

CITY OF FRANKLIN
CITY COUNCIL MEETING
June 5, 2017
6:00 P.M.





FRANKLIN CITY COUNCIL AGENDA

Council Chambers

Monday, June 5, 2017

6:00 P.M.

SALUTE TO THE FLAG

PUBLIC HEARINGS

Resolution #11-17: A Resolution regarding appropriating \$20,000 to the nuisance abatement account, said funds originating from revenue from sale of tax deeded property.

COMMENTS FROM THE PUBLIC

Persons wishing to address the Council may speak for a maximum of three minutes. No more than thirty minutes will be devoted to public commentary.

CHOOSE FRANKLIN

LEGISLATIVE COMMENTS

CITY COUNCIL ACKNOWLEDGEMENT

The Mayor will recognize any Councilor who wishes to express their appreciation on behalf of the City.

MAYOR'S UPDATE

Agenda Item I.

City Council to consider the minutes of the May 1, 2017 City Council Meeting and May 8, 2017 City Council Budget Workshop Meeting.

Agenda Item II.

Monthly School Board Report.

Agenda Item III.

City Council to hear from the Franklin High School Music Department.

Agenda Item IV.

Merrimack County Department of Corrections presentation to the City Council.

Agenda Item V.

Rep. Howard Pearl to address the City Council.

Agenda Item VI.

City Council to consider the School CBA for the Support Staff and Custodial Agreements.

Agenda Item VII.

City Council to consider adopting Resolution #11-17, appropriating \$20,000 to the nuisance abatement account, said funds originating from revenue from sale of tax deeded property.

Agenda Item VIII.

City Council to consider setting a public hearing for Resolution #13-17, re-naming of a portion of Park View Drive to be known as Kenwood Avenue.

Agenda Item IX.

City Council to consider approving naming the driveway of the Franklin Animal Shelter as "*Rescue Road*".

Agenda Item X.

City Council to consider approval of Amateur Radio Repeater Site Lease.

Agenda Item XI.

Other Business

- 1. Committee Reports**
- 2. City Council Appointments/Resignations**
Library Board of Trustees
- 3. City Manager's Update**
- 4. Late Items**

Adjournment

The City Council of the City of Franklin reserves the right to enter into non-public session when necessary according to the provisions of RSA 91-A.

This location is accessible to the disabled by stairwell elevator. Those wishing to attend who are hearing or vision impaired may make their needs known by calling 934-3900 (voice), or through "Relay New Hampshire" 1-800-735-2964 (T.D./TRY)

CITY COUNCIL MEETING
AGENDA ITEM I



PENDING COUNCIL APPROVAL

City Council Meeting May 1, 2017

Call to Order

Mayor Merrifield called the meeting to order in the Council Chambers, Franklin City Hall at 6:00 p.m.

In Attendance

Councilor Clarenbach, Councilor Ribas, Councilor Moquin, Councilor Barton, Councilor Giunta, Councilor Wells, Councilor Zink, Councilor Dzujna, City Manager Dragon and Mayor Merrifield.

Salute to the Flag was led by Councilor Dzujna.

Franklin High School Band School Program gave a rendition of the National Anthem. The last time they gave a rendition in public was for the Governor and Council.

Mayor Merrifield asked to take a moment to reflect on Franklin Citizen Andrea McFall who passed away. She was a great supporter of the city and member of the Mayor's Drug Task Force.

Public Hearings

Ordinance #04-17 – No public comment.

Comments from the Public

Persons wishing to address the Council may speak for a maximum of three minutes. No more than thirty minutes will be devoted to public commentary.

Chief Goldstein got up to speak stating he has been police chief since 2009 and he doesn't come to speak often. He stated that it is his job to imagine the unintended consequences of legislative decisions among other things. Long ago he came to the reality that he lives in a "what if" world, if we do this what if this, and this is so others don't have to live in that world. He told us a story to direct us where he was going with this. In Franklin we have found a way to help drug overdoses with the City Manager enlisting the help of many organizations, citizens and they received a grant for five (5) years and got an extension for another five (5) years in excess of \$1M dollars and also created the Mayor's Drug Task Force. This is for prevention only and they chose to focus on three (3) areas of abuse: alcohol, prescription drugs and marijuana. It is prevention that will save the next generation.

Chief Goldstein stated that marijuana is a problem in this country regardless of what people have heard. Colorado has seen a 48% rise in fatal accidents due to marijuana because they legalized it. The next step to legalization is decriminalization. Every elected representative to the state legislature, house or senate, has either voted for decriminalization or will vote for decriminalization.

HB640 makes it difficult for police to do their jobs and it would be the first time in the history of the state that law enforcement cannot arrest for the violation. The senate judiciary is expected to pass this bill and Franklin's Senator French is also expected to vote in favor of this bill. He asked the members of the council and the other representatives to contact Senator French to let him know how

they feel about this if you support the initiatives in this city. Is this really a representation of what we want in Concord?

Councilor Dzujna stated he did call Senator French and could not understand why he is voting in favor of this bill. He asked if he said anything to Chief Goldstein as to why he is voting this way. Chief Goldstein stated not really other than some old rhetoric that one heard back in the 60's. Councilor Dzujna asked if he stated anything relative to today or the initiatives we are doing in the City of Franklin. Chief Goldstein stated he did not.

Councilor Giunta stated he had not heard about the 48% increase and asked why that is not reported. Chief Goldstein stated he feels it's because they are very happy with the money. Colorado is making big money but have an incredible increase in crime, fatal accidents, and overdoses due to ingested marijuana as it isn't the same as inhaled so people are eating more of it and having terrible reactions. You hear in Concord lets tax it even though we are a tax free state.

Mayor Merrifield stated he read that much of the money was promised to school districts in Colorado but as a result they haven't seen any of the money.

