

TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, **including back up information**, 8 days <u>prior</u> to the requested meeting date. Public Hearing requests must be submitted 20 days <u>prior</u> to requested meeting date to meet <u>publication deadlines</u> (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

	Mı	EETING IN	FORMATION	No.			
Date Submitted: January 20, 2023 Submitted by: Town Manager Paul T. Micali Department: General Government			Date of Meeting: January 26, 2023				
			Time Required: 10 minutes				
Speakers:			Backgrour Supplied:	nd Info.	Yes: _⊠_	No:	
	CATEGORY OF BUSINE				E BOX)		
Appointment:			Recognition/Resignation/ Retirement:				
Public Hearing:			Old Business:				
New Business:			Consent Agenda:				
Nonpublic:			Other:				
TITLE OF ITEM							
Ratification of Collective Bargaining Agreement							
	D	ESCRIPTIO	ON OF ITEM			1 186 151	
The Town Council to consider the ratification of a tentative bargaining agreement for American Federation of State, County and Municipal Employees (AFSCME) 93, Local 2986.							
REFERENCE (IF KNOWN)							
RSA:		V	Varrant Article:				
Charter Article:		Τ	own Meeting:				
Other:		N	J/A.				
EQUIPMENT REQUIRED (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)							
Projector:			Grant Requiremen	nts:			
Easel:]]	oint Meeting:				
Special Seating:] (Other:				
Laptop:			Vone:				
CONTACT INFORMATION							
Name:	Paul T. Micali	A	Address	6 Baboos	ic Lake Roa	ıd	
Phone Number	603-424-2331	E	Email Address pmicali@merrimacknh.gov				
A PPROVAL							
Town Manager:	Yes _\ No:	(Chair/Vice Chair:		Yes _	No:	
Hold for Meeting Date:							

AFSCME 2986 contract

40 Members

- 1. 3 year deal \$375,329 or 7 cents for three years
- 2. Increase Life to 1 times pay spouse \$10,000 child \$5,000 from employee \$10,000 spouse \$1,000 child \$500
- 3. Must be put on the on call rotation for all new hires after 2/1/2023

Wages

Year 1: slide pay scale 2 steps and add 2.5% to the top 2 steps

Year 2: slide pay scale 1 step add 3% between the 15 and 20 year step and 3% wage increase

Year 3: 3% wage increase

Year 1	cost: (3	cents
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Place On Scale \$50,192
 Equip III Sewer 2,593
 Raise 109,963

Total \$162,748

Year 2 cost: (2 cents)

Equip III Sewer

• Raise 130,167

Total \$ 130,167

Year 3 cost: (2 cents)

• Equip III Sewer

• Raise 82,414

Total \$ 82,414

Grand Total \$375,329

AFSCME 93, Local 2986 - TA Summary

Clean up typos and extra spaces throughout CBA and amend dates as necessary.

ARTICLE III – RECOGNITION (and pay scale)

New Classification EOIII - Sewer Crew—Town will add Sewer Crew responsibilities to EOIII job description and add position in the pay scale \$.50 above EOIII scale - Union to send Modification Petition paperwork.

ARTICLE IX: UNION BUSINESS

Paragraph 4 - Increase from 2 to 3 members permitted to be on negotiating team since there are 3 main divisions represented.

*All other paragraphs remain CCL

ARTICLE XIV: HOURS OF WORK AND OVERTIME

Paragraph 3 - Amend language to clarify that overtime applies any time outside of normal work schedule and that no provision of Agreement will be interpreted to pay an employee their overtime rate of pay more than once for the same overtime hours – i.e., overtime hours will not be pyramided.

Paragraph 12 – Wastewater On-call

Add to current language - Employees shall be paid an extra 2 hours at 1.0 times their base hourly rate for each observed Holiday (24-hour period) (based on that employee's regular schedule) under Article XXI Holidays that the employee is required to be on-call.

Add to current language – Requirement that all new hires and those promoted ore transferred into Wastewater positions that are needed to be on-call after February 1, 2023 be part of the on-call rotation.

^{*}All other paragraphs remain CCL

ARTICLE XVIII: SALARIES

Paragraph 3 – Amend language to ensure that employees receive at least 5 % increase upon promotion.

ARTICLE XIX: SUPPLEMENTAL COMPENSATION (BENEFITS)

Paragraph 3 – Life Insurance – increase benefits to 1X salary for employees, 10,000 spouse, 5,000 children. From \$10,000 Employee, 1,000 spouse, \$500 or \$100 children. Same as agreed to with other unions

Paragraph 4 – Short-term Disability – increase weekly benefit cap from \$600 to \$700. Same as agreed to with other unions.

