

**CITY COUNCIL MEETING**

**AGENDA ITEM V**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting December 3, 2012*

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**From:** Elizabeth A. Dragon – City Manager

**Subject:** City Council to consider approval of a two year Employee Labor Contract with the State Employee’s Association of NH (SEA) (representing municipal service department positions).

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**City Manager Recommendation:** Approve a two year SEA agreement.

1. Councilor motions:

“I move that the Franklin City Council approve a two year Agreement as presented from July 1, 2012 to June 30<sup>th</sup> 2014 between the City of Franklin and the SEA of New Hampshire (Municipal Service Department Employees).”

2. Mayor calls for a Second and calls the Vote.

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**Discussion:**

Last year, we had a meeting very late into the process asking to simply extend their current contract and receive no steps or COLA (same as other employees).

This year, the proposed changes include weekly submittal of dues to SEA (instead of monthly). The new contract includes raises & cola equivalent to what non-union receive this year and next year. It corrects the uniform section to show what is actually currently provided. The most substantive change is in the health insurance language which now states that the MSD union will receive the same health plan as non-unionized employees. If there are any plan design changes or costs we agree to let the union know 60days in advance. This is a two year agreement.

The Health insurance language received the most conversation & debate. I must say that the employees of the MSD union stepped up (against their negotiators advice) and agreed to the change because they feel the City Council has been fair to them and will continue to be fair to them. They also wish to continue the very positive relationship that exists between management & the employees.

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**Franklin Municipal Services Department**

- 3.6 The foregoing deductions shall be made for each pay period. The amounts deducted and a list of the employees from whose wage deductions have been made shall be sent to the Treasurer of the Association ~~weekly~~ **monthly**. The Association agrees to collect all special assessments, initial fees and similar member charges without deductions being made from the employee's wages.
- 10.1 All members of the bargaining unit shall receive wage compensation as determined by the attached matrix, for the time period July 1, ~~2012 2010~~ through June 30, ~~2014 2011~~. All general wage increases (COLA's) shall become effective with the commencement of the first full pay period after July 1<sup>st</sup> of any contract year. In addition to pay increases provided for in Appendix A and as stated herein, employees within the bargaining unit shall be entitled to receive any general cost of living adjustment granted by the Franklin City Council to non-unionized employees. Movement through the Appendix A matrix shall be in accordance with the merit pay plan as referenced in section 10.3 of this contract.
- 11.2 The Following items shall be issued to each employee by the Department and shall be subject to the replacement policy listed below:

<u>Item</u>	<u>Replacement</u>
11 <del>5</del> Uniform Shirts	As Needed
11 <del>5</del> Uniform Pants	As Needed
5 T-Shirts	Annually in May
2 <del>1</del> Light-weight Jackets	As Needed
1 Winter Jacket	As Needed
1 Pair – Summer Gloves	As Needed
1 Pair – Insulated Gloves	As Needed
1 Pair – Steel-toed Boots	Annually in October
1 Pair – Rubber Overshoes	As Needed
1 Uninsulated Coverall	As Needed
1 Set – Full Rain Gear (hat, jacket and pants)	As Needed
1 Baseball Cap	As Needed
1 Reflective Jacket	As Needed

Boot Allowance: The City shall pay a maximum allotment of ~~\$180.00~~ **\$200.00** per year per employee to approved vendors for steel-toed boots.

(Bargaining Unit employees assigned as mechanics or regularly working trash collection and disposal positions will receive a minimum of 11 uniform shirts, pants, and t-shirts as

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For Franklin: \_\_\_\_\_

For SEA: 

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well as 2 light-weight jackets and 2 winter jackets, all of which shall be cleaned pursuant to Article 11.5).

Tool Allowance: A tool allowance in the amount of \$450.00 shall be paid annually to the mechanic and assistant mechanic in the month of July.

- 14.1 **The City agrees to provide a major health and hospitalization program for each eligible member of the Bargaining Unit as well as their spouses and dependents. The City shall pay for the single person, two person and family plan insurance at a level equivalent to that provided for by the City for non-unionized employees, pursuant to the City's personnel plan, as it may be amended from time to time. In no event shall the benefit level provided to any Bargaining Unit member be less than available to the City's non-unionized work force.**

**In the event that the health insurance plan design or cost are to be changed, the bargaining unit shall be given sixty (60) days written notice of any such change.**

Dental insurance will be provided at the same rate and level as non-union personnel.

Coverage shall commence on the first day of the month after the employee completes one (1) month of employment with the City.

Every employee eligible for health insurance coverage pursuant to this article shall have the option of refusing such coverage upon providing the employer with satisfactory proof of substitute insurance coverage. Such employees shall receive as an additional payment from the employer a sum equal to twenty-five (25%) percent of the cost that would have been incurred by the municipality in providing such insurance to the employee. This payment shall not be made to any employee whose separate coverage is paid for in any manner by the City of Franklin or any political subdivision thereof, including the Franklin School District. Payment of this benefit shall occur on a pro rata basis with an appropriate payment added to the employee's regular periodic paycheck with all appropriate deductions as required by law.

- 22.1 This Agreement shall be effective July 1, **2012** ~~2010~~ and terminate on June 30, **2014** ~~2011~~ or upon the negotiation and ratification of a successor agreement.
- 22.2 Renegotiation of the Agreement will be effective by written notice by one of the party to the other not later than December 1, **2013** ~~2010~~ or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after receipt of such notice.

**New language is BOLD.**

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