Councilor Giunta asked where do we stand on this. We can make a motion on this tonight that the council has made a uniform decision to ask Senator French to vote against this.

Motion: ***Councilor Giunta moved that the Franklin City Council contact Senator French stating that the council would like him to vote against HB640. Motion seconded by Councilor Dzujna.***

All in favor; motion passes.

Councilor Dzujna stated that voting for this when it affects teenager's brains for the rest of their lives is a problem. Chief Goldstein stated that there is a Senator on the committee who is a developmental psychologist and a certified clinical psychologist in NH and is voting in favor of this even though neuroscience now shows us that the age of 18 is no longer the number it is the age of 25 when adolescence ends for children's brains.

Councilor Giunta asked Mayor Merrifield if he would make the call to Senator French and let him know what the council voted on tonight and Mayor Merrifield stated he would.

Tina Thurber spoke about the article on downtown project that is fully funded now. She stated that is a great step in the right direction for the city. She wanted to encourage the council on fully funding the schools. She feels if there is a good revitalization of the city and good schools people would be moving into the city and where people would want to live. She stated the school board has done coming up with a fair budget. She would like the council and school board to come together and fully fund the school district. She thanked the council for their service.

Leigh Webb stated that when he was in the legislature he never voted to approve decriminalization. He is not sure how our constituents are making our citizens law breakers when it is still against federal law. He stated Community Day is May 13 and it is our 13th year and he hopes to see all the councilors marching in the parade.

Legislative Comments – No comment.

City Council Acknowledgements

Councilor Dzjuna stated last month Councilor Clarenbach received two (2) awards from the hospital. They are the Rhoda Ladd Award and the Sally Proctor Award. Mayor Merrifield stated that this is the first time in history that the same person won both awards.

Mayor's Update

Mayor Merrifield stated that the Governor nominated him as Commissioner of Labor for the State of NH and the Executive Council approved him. He stated he has no idea when that will happen as the Governor's office hasn't told him when he will be sworn in. He thanked everyone who has contacted him for congratulations and he thanked the people who spoke on his behalf. He stated his time as Mayor has truly been a labor of love.

Agenda Item I.

City Council to consider the minutes of the March 27, 2017 Special Workshop Meeting and the April 3, 2017 City Council Meeting.

Motion: Councilor Dzujna moved that the Franklin City Council consider the minutes of the March 27, 2017 City Council Special Workshop Meeting and April 3, 2017 City Council Meeting. Motion seconded by Councilor Desrochers.

All in favor; motion passes.

Agenda Item II.

School Board Report

Superintendent LeGallo handed out a document. He thanked the council for attending the forum and for attending the meeting with Commissioner of Education Edelblut. He stated that their collaboration with Colby Sawyer is going well. Two of their senior students will be coming to Franklin High School in the fall to work with juniors and seniors to do water conservation and a permaculture project out in the front of the school.

Superintendent LeGallo stated that the Franklin School District has become part of a grant opportunity called "Gear Up NH" which stands for Gaining Early Awareness for undergraduate

programs. They will provide opportunities for the 7th grade students; they will follow them for six (6) years, and give them opportunities to get them ready for college. At the end of the six (6) years they will get a scholarship to a NH college. Gear Up NH picked seven (7) communities to work with and Franklin is one of them.

Superintendent LeGallo stated they are continuing negotiations with the custodians and support staff. He stated the preschool will moving out of the middle school and going in the elementary school for next year. They will be interviewing for a new principal at Paul Smith School and have about 11-12 candidates and will interview six (6) of them. The school board is looking to do a note for the roof at the middle school.

City Manager Dragon asked if that number was in their budget numbers yet and Superintendent LeGallo stated not yet as they are in the infancy stages. Councilor Desrochers asked how much were they going to bond and Superintendent LeGallo stated he was not sure yet. He stated they had gotten estimates between \$500K - \$800K. They will put out an RFP and see what they get. Councilor Dzujna asked if they had any idea what is happening on the energy audit. Superintendent LeGallo stated it is continuing as they have done the tours of the facilities. Councilor Dzujna asked if they gave any type of timeline and Superintendent LeGallo stated they did not.

Agenda Item III.

City Council to consider adopting Ordinance #04-17 to amend Chapter 166, Fire Prevention, of the Municipal Code.

Motion: Councilor Desrochers moved that the Franklin City Council adopt Ordinance #04-17, amendment to Chapter 166, Fire Prevention, of the Municipal Code, by a roll call vote. Motion seconded by Councilor Ribas.

Roll Call:

Councilor Barton	<u>yes</u>	Councilor Dzujna	<u>yes</u>	Councilor Ribas	<u>yes</u>
Councilor Clarenbach	<u>yes</u>	Councilor Giunta	<u>yes</u>	Councilor Wells	<u>yes</u>
Councilor Desrochers	<u>yes</u>	Councilor Moquin	<u>yes</u>	Councilor Zink	<u>yes</u>

All in favor; motion passes.

Agenda Item IV.

City Council to consider the disposition of surplus city equipment at the May 20, 2017 State of NH Surplus Property Auction.

Motion: Councilor Desrochers moved that the Franklin City Council authorize the Municipal Services Director to sell, for the best possible price surplus city equipment, referenced

below within this Council Agenda Report, utilizing the State of New Hampshire, Surplus Property Auction to be held on Saturday, May 20, 2017. Motion seconded by Councilor Clarenbach.

Councilor Clarenbach asked on the military surplus, do we have a release from the government. MSD Director Sullivan stated yes. He stated the trailers on the list, the last three (3) items, will be available in the fall and all other items are available now.

All in favor; motion passes.

Councilor Clarenbach interjected and said he just reread the motion and do we want to include those items in the May 20 auction if they are not available until the fall.

Motion: Councilor Clarenbach motioned to reconsider. Motion seconded by Councilor Desrochers.

