Matthew Normand
City Clerk

Heather Freeman
Assistant City Clerk

JoAnn Ferruolo
Assistant City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Thomas Clark
City Solicitor

From: Matthew Normand
City Clerk

Date: March 7, 2012

Re: Library Union Agreement

Please be advised that at a meeting of the Board of Mayor and Aldermen held on March 6, 2012, it was voted to ratify and confirm the agreement between the Library Union and the City, as presented on February 21, 2012.

Enclosure

pc: William Sanders, Finance Officer
Jane Gile, Human Resources Director
Denise van Zanten, Library Director

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6455 • FAX: (603) 624-6481
E-mail: CityClerk@manchesternh.gov • Website: www.manchesternh.gov

LIBRARY

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

Article 14 Salaries

Replace corresponding article section with the following:

14.1 Effective July 1, 2013 the Salary Schedules shall be increased by one percent. (1%)

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

Article 16 Healthcare

Replace corresponding article sections with the following:

16.1 Effective July 1, 2012, bargaining unit members will have the option to enroll in the Blue Choice New England POS Plan on a voluntary basis in which case the City will pay eighty-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.
Effective July1, 2013, the City will pay eighty-five percent (85%) of the premium for the Blue Choice New England POS plan or the Access Blue New England Plan.

16.2 The following co-pays will apply to both Blue Choice New 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 (waived if admitted to the hospital for that visit)
- Inpatient care, Outpatient surgery, skilled nursing or rehab facility - $100/$200 co-pay (single/2 person or family)
- Prescriptions other that mail order (one month supply) – $10/$30/$50(Generic, Preferred, Premium)
- Mail order prescriptions (three month supply) – $20/$60/$100(Generic, Preferred, Premium)

16.3 It is agreed by all parties concerned the City reserves and shall have the right to change insurance carriers provided that there is no significant decrease in the overall benefits.

16.7 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

Date: 3/06/12
On motion of Ald. Craig
Seconded by Ald. O'Neil
Voted to ratify and confirm the agreement as presented on
February 21, 2012. City Clerk

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.

New additions to Article 16

16.8 Bargaining unit members hired on or after ratification who are eligible for Health Insurance the City shall pay 80% of the premium. The Blue Choice New 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.

16.9 The City may offer a high deductible health insurance plan accompanied by the establishment of a Heath 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 annual City contribution and shall each year prior to the open enrollment period disclose any changes to high deductable 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 the 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 a family plan irrespective of the single, two person or family plan designation in the plan itself.

Article 17 Vacations

Replace corresponding Article sections of Article 17 with the following:

17.1 All bargaining unit members shall be entitled to vacation leave with pay in accordance with the following schedule:

a. Accrual rate for two (2) calendar weeks begins on date of hire.
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 of six (6) calendar weeks begins at the beginning of twenty (20) years of continuous service.

17.2 Vacation credits shall accrue during the first six (6) working months of employment, but an employee shall not be eligible to use such vacation credits until the successful completion of his/her six (6) month probationary period. If an employee leaves or is terminated for any cause during his/her probationary period, he/she shall not be eligible for payments for any vacation credits. Employees who are initially employed in a full-time temporary status and who are subsequently appointed to a permanent status, without break in service, as determined by the Human Resources Department, shall be allowed credit for the time served in a temporary status towards accrual of vacation benefits.

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17.3 Vacation pay shall be based upon the employee's regular daily rate of pay. Upon termination, permanent employees shall be paid for all unused vacation time, to a maximum of fifty (50) days, based upon their then current rate of pay.

17.4 Maximum vacation accrual. No employee shall be permitted to accrue in excess of two (2) times his/her annual vacation; i.e. employees who earn ten (10) days of vacation per year shall have not more than twenty (20) days earned vacation to their credit at any one time.

17.5 Absence on account of sickness, injury or disability in excess of leave authorized in other articles may, at the request of the employee and within the discretion of the Library Director or his/her designee, be charged against earned vacation leave allowance.

