ 58,186	\$ 181,669	\$ (564,019)

Note: AFSCME includes Highway, Health, Parks & Recreation, EPD and Facilities
 ** Assumes 3 per year to replace retirements.
 *** 13 AFSCME currently opt-out at \$1,500. Assume 3 additional opt-out for a total of 16.

AFSCME HEALTH DEPARTMENT

Unless otherwise specified the provisions of this agreement shall become effective July 1, 2012.

1. ARTICLE 7 WAGE RATES:

Replace the current paragraphs 7.1, 7.2 and 7.3 with the following new paragraphs 7.1, 7.2 and 7.3.

7.1 Effective July 1, 2012, the Salary Schedule shall be increased by two and one half percent (2.5%).

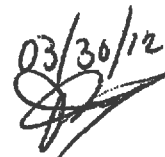
7.2 Effective July 1, 2013, the Salary Schedule shall be increased by one percent (1.0%).

7.3 Effective July 1, 2014, the Salary Schedule shall be increased by one percent (1.0%).

2. ARTICLE 22 HOSPITAL/MEDICAL INSURANCE

Replace the current paragraph 22.1, 22.2, 22.3 and 22.5 and the Memorandum of Understanding dated April 27, 2010 and the Letter of Clarification dated July 28, 2010 with the following new paragraph 22.1, 22.2 and 22.3.

22.1 Effective July 1, 2012, bargaining unit members will have the option to enroll in the BlueChoice New England POS Plan on a voluntary basis in which case the City will pay eight-seven and one-half percent (87.5%) of the single, two-person or family premium or in the Access Blue New England Plan, in which case the City will pay up to eighty-seven and one-half percent (87.5%) of the single, two-person or family premium.

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Effective July 1, 2013, the City will pay 85% of the premium for the Blue Choice New England POS Plan or the Access Blue New England Plan.

The following co-pays will apply to both the BlueChoiceNew England POS Plan and the Access Blue New England Plan:

- Office Visit - \$20.00
- Specialist Visit - \$20.00
- Chiropractic - \$20.00
- Emergency room visit - \$150.00
- Inpatient care, Outpatient surgery, skilled nursing or rehab facility - \$100/\$200 co-pay (single/2 person or family)
- Prescriptions other than mail order (one month supply) - \$10/\$30/\$50 (Generic, Preferred, Premium)
- Mail order prescriptions (three month supply) \$20/\$60/\$100 (Generic, Preferred, Premium)

Bargaining unit members hired on or after ratification who are eligible for Health Insurance the City shall pay 80% of the premium. The BlueChoiceNew England POS Plan and the Access Blue New England Plan will have increased co-pays \$250/\$500 (single/2 person or family) for inpatient care, outpatient surgery, skilled nursing and rehab facilities.

The City may offer a high deductible health insurance plan accompanied by the establishment of a Health Savings Account (HSA) for each enrolled bargaining unit member with a present contribution of \$1,500.00 for an individual and \$3,000.00 for a two person or a family plan. The City retains the right to set the

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annual City contribution and shall each year prior to the open enrollment period disclose any changes to high deductible benefit plan and/or its contribution to the HSA or continuation of the HSA in the following fiscal year. Effective July 1, 2012 for Bargaining unit members availing themselves of this option the City shall pay 87.5% of the premium. Effective July 1, 2013 the City shall pay 85% of the premium. Bargaining unit members will be charged on the basis of a single, two person or family plan irrespective of the single, two person or family plan designation in the plan itself.

22.2 To a bargaining unit member who elects not to receive coverage under any City health insurance plan the City shall pay \$4,000.00 annually in lieu of health insurance coverage. The City shall make said payment in two equal payments of \$2,000.00. The first payment, in arrears, will be made in January/February and the second payment, in arrears will be made in July/August. Bargaining unit members who encounter a qualifying event so as to make them eligible for enrollment in the City's health insurance plans during either six month period will receive a pro rata amount based on the next \$2,000.00 payment. Bargaining unit members will be able to enroll in the City health plans notwithstanding a qualifying event in the annual open enrollment period.

22.3 It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers provided that the benefits are not decreased and the costs to bargaining unit members do not increase above those percentages set for the in paragraph 22.1.