All in favor; motion passes.

Amendment: Councilor Clarenbach moved to amend the motion to not include the last three (3) items, which are the 2009 military trailers, and let the MSD Director place them at auction at time appropriate. Motion seconded by Councilor Giunta.

All in favor of the amendment; motion passes.

All in favor of the amended motion; motion passes.

Agenda Item V.

City Council to hear Brownsfield Project update on 196 Central St.

City Manager Dragon stated that the former Caio Pasta Property was awarded Brownsfield funds for this site. The funds are coming through Lake Region Planning Commission and they are getting ready to start the work. They will assess the building, ground and soil. There will be some demolition of the building and ideally the entire building needs to come down. She stated she will need to come back to the council to appropriate funds to demo the building. Tax deeded property sales do have some funds available to remove buildings. She would like the engineers to move forward as they are here doing three (3) different projects for the city. She asked for a consensus from the council to do this.

Councilor Desrochers asked if a tax deeded property can't be sold for more than the taxes owed us. If we sell it for more than what is owed we can use the excess to pay for the demolition. City Manager Dragon stated that yes they could. She stated that after owning a tax deeded property for three (3) years you can keep the excess than what is owed to the city.

Councilor Desrochers motioned to accept City Manager Dragon's proposal. Seconded by Councilor Dzujna.

Councilor Clarenbach stated he didn't think we were at our third year on this property. City Manager Dragon stated we are getting pretty close if we are not. She believes we have a portion of a year left. Councilor Dzujna asked if any of the work done by the Elks Lodge was that done on Caio Pasta Property. City Manager Dragon stated no.

All in favor; motion passes.

Agenda Item VII.

Other Business

1. **Committee Reports** – no reports
2. **City Council Appointments**

Concord Regional Solid Waste/Resource Recovery Cooperative

Motion: Councilor Clarenbach moved that the Franklin City Council appoint Brian Sullivan to a regular member from an alternative member to the Joint Board of the Concord Regional Solid Waste/Resource Recovery Cooperative, Term of Service to December 2017. Motion seconded by Councilor Ribas.

All in favor; motion passes.

Motion: Councilor Clarenbach moved that the Franklin City Council appoint Brian Barry as an alternate member to the Joint Board of the Concord Regional Solid Waste/Resource Recovery Cooperative, Term of Service December 2017. Motion seconded by Councilor Desrochers.

All in favor; motion passes.

CIP Committee

Mayor Merrifield explained that the Chairman of the CIP Committee makes the recommendations for the council to appoint.

Councilor Giunta explained that there were a number of applications and two (2) came to the top due to their institutional knowledge of the budget. One was Ted Starkweather and Glenn Feener and those are the two (2) that he recommends to the CIP Committee.

Motion: *Councilor Giunta moved that the Franklin City Council appoint Glen Feener to the CIP Committee, Term of Service October 2017. Motion seconded by Councilor Dzujna.*

Councilor Barton asked if they were going to do two (2) motions and one vote. Mayor Merrifield stated they were going to make two (2) motions and two (2) votes. He stated he wanted to appoint someone else. Mayor Merrifield stated then you vote no.

4 voted yes and 5 voted no; motion fails.

Motion: *Councilor Giunta moved that the Franklin City Council appoint Ted Starkweather to the CIP Committee, Term of Service October 2018. Motion seconded by Councilor Desrochers.*

All in favor; motion passes.

Mayor Merrifield asked Councilor Giunta if he wanted to make another recommendation.

Motion: *Councilor Giunta moved that the Franklin City Council appoint Leigh Webb to the CIP Committee, Term of Service October 2017. Motion seconded by Councilor Desrochers.*

All in favor; motion passes.

3. City Manager's Update – City Manager Dragon stated that there was nothing to report in the Contingency Grant Line this month.

For the state budget and education funding she recommended contacting their senators to support freezing stabilization funds.

City Manager Dragon wanted to also congratulate Councilor Clarenbach on the two awards that he won.

Franklin Police Department was given an award on April 13, 2017 from the Office of the United States Attorney – Maine. This award was to recognize the department for their thorough investigation in the case of United States vs. Joseph Richards, Crystal Dufault and Neil west for multiple bank robberies.

City Manager Dragon gave property updates on 39 Chance Pond Road, property owner made a payment and is on an aggressive payment schedule. 12 Morrill Court was offered as a sealed bid but no bids were received. She will send it out again for bid.

Youth Government Week is from May 23-25.

Jason Grevior has agreed to join the committee that meets every other week to develop the concept and efforts of Mill City Park.

City Manager Dragon spoke about the FY18 budget. She gave all the councilors and mayor her proposed budget packet. She stated that for the public it will be online tomorrow and it is over 200 pages long. City Manager Dragon stated they have changed the format over the years to make it easier to understand and provide a bunch of different information. This year it is even more in-depth. City Manager went on to explain her memo, at the beginning of the budget, and then each of the items within her memo.

Councilor Desrochers asked if it is his understanding that the city is going to fund the roof for the school. He is asking because the school can't fund a bond and the city is carrying \$1.4M in debt and he is not comfortable in the school borrowing money. City Manager Dragon stated that there are guidelines for borrowing and debt and the city is well below that. Putting the transfer into the capital reserve account brings them to a point they could pay for the roof and gives them \$473K but she doesn't recommend doing that. She stated that doing a note and putting this money in that way there operating budget would be in a much better position.

City Manager Dragon stated that the city is moving forward, although slowly, we are moving forward. The Northern Pass project public hearings will be ending soon and should know more by September. These are just her recommendations to the council.

Councilor Zink asked what is the RSA about school layoffs. Superintendent LeGallo stated there is nothing about layoff. Councilor Clarenbach stated you cannot layoff anyone who has not received a pink slip by May 12. You cannot layoff anyone who didn't get a slip. Mayor Merrifield stated that this is a notice that you might lay them off it is not a layoff.