17.6 In the event that a paid legal holiday as prescribed in Article 18 falls during the week an employee is on vacation, such holiday shall not be charged against the vacation time.

The right to take vacation shall not be unreasonably withheld; however, Management shall determine the number of employees allowed to take vacation in any one (1) week. Employees may request the use of vacation time in increments of one (1) hour or more.

Article 19 Bereavement

Replace corresponding articles with the following:

19.1 Bereavement leave of five (5) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted to bargaining unit members in the event of the death of their spouse, father, mother, sister, brother, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, maternal or paternal grandparent (except step-grandparents) or a blood relative or ward residing in the same household.

19.3 At the request of the bargaining unit member, a special leave of one (1) working day with pay, for the purpose of attending the funeral shall be granted the bargaining unit member in the event of the death of his/her grandchild, sister-in-law, brother-in-law, aunt, uncle, great grandparents or an ex-spouse provided there are minor children at the time of death. **(NOTE The change here is to move the grandparents to Article 19.1 and remove them from Article 19.3).**

Article 25 Duration

Amend Article Twenty-Five- Duration and Termination by replacing June 30, 2013 with June 30, 2015 and by replacing December 1, 2012 with December 1, 2014.

Amend Article Fourteen- Wage Rates by adding the following paragraphs

"Me Too Clauses"

Add new articles as follows:

Article 26 Health Benefits and Salary increases

26.1 Should, subsequent to January 1, 2012, any other bargaining unit within the City of Manchester, New Hampshire negotiate health care benefits set forth in Article 16 paragraph 1, Article 16 paragraph 2, Article 16 paragraph 3, Article 16 paragraph 7, Article 16 paragraph 8, Article 16 paragraph 9 of this agreement which are more favorable than the Healthcare benefits contained in Article 16 paragraph 1, Article 16 paragraph 2, Article 16 paragraph 3, Article 16 paragraph 7, Article 16 paragraph 8, Article 16 paragraph 9 the Teamsters Union Local 633 of NH (Library) shall be entitled to receive the more favorable benefits.

26.2 Should, subsequent to January 1, 2012, any other bargaining unit within the City of Manchester, New Hampshire negotiate wage rate increases for the years set forth in Amended Article Fourteen (14) of this agreement which are more favorable than the Salary Schedule increases contained in Amended Article Fourteen (14) of this agreement the Teamsters Union Local 633 of NH (Library) shall be entitled to receive the more favorable Salary Schedule increases for those years.

Article 27 Severance Benefit

In recognition of prior services to the City any bargaining unit member who is eligible to retire from the Manchester Contributory Retirement System and who does retire on or after March 1, 2012 and prior to 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 Employees Contributory Retirement System.

1/26/12 Theodore Gatsas Mayor

Thomas D. Thom

Library Tentative Agreement
Cost Summary
(Savings) / Costs

	2013	2014	2015	Total
Health Insurance				-
Plan Design	(28,548)	-	-	$ (28,548)
Employee Contribution	(15,600)	(6,563)	-	$ (22,163)
	$ (44,148)	$ (6,563)	$ -	$ (50,711)
Opt - Out Payment				
Cost (1)	4,000	-	-	$ 4,000
Savings	(15,000)	-	-	$ (15,000)
Retirement Incentive				
Cost			-	$ -
Savings - Salary			-	$ -
COLA at 1%	-	6,983	7,146	$ 14,129
Vacation				$ -
Pension / Social Security / Medicare (26.3%) *	-	1,836	1,879	$ 3,715
	(11,000)	8,819	9,025	$ 6,844
	$ (55,148)	$ 2,256	$ 9,025	$ (43,867)

* Pension / Social Security / Medicare calculated on COLA and salary savings. Social Security / Medicare only on opt-out payment and retirement incentives.

1/30/2012