Add Paragraph as 14 - Authorized Absence Without Pay - At the discretion of the Town Manager, a leave of absence without pay may be granted for a period not to exceed two (2) weeks for unusual circumstances. Such absences will be for the purpose of tending to personal affairs or other compelling or urgent reasons which the employee is unable to cover with accrued paid ordinary leave. All other unpaid leaves shall be in accordance with the Family and Medical Leave. During any unpaid absence, the employee shall be responsible for all insurance premiums and shall not accrue any sick, personal or vacation leave.

Paragraph 20 - Decrease number of consecutive hours during emergency or winter storm an employee needs to work to qualify for meal reimbursement from 14 to 12. Increase reimbursement from \$10.00 to \$15.00

^{*}All other paragraphs remain CCL

ARTICLE XX: VACATIONS - Amend language to be more in line with other employee groups.

1. Vacation benefits shall be provided to full-time (regular) employees and shall be figured from the hire date as follows:

	Earned	Accrual
	Weekly	Maximum
	(Hours)	(Hours)
Less than 1-5 years	01.54	1600
At least 1 year	.77	80
At least 2 years	1.54	160
At least 5 years but less than 10	2.31	240
At least 10 years but less than 15	3.08	320
At least 15 years	3.85	400

- 2. Newly hired employees shall not be eligible for paid vacation leave during their trial period.
- 2.3. Forty hours will be added to the accrued vacation leave balance of a full-time employee when that employee initially becomes eligible for one of the weekly accrual increases in "1" above, beginning with the five year anniversary.

^{*}All other paragraphs in this section remain current contract language (CCL)

ARTICLE XXI HOLIDAYS

1. All employees in Highway, Equipment Maintenance, as well as Wastewater employees whose regular schedule is Monday through Friday, except temporary and part-time employees, shall be paid the holidays listed below. A holiday that falls on a Saturday shall be observed on the preceding Friday, while a holiday that falls on a Sunday shall be observed on the subsequent Monday

New Year's Day Columbus Day

President's Day Veterans' Day

Floating Holiday Thanksgiving Day

Memorial Day The Friday after Thanksgiving

Independence Day Christmas Day

Labor Day

For all other employees, except temporary and part-time, all holidays, except the floating holiday shall be observed on the actual date of the holidays listed below.

New Year's Day - 1/1

Floating Holiday – Used within the calendar year

President's Day - 3rd Monday in Feb.

Memorial Day - Last Monday in May

Independence Day - 7/4

Labor Day - First Monday in Sept.

Columbus Day - Second Monday in October

Veteran's Day - 11/11

Thanksgiving - 4th Thursday in Nov. and the following Friday

Christmas - 12/25

*All other paragraphs in this section remain CCL

ARTICLE XXII BEREAVEMENT LEAVE

- -Bereavement Leave. paragraph 1- language to allow more flexibility.)
- 1. All full-time employees shall be granted paid leave in the event of the death of an immediate or extended member (See Definitions) of his or her family or the death of one other person that resides in the employee's household and that has been so identified by the employee in advance and in writing to the Town Manager. The bereavement leave period shall be four consecutive calendar days and shall be used within 14 days of the date of the death.
- 2. Normally, employees will be expected to use bereavement leave immediately after notification of death as stated in paragraph 1 above. However, the Town Manager may approve a request, with concurrence of the Department Head, for use of 4 consecutive calendar days of bereavement leave to be delayed up to six months after notification of death if, at the time of notification, the employee notifies the Town in writing of circumstances requiring delayed use of bereavement leave.

ARTICLE XXIII CLOTHING – (Union Proposed)

1. All regular and prospective regular employees shall be entitled to \$300.00 per employee per fiscal year in the form of a credit at a store/supplier chosen by the Town who agrees to accept a town purchase order for the purpose of purchase of approved safety footwear. From July 11th to June 30th annually, all employees shall first purchase at least one pair of safety footwear, and then may purchase additional safety footwear or any combination of the following items from the balance of the fiscal year credit:

<u>laces</u> insoles <u>socks</u> waterproofing fluid Prescription Safety Glasses

4. If safety glasses are <u>required</u>, they will be furnished or protective coverings will be provided in lieu of prescription safety glasses. The Town shall provide an allowance up to \$85.00 for approved prescription safety glasses once every 2 years beginning on July 2022 (ie. July 2022, July 2024, July 2026, etc.). Employees hired during a year that the prescription safety glasses allowance is available shall be eligible for the allowance. Employees hired during a year that the prescription safety glasses allowance is not available shall not be eligible for the allowance until the next year that it is available.

In addition, during a fiscal year that the prescription safety glasses allowance is available, those employees eligible for the prescription safety glasses allowance shall first purchase at least one pair of safety footwear, and then may use the balance of that fiscal year boot allowance toward the purchase prescription safety glasses.

*Paragraphs 2 and 3 and 5 CCL

ARTICLE XXX DURATION OF AGREEMENT – 3 Years