Councilor Giunta stated that looking at this it is over \$725K going back to the school. He suggested to Superintendent LeGallo that when he comes back next Monday night that he should try to use this to make it work.

Motion to adjourn made by Councilor Zink and seconded by Councilor Desrochers. All in favor; meeting adjourned at 7:36 p.m.

Respectfully Submitted,

Lauraine G. Paquin



PENDING COUNCIL APPROVAL

City Council Budget Workshop Meeting Monday, May 8, 2017

Call to Order

Mayor Merrifield called the meeting to order in the Council Chambers, Franklin City Hall at 6:00 p.m.

In Attendance

Councilor Clarenbach, Councilor Ribas, Councilor Moquin, Councilor Barton, Councilor Giunta, Councilor Desrochers, Councilor Wells, Councilor Zink, Councilor Dzujna, City Manager Dragon and Mayor Merrifield.

Salute to the Flag was led by Councilor Giunta.

BUDGET REVIEW – SCHOOL PRESENTATION

School Board Chair Dow gave a brief history of this budget. He explained the budget began back in January when Superintendent LeGallo had his administration present their budgets to him. Their budget came in at \$16,004,262.87 and Superintendent LeGallo cut \$430,894.68 which brought it to \$15,573,368.19. The budget was then presented to the finance committee and then to the school board for additional cuts and those cuts came in at \$210,104.68. On March 20 the school board approved a budget of \$15,363,063.39 which was a \$58,678.39 or .04% increase over last year. On May 1 the City Manager presented the city budget with a school recommendation of \$14,955,808.00 and after that meeting Superintendent LeGallo and School Board Chair Dow decided to revise their budget and come in at the City Manager's request. On May 3 the school board met and reluctantly approved a budget of \$14,955,808.00 as they all took a pledge to not present a budget that would cut teachers. The budget that Superintendent LeGallo will bring forward will still cut three (3) teachers but the school board realized they needed to do something in good faith.

Superintendent LeGallo handed out five (5) different documents. Councilor Desrochers asked about the projected revenue sheet as it seems to have a \$259K discrepancy from the \$732,218 that he believes is going to the school board. City Manager Dragon stated \$413,498 is a transfer from the city that is one part of the adjustments made last year to make the budget work. The project revenues of \$473K were in City Manager Dragon proposed budget as a recommendation. Superintendent LeGallo stated he believes the remainder of the money is in the district appropriation line of about \$750K. Superintendent LeGallo thanked all school board members, administrators and staff.

Superintendent LeGallo went through the power point presentation – Projected Revenue Sheets Slide, Budget Summary Slide, Quick Facts Slide, Enrollment Slide, How is money spent Slide, Per Pupil Expenditures Slide, Beginning Teacher Salaries Slide, Average Teachers' Salaries Slide.

Superintendent LeGallo spoke about the expenditures handout and it is shown by function and obj. code. Mayor Merrifield asked if this was the current year or the proposed budget. Superintendent LeGallo stated it is the proposed budget of \$14,955,808.00. He stated that with this proposed budget they will have to lay off three (3) teachers in addition to the teachers who are leaving due to enrollment. He stated they are hoping the fund balance comes in more than they have projected so they could bring the teachers back.

Superintendent LeGallo stated he was looking for some type of motion this evening so he doesn't have to lay off the fifteen (15) other teachers. Councilor Desrochers stated that maybe this is a non-public meeting question, but is one of the teachers the woodshop/electricity teacher. Superintendent LeGallo stated he can't answer as it is a personnel matter. Councilor Clarenbach interjected and stated that is outside of the Council's purview. The council doesn't have any say of who they retain and who they don't that is the school board's decision. The council has a dollar amount they approve and the school makes the decision as they are the elected officials that govern the school district. Mayor Merrifield stated that it is not proper to use the term layoff right now as it is just a notification that they may not have a contract. Councilor Desrochers stated that there are trades coming up with Winnisquam and he wants to make sure none of this jeopardizes that before he approves a budget. Mayor Merrifield asked Councilor Desrochers if he would be satisfied with an action that the council accepts the minimum school district support that City Manager Dragon proposed. Councilor Desrochers stated yes.

School Chair Dow stated that as long as they know there are anticipated funds coming based on the proposal that the City Manager Dragon has put forth in her proposal as they have the May 12 deadline for notifying teachers.

Councilor Clarenbach stated he appreciated City Manager's Dragon work but once again it is one time money like last year. We have to figure out how to reeducate our kids and shake up how we are educating our kids. With constant declining enrollment and less revenue coming from the state annually the school can't continue to sustain itself in our current product. School Board, Councilors, parents, teachers, citizens all have to find a way to do a different model of education as we are not solving the problem and need to find a way to change our path. School Board Member Dow stated that they will be having further meetings with the Commissioner of Education as he offered his services and Franklin will reach out. He stated that he agrees and something needs to change and working with the state something has to give. After the budget process the school board plans on moving forward with meeting with the COE, looking at how to bring in more revenue and looking at classes. Councilor Clarenbach stated he felt that the work that was done during the Joint Finance Committee meetings didn't

get into the hard decisions that have to be made. The full council needs to be engaged with the school board as we are one community and the eighteen (18) of us are the ones who make the decisions in how the funds of the city are spent. The biggest challenge is to get everyone together and how to best move forward.

Superintendent LeGallo asked to re-clarify if it was one time money. City Manager Dragon stated some of it is and some of it isn't, it's a combination. Mayor Merrifield asked what was available under the tax cap. City Manager Dragon stated that some of it was corrections, \$82,160 was allocated to the beginning budget number for the school and that is not one time, take the one time revenue of \$120K and transfer it to the capital reserve acct and then get a note for the roof and move the money in the capital reserve acct to school operating of \$423K.

