

Fac Div  
Contract Extended 2015

AFSCME FACILITIES DIVISION

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

1. ARTICLE 12 WAGE RATES:

Replace the current paragraphs 12.1, 12.2 and 12.3 with the following new paragraphs 12.1, 12.2 and 12.3.

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

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

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

2. ARTICLE 21 HOSPITAL/MEDICAL INSURANCE

Replace the current paragraph 21.1, 21.2 and 21.3, 21.5 and 21.6 and the Memorandum of Understanding dated April 27, 2010 and the Letter of Clarification dated August 8, 2010 with the following new paragraph 21.1, 21.2 and 21.3.

21.1 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.

21.2 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.

21.3 It is agreed by all parties 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 21.1.

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3. ARTICLE 27 BEREAVEMENT LEAVE

Replace the current paragraphs 27.1 and 27.3 with the following new paragraphs 27.1 and 27.3.

27.1 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.	

27.3 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
Great Grandparents (of employee only)	Uncle

4. ARTICLE 30 ANNUAL VACATION

Replace the current paragraph 30.1 with the following new paragraph 30.1.

30.1 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:

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

Employees servicing in an initial probationary period accrue vacation, but 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 40 AS FOLLOWS

ARTICLE 40  
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 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 (2) years.

6. A NEW ARTICLE 41 AS FOLLOWS

ARTICLE 41

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## AFFILIATION

In the event the City of Manchester institutes a new Department of Fleet Maintenance, the current DPW mechanics shall be transferred without loss of seniority and any other conditions of work/employment under the Manchester Master Contract 298, AFSCME Council 93 and successor agreement until the employees of the new Department of Fleet Maintenance choose to join a current bargaining unit or form a new bargaining unit.

If the City of Manchester makes a division of fleet maintenance rather than establish a new department the employees shall automatically be placed under the Local 298 Master contract.

### 7. A NEW ARTICLE 42

#### ME TOO CLAUSE HEALTH BENEFITS AND SALARY INCREASES

42.1 Should, subsequent to January 1, 2012, any other bargaining unit within 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 21.1 and 21.2 and, the AFSCME Local 298 shall be entitled to receive the more favorable benefits.

42.2 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 12.1, 12.2 and 12.3 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

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entitled to receive the more favorable Salary Schedule increases for those years.

8. A NEW ARTICLE 43

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 ON EVERGREEN PROVISION.

9. ARTICLE 19 NIGHT SHIFT DIFFERENTIAL

Amend Article 19 by replacing the current paragraphs 19.1 with the following new paragraph 19.1

19.1 Effective July 1, 2012, any permanent full-time or permanent part-time employee covered by this Agreement who is assigned to a permanent second or third shift or on periodic rotating basis to the second shift shall be paid an additional ten percent (10% of their hourly rate) in addition to the regular rate of pay/for such assignment.

Such premium shall apply when half or more of the shift is scheduled after 6:00 PM and before 8:00 AM and shall be paid for all hours worked on such shift.

10. ARTICLE 18 STANDBY TIME COMPENSATION

Replace the current paragraph 18.3 with the following new paragraph.

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18.3 Effective the date of ratification, the standby duty rate shall be \$25.00 per day for Monday through Friday and \$30.00 per day for Saturday, Sunday and Holidays.

11. ARTICLE 23 EDUCATION INCENTIVE REIMBURSEMENT

Replacement current paragraph 23.2 with the following new paragraph 23.2.

23.2 The City agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards. Payment of seventy-five percent (75%) of the cost of the cost of such courses, but not to exceed \$1,000.00 per employee in a calendar year.

12. ARTICLE 19 NIGHT SHIFT DIFFERENTIAL

Add a new paragraph 19.5 as follows.

19.5 The City of Manchester shall offer shift bids for the mechanics every year. Said bids shall be done by classification seniority.

13. ARTICLE 39 DURATION AND TERMINATION

Replace the current Article 39 with the following new Article 39.

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.

[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

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December 1, 2014 or the anniversary date thereof, such date being one hundred twenty (120) days prior to the budget submission date.]

14. ARTICLE 31 SICK LEAVE

Replace current paragraph 31.5 with the following new paragraph 31.5.

Each permanent full-time employee shall earn sick leave with pay at the rate of 1 1/4 days of sick leave for each completed month of service. Sick leave shall not be taken in advance of earning time.

The maximum sick leave accumulation shall be one hundred twenty (120) days.

Accrual shall include the six (6) months probationary period but employees will not be allowed to use sick leave until they satisfactorily complete the probationary period.

Employees who have been employed for a two year period shall be granted an additional forty eight (48) hours of accrued sick leave on July 1, 2012.

15. DUES DEDUCTIONS

Add a new paragraph 5.6 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 Peters Mayor J.G.  
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A.P.S.C.M.E Staff Rep  
  
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