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3. ARTICLE 16 BEREAVEMENT LEAVE

Replace the current paragraphs 16.1 and 16.2 with the following new paragraphs 16.1 and 16.2.

16.1 Bereavement leave of five (5) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted a permanent full-time or permanent part-time employee who works at least half-time in the event of the death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law
Son-in-law	Daughter-in-law
Paternal or Maternal Grandfather (excluding step grandparent)	Paternal or Maternal Grandmother (excluding step grandparent)
A blood relative or ward residing in the same household.	

16.2 Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:

Grandchild	Sister-in-law
Brother-in-law	Aunt
	Uncle

4. ARTICLE 12 ANNUAL VACATION

Replace the current paragraph 12.2 with the following new paragraph 12.2.

12.2 Permanent employees who have been in the continuous employ of the Department for one (1) year or more will be allowed vacation in accordance with the following schedule:

(a) Accrual rate for two (2) calendar weeks begins on date of hire.

Employees servicing in an initial probationary period accrue vacation, but

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are not eligible to use vacation during the first six months of employment. Such probationary employees are not entitled to any vacation benefits if terminated during the initial probation period.

(b) Accrual rate for three (3) calendar weeks begins at the beginning of six (6) years of continuous service.

(c) Accrual rate for four (4) calendar weeks begins at the beginning of fifteen (15) years of continuous service.

(d) Accrual rate for six (6) calendar weeks begins at the beginning of twenty (20) years of continuous service.

5. A NEW ARTICLE 35 AS FOLLOWS

ARTICLE 35
SEVERANCE BENEFITS

(A) In recognition of prior service to the City any bargaining unit member who is eligible to retire and who does retire on or after March 1, 2012 and prior of June 30, 2015 shall have earned a severance benefit of \$13,000.00. The City may withhold from this benefit such amounts as are necessary to pay the employer and the employee contributions to the Manchester Municipal Employees Contributory Retirement System.

(B) In lieu of severance benefit of \$13,000.00 the member may elect to participate in the high deductible, single person health insurance program offered by the City for two years.

6. A NEW ARTICLE 36

ME TOO CLAUSE
HEALTH BENEFITS AND SALARY INCREASES

36.1 Should, subsequent to January 1, 2012, any other bargaining unit within

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the City of Manchester, New Hampshire negotiate health care benefits set forth in paragraph 20.1 of this agreement which are more favorable than the health care benefits contained in paragraph 25.1 and 25.2 and, the AFSCME Local 298 shall be entitled to receive the more favorable benefits.

36.2 Should, subsequent to January 1, 2012, any other bargaining unit within the City of Manchester, New Hampshire negotiate Salary Schedule increases for the years set forth in paragraphs 7.1 7.2 and 7.3 of this agreement which are more favorable than the Salary Schedule increases contained in paragraphs 7.1, 7.2 and 7.3 the AFSCME Local 298 shall be entitled to receive the more favorable Salary Schedule increases for those years.

7. A NEW ARTICLE 37

SUCCESSOR AGREEMENT CLAUSE

All Local 298 AFSCME Council 93 contracts shall remain in effect, except wages until a successor agreement has been reached between the City of Manchester and all AFSCME Local 298 units. This clause shall not be considered an Evergreen provision.

8. ARTICLE 34 TERMINATION

Replace the current Article 34 with the following new Article 34.

Upon ratification by the respective parties the Agreement shall be in effect from July 1, 2012 through June 30, 2015, with effective dates for specific provisions or stated on the various Articles.

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[NOTE: Pursuant to RSA 273-A:3II(a), if either parties deserves to bargain a successor agreement, it must give written notice at to the other party no later than December 1, 2014 or the anniversary date thereof, such date being one hundred twenty (120) day

9. ARTICLE 4 DUES DEDUCTION

Add a new paragraph 4.6 as follows.

Effective July 1, 2012, members of the bargaining unit who are not members of the Union shall be required to pay agency fees, in lieu of union dues, to the Union.

Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, or agency fees, the Union agrees to hold the City harmless in any such dispute.

Theodore James Mayo
3/30/12


Assoc Staff Rep
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10. ARTICLE 13 SICK LEAVE

Delete the last paragraph of section 13.3

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AFSCME Staff Rep

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