Councilor Dzujna asked if the Commissioner of Education got back to them at all about using state and federal funds in innovative ways and Superintendent LeGallo stated no. Mayor Merrifield stated he would follow up and try to get those answers.

Councilor Zink stated that the projected grants is a different number than what was given. Superintendent LeGallo stated that the 21st Century Grant is not in there because they just got that grant. Councilor Zink asked is it the \$14M we are looking at not the \$16M and City Manager Dragon stated that is correct. There is something budgeted this year from last year and Superintendent LeGallo stated that it is the SAU as Franklin is now its own district.

Motion made by Councilor Zink to move that the Franklin City Council recommend \$14,955,808.00 per the City Manager's suggestion to approve the school budget, seconded by Councilor Desrochers.

Councilor Ribas stated that is the full budget but should the motion be for the \$473K instead. Mayor Merrifield stated that it should be for the full amount. Councilor Ribas stated it should say "they should have not less than" wording in there. Mayor Merrifield asked Councilor Zink about the wording and she stated she thought so and Mayor Merrifield stated not less than.

All in favor of the not less than the figure; motion passes.

Councilor Wells commented that he appreciated that they are two (2) months ahead of last year. Mayor Merrifield also thanked them for all the documentation, cooperation and professionalism. School Board Chair Dow gave a shout out to Susan Hallett-Cook and Amanda Bergquist for the ton of time they had spent on this. Councilor Desrochers also thanked the school board for their cooperation this year vs. last year. Councilor Dzujna also thank them as last year the council took a lot of heat for the per pupil cost and this year with the grants in the budget it looks a lot better.

School Board Chair Dow stated they will continue to look for funding for \$180K so they can bring those teachers back.

Mayor Merrifield took a five (5) minute recess at 6:41 pm.

Mayor Merrifield continued the meeting at 6:52 pm.

City Manager Dragon stated that on Saturday, June 24 there will be a warm water release and it is the only other planned date. Mill City Park would like to hold a fundraiser event in the downtown. These types of one-time events can be approved through a small subcommittee consisting of the City Manager, Police Chief, Park & Rec Director and Fire Chief. They have meet with Mill City Park and will require one or two officers for detail on bikes, it won't require an ambulance since the event is close. This type of event is out of the norm for the downtown so the City Manager Dragon wanted to have a conversation with the council first. The event is boats, bikes and beer. The bike portion would be riding from Franklin Falls to Bow St. and then through the paths to the boats. The boats would race down to Trestle View Park where they would be pulled out and then there would be music and a beer tent in Marceau Park. Inspector Bodien has reviewed the layout and depending on the tent size they would have to get a tent permit. They are estimating about 200 people but could be larger as there is an event in Tilton as well. There will be a food truck and are also coordinating with the stores. The same people that came to the event at the ski area will probably be the same people and more that will come to this event. The funds raised will go towards the engineering costs that they have been raising for. There is an EDA application grant going in for engineering costs that requires a match and the funds raised will go towards that match. If it is successful it will probably become an annual event. City Manager Dragon stated that she would like to waive the administration portion of the police detail so we are not making money.

Councilor Dzujna asked if this is going to be a triathlon type event. City Manager Dragon stated yes and they are really marketing to the millennials and the beer piece is for after the event. Councilor Barton asked if this is going to be contained and City Manager Dragon stated yes they have to follow the state laws on the beer containment and there will be a permit that the city will have to sign off as landowner.

Motion made by Councilor Clarenbach to move for approval of the request for the permit to service alcohol in Marceau park and the request for police officers to be at the expense rate only. Seconded by Councilor Dzujna.

Councilor Dzujna asked if the beer has to be in a specific spot and City Manager Dragon stated yes it has to stay in the park and there will be people at both entrances to monitor.

All in favor; motion passes.

Mayor Merrifield addressed the councilors regarding the letter that he distributed regarding his departure from the Mayor's office. He stated the he didn't see this ending this way but the state made it clear that he can't do both. His resignation will be as of Thursday at noon. Attached is a directive from City Solicitor Attorney Fitzgerald and this is the last meeting with

Mayor Merrifield being mayor he offered if the council wished to fill the vacancy. Councilor Dzuja stated that we will miss him very much.

Councilor Dzuja nominated Tony Giunta as interim mayor until January 2018, seconded by Councilor Barton.

Councilor Zink nominated Scott Clarenbach as interim mayor until January 2018, seconded by Councilor Moquin.

Councilor Giunta got 3 votes and Councilor Clarenbach got 4 votes; Councilor Clarenbach is interim mayor.

Mayor Merrifield stated it has been the honor of his life to service in this role as mayor and has enjoyed his twenty-five (25) years of service to the City of Franklin.

Motion to adjourn made by Councilor Desrochers, seconded by Councilor Clarenbach. All in favor; meeting adjourned at 7:05 p.m.

Respectfully Submitted,

Lauraine G. Paquin

CITY COUNCIL MEETING
AGENDA ITEM II



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of June, 2017

Subject: School Board Report

The Superintendent will provide a monthly report to the Mayor and City Council.

CITY COUNCIL MEETING
AGENDA ITEM III



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of June, 2017

Subject: City Council to hear from the Franklin High School Music Dept.

CITY COUNCIL MEETING
AGENDA ITEM IV



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of June, 2017

**Subject: Merrimack County Department of Corrections presentation
to the City Council.**

CITY COUNCIL MEETING
AGENDA ITEM V



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of June, 2017

Subject: State Representative Howard Pearl to address the City Council.

CITY COUNCIL MEETING
AGENDA ITEM VI

SUPPORT CONTRACT SUMMARY

One year contract

Wording corrections -

Health Insurance continues with Access Blue SOS 20/40 1KDED R10/25/40 M10/40/70

The district to cover at 100% the premium of a Single Plan -
with this amount applied to a two person and / or family plan

.50% and a Step	\$56,399.68
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CUSTODIAL CONTRACT SUMMARY

One year contract

Wording corrections -

Health Insurance continues with Access Blue SOS 20/40 1KDED R10/25/40 M10/40/70

90% for Single

Two person and Family stay are 80% and 75% repectively

2% Increase	\$9,021.32
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Total Increase	\$65,421.00	This is included in 2017-2018 Budget
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This Averages to be about \$769.66 per person for the year / about \$36.65 per pay check.

**AGREEMENT
BETWEEN
FRANKLIN SCHOOL DISTRICT
AND
FRANKLIN CUSTODIANS
AFSCME AFL-CIO
JULY 1, 2016
TO
JUNE 30, 2018**

05/10/2017

AGREEMENT

This agreement is entered into as of this 17th day of November 2016 and revised May 2, 2017, by and between the Franklin School District Board, hereinafter called the "Board", and the American Federation of State, County, and Municipal Employees, affiliated with the AFL-CIO, hereinafter called the "Union".

WITNESSETH

WHEREAS the parties have entered into collective bargaining pursuant under conditions of RSA 273-A.

WHEREAS now, therefore, the parties hereto contract and agree with each other as a result of collective bargaining as follows:

ARTICLE I
PURPOSE AND INTENT

1.1 The purpose of the Board and the Union in entering into this labor Agreement is to set forth their agreement on rates of pay, wages, hours of work and other conditions of employment, as provided in RSA 273-A, so as to promote orderly and peaceful relations with the Board's employees, to achieve uninterrupted operations and to achieve the highest level of employee performance consistent with safety, good health and sustained effort and to maintain the highest level of service to the Board and the educational community of Franklin.

ARTICLE II
UNION RECOGNITION

2.1 The Board hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, in accordance with the certification issued by the State of New Hampshire Public Employees Labor Relations Board.

2.2 The term "employee" as used in this Agreement applies to all full-time maintenance and custodial employees of the Franklin School District, but excluding head custodian and other supervisory employees as provided in Chapter 273-A:8, Paragraph Two (2), and excluding all other employees.

2.3 Upon execution of this Agreement, if either party desires to review eligibility lists, such may be done between the Board and the Union within ninety (90) days following the signing of this Agreement.

2.4 Each member of the bargaining unit, who on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this Agreement; provided, however, that an employee may at his/her discretion and in writing withdraw his/her membership from the Union at any time within five (5) working days prior to the expiration date of this Agreement.

2.5 The Union shall post notices on appropriate bulletin boards thirty (30) calendar days prior to the expiration date of this Agreement, to advise employees of their right under Section 2.4 above.

ARTICLE III MANAGEMENT RIGHTS

3.1 Except as otherwise specifically modified in this Agreement, the direction of Department operations and the determination of methods and means by which such operations are to be conducted shall be the exclusive function of the Board and Management. All rights and responsibilities not specifically modified by this Agreement shall remain the function of Management and the Board and in accordance with the provisions of RSA 273:1:XII.

3.2 The parties recognize the right of the Union to represent employees and to file grievances with respect to wages and other matters set forth in RSA 273-A.

ARTICLE IV UNION ACTIVITIES

4.1 The Board will not interfere with, restrain or coerce its employees because of membership or activity on behalf of the Union, as defined in this Agreement. The Board will not discriminate with respect to hiring, tenure of employment or any term or condition of employment against any employee because of membership in, or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union.

4.2 There shall be no Union activity on Board time except that which is necessary in connection with the conduct of negotiations under RSA 273-A and in the processing of grievances, and such shall be at no loss of pay.

4.3 The Board, when possible, will authorize three (3) days off during a contract year, without loss of time or pay for the union president or designee to attend a union affiliated convention or other union business such as conventions, conferences, seminars, and/or training sessions. The Union shall notify the Board no less than twenty (20) days in advance of such proposed convention or other such union related events. The supervisor may waive the twenty (20) day notice requirement at his/her discretion.

ARTICLE V NO STRIKE CLAUSE

5.1 The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The

Union agrees, therefore, that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by neither this Agreement, nor any instigation thereof during the life of this Agreement, and the Board agrees that there shall be no lockout.

ARTICLE VI SENIORITY

6.1 The first sixty (60) days of employment shall be considered a trial period to permit the Board to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The Board may discharge any probationary employee without such discharge being subject to the Grievance and Arbitration Procedures of this Agreement. Once a full-time employee has completed their initial sixty (60) day trial period they shall not be subject to the provisions in sections 6.1 and there shall be no trial period when transferring from one lateral assignment to another.

6.2 Seniority, for purposes of this Agreement, shall mean continuous service.

6.3 Continuous service shall be calculated from date of first employment or re-employment following a break in continuous service in accordance with Section 6.4 of this Article.

6.4 Seniority for all purposes shall be terminated for any of the following reasons:

- A. Voluntary quit;
- B. Discharge for just cause (as provided in Article VII of this Agreement);
- C. Failure to notify the Board of his intent to return to work within four (4) working days after notice of recall is given; reasonable exceptions to these time limits may be agreed to in cases of proven sickness or injury to the employee;
- D. Absence for three (3) consecutive working days without reporting to the Board, unless impossible to do so;
- E. Failure to report for work at the end of a leave of absence or extension thereof;
- F. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months, unless extended by mutual agreement for medical reasons.

6.5 When decreasing the work force or recalling after layoffs, seniority and past employee performance review reports shall be the determining factors whether the rehired employee can satisfactorily perform the job in question.

6.6 An employee shall not forfeit seniority during absences caused by:

- A. Illness resulting in total temporary disability due to his/her regular work with the Department involved, certified to by an affidavit from Workman's Compensation carrier.
- B. Illness not the result of his/her misconduct, resulting in total temporary disability, including maternity, certified by a physician's affidavit every three (3) months.

6.7 The preparation of a Seniority Roster shall be the responsibility of the District. The seniority list will be drawn up and posted twice a year at all schools in January and July subject to modification(s) of appropriate changes.

ARTICLE VII

DISCIPLINE AND DISCHARGE

7.1 An employee who has completed his probationary period shall not be suspended, disciplined or discharged except for just cause.

7.2 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied. When an employee is inefficient, has excessive lost time or excessively poor workmanship, he may be subject to appropriate discipline, including suspension without pay or discharge. In addition to any verbal warning, Director of Buildings and Grounds shall give at least one (1) written warning notice of the specific complaint against such employee with a copy of same to the Union. This would not apply in an emergency/crisis situation where immediate removal from campus is warranted. Refer to 7.3.

7.3 While on duty, causes for immediate discharge include proven theft, proven intoxication, being under the influence of illegal drugs, insubordination, incompetency, conviction of a felony, failure to perform assigned duties, failure to observe rules and regulations, and unauthorized absence from duty. For the purpose of this section, insubordination shall mean disobedience to authority.

7.4 All suspensions and discharges must be stated in writing with reason(s); and a copy given to the employee and the Union at the time of suspension or discharge. Notice of appeal from discharge or suspension must be made to the Superintendent in writing within eight (8) days from date of such notice. If the Superintendent and the Union are unable to agree as to a settlement of the case, then it may be appealed to the Grievance and Arbitration Procedures of this Agreement.

7.5 If an employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee. If a written reprimand is given, a copy will be sent to the Union President.

7.6 Upon discharge, the Board shall pay all money due the employee within twenty-four (24) hours of such discharge. Upon quitting, the Board shall pay all money due the employee on the payday following such quitting.

7.7 The service record of an employee, disciplined under the provisions of this Article, shall be cleared after a period of one (1) year, if disciplined under Section 7.2.

7.8 Just cause, for purposes of this Agreement, shall mean that the evidence supports the action.

7.9 Employees who are determined to have been improperly discharged under this Article 7, shall have their seniority restored.

ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURE

8.1 DEFINITION

A grievance for the purpose of this Agreement, is a complaint against the Board by an employee, or in the case of a class action grievance, by the Union in behalf of any group, with respect to the interpretation and/or application of a provision or provisions of this Agreement. The Board shall also have the right to file grievances under the Article.

8.2 A grievance must be filed within thirty (30) working days of its occurrence or when the employee should have known of its occurrence.

8.3 It is the intention of the parties that grievance be settled at the lowest possible step.

8.4 For the purpose of this procedure, one (1) workday (Saturdays, Sundays, & Holidays excluded) shall mean twenty-four (24) hours, following receipt of a grievance or an answer to a grievance.

8.5 PROCEDURE

Step 1. Within three (3) days of receipt of a formal grievance (written) the Director of Buildings and Grounds, whichever is appropriate shall meet with the employee and a Union Representative if requested by the employee. The Director of Buildings and Grounds will give his answer within five (5) working days. If no satisfactory settlement is reached at this Step, then within five (5) working days of receipt of the Director of Buildings and Grounds answer, the grievance will be reduced to writing and submitted to Step 2. If an action taken by the Building and Grounds Director is the cause of the grievance, said grievance may by-pass this Step 1 and proceed immediately to Step 2 as outlined on the next page.

Step 2. Within five (5) days of the receipt of the grievance the participants of Step 1 and the Superintendent will meet and examine the facts of the grievance. The Superintendent will give his/her answer within five (5) working days. If no satisfactory settlement is reached at this Step with the Superintendent then the matter may be referred to the Franklin School Board.—If the action taken by the Superintendent is the cause of the grievance, said grievance may by-pass this Step 2 and proceed immediately to Step 3 as outlined below.

Step 3. Within ten (10) working days of a grievance being referred to this Step, the School Board will hold a hearing with the participants and examine the facts of the grievance. The School Board will thereafter, within ten (10) working days of such hearing, give its answer. If the grievance is still not settled, the matter may be referred to arbitration as set forth in Step 4 of this procedure.

Step 4. Except as otherwise provided in this Article VIII, if the grievance remains unsettled then the matter may be referred to arbitration. Either party, shall have the right to refer to an impartial arbitrator any difference concerning the interpretation and application of this Agreement which have not been satisfactorily adjusted by the Steps established in the Grievance Procedure. The impartial arbitrator shall be appointed by mutual agreement of both parties and, if the parties are unable to agree within fifteen (15) working days upon the selection of an impartial arbitrator, the dispute shall be referred to the American Arbitration Association for disposition under its voluntary rules and procedures.

The arbitrator's power and authority shall be limited to interpretation and application of the provisions of this Agreement and he shall have no power or authority to add to, subtract from, alter, or modify any of the provisions of this Agreement. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expense of the arbitrator.

8.6 The arbitrator shall render his/her award in writing within thirty (30) working days from the date of the final hearing covering the grievance(s) referred to his/her. Extensions under this section shall require mutual approval.

8.7 General grievances may be introduced at Step 2.

8.8 Time periods specified in this procedure may be extended, in writing by mutual agreement.

8.9 Monetary claims, such as back wages, fringe benefits, etc., by an employee covered by this Agreement, or by the Union against the Board shall be valid for a period of **3 months prior to the date the grievance** was first discussed with the employer under the provisions of this Article VIII.

8.10 Saturdays, Sundays and Holidays are excluded in computing the time limits specified in this Article.

8.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).

8.12 The following matters are excluded from the arbitration provisions, but not from the grievance procedures of this Agreement:

- A. Economics, which are the prerogative of the City Council, i.e., additional funds as set forth in Section 16.7 of Article XVI.
- B. Management prerogatives as set forth in this Agreement and as provided and interpreted in RSA 273.
- C. School Board Policy.

8.13 The matters which are grievable but not arbitrable under the provisions of this Article VIII may be referred only through Step 5 and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provisions of this Agreement.

ARTICLE IX HOURS OF WORK AND OVERTIME

9.1 The parties recognize that employees' daily and weekly schedules and assignments are based on the Board's operating requirements and are subject to change.

9.2 Except as otherwise provided in this Agreement, nothing contained in this Article shall be construed as a guarantee of hours of work per day, or per week, or days of work per week.

9.3 The normal work week shall be forty (40) hours per week scheduled in five (5) consecutive days— Monday through Friday.

9.4 The normal daily work hours shall be eight (8). Meal periods may not exceed one-half (1/2) hour and shall be unpaid.

9.5 Reasonable overtime requirements may be an exception to the normal work day or work week. Time and one-half (1-1/2) shall be paid to eligible employees as follows:

- A. Hours worked in excess of forty (40) hours in any one (1) week.
- B. Hours worked on a designated holiday or on a day designated as a holiday by the School Board to replace a holiday on which school is scheduled. Work on a holiday on which school is scheduled for which another day has been designated as the holiday will be paid at a regular time.

- C. Hours paid for but not worked shall be counted in determining overtime liabilities.
- D. Double time (2) shall be paid for all hours between 12:00 a.m. Sunday through 12:00 a.m. Monday.

9.6 The Board will distribute overtime among the qualified employees by seniority and by building.

9.7 Wages, vacations, holidays, and any other employee benefits set forth in this Agreement, shall be calculated on a proportional basis using eight (8) as a base and paid if applicable at the employee's rate of pay at that time.

9.8 No part-time employee shall be assigned to overtime work until all regular full-time employees shall have had the opportunity for such assignment.

9.9 It shall be the duty of employees to make themselves available during the course of emergencies. Deliberate refusal without justification may result in disciplinary action. Emergencies shall be determined by the Superintendent of Schools or his/her designee.

9.10 When an employee is to work in a higher paid classification, he shall be paid the higher rate for as long as he is assigned to any such classification. During the summer months if an employee works two (2) or more hours of maintenance their time sheets will reflect the appropriate wage increase.

9.11 When a second shift employee works the day shift, he/she shall receive his/her usual premium rate. This provision shall not apply to the summer recess. Unless the employees are required to respond to an emergency, the second shift employees shall be allowed a minimum of ten hours off before reporting to work on the day shift. It is understood and agreed that the day of Franklin High School's graduation will be the day outside of the ten hour restriction because all custodial staff are needed to set up for graduation.

9.12 When a Holiday falls on a pay day, pay checks shall be made out, dated for and distributed the day before the Holiday. It is understood by the Franklin Custodians' Union provided that the "SAU 18 office staff" has the time and that their workload will permit this to occur and that it is not illegal nor against fiscal accounting rules and regulations of the New Hampshire Division of Revenue Administration (DRA).

ARTICLE X COMPENSATION

10.1 Effective January 1, 1981, the wage classification structure set forth in Appendix B is attached hereto.

10.2 When employees are required to use their personal auto for school business, then they shall be compensated at the current IRS mileage rate. Mileage shall be paid once a month to employees who have filled out appropriate forms.

ARTICLE XI HOLIDAYS

11.1 The parties recognize thirteen (13) paid holidays as follows:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Civil Rights Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day before Christmas
Labor Day	Day before New Year
Columbus Day	

11.2 The Board reserves the right, in its sole discretion, to schedule certain holidays at times other than their respective occurrence(s) when, in its judgment, such is in the best interest of the School District's need.

11.3 Eligible employees covered by this Agreement shall receive holiday pay based upon their straight time earnings for eight (8) hours provided the employee works on the scheduled day before and after said holiday unless on an excused absence.

11.4 Employees who are required to work on a designated holiday shall be compensated as outlined in Article IX, Section 9.5B.

11.5 Except as provided in Section 11.2 of this Article XI, whenever a holiday falls on a Sunday, it shall be observed on the following Monday. Whenever a holiday falls on a Saturday, it will be celebrated on the preceding Friday. Whenever State and Federal observances are in conflict, the Board shall determine which observance is applicable for the purposes of this Article.

11.6 When a paid holiday occurs during an employee's vacation, he/she shall be paid for the holiday in addition to his/her vacation pay, or the holiday. Such time off shall be taken at a time when it will not conflict with schedules of the Board.

ARTICLE XII
LEAVES OF ABSENCE

12.1 LEAVE OF ABSENCE

A) Employees with one (1) year or more of continuous service may, upon prior written notice to the Board when possible, be granted a leave of absence for good cause, and such leave may be extended for like cause. Employees shall receive no salary while on personal leave. Their rate of pay will be subject to any general increase or decrease in salary rates that may become effective during the leave. Employees shall be returned to the job held just prior to such leave, subject to employment conditions existing at the time of return.

B) Employees accepting employment or conducting a business outside of the Board during a leave of absence, or an extension of such leave, shall be terminated from the employment of the Board and shall lose all seniority rights.

C) The Board shall provide to the Union a report of all employees on extended personal leave of absence, together with the dates of expiration of such leave.

12.2 BEREAVEMENT LEAVE

A) The Board will permit up to three (3) days absence with pay because of the death of an employee's father, mother, wife, husband, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, foster parent, foster child, step parent, step child, grandparent, and grandchildren, significant other of the employee's household and the same relatives of the employee's spouse.

B) The Board will permit up to one (1) days absence with pay because of the death of an employee's aunt, uncle or cousin and the same relatives of the employee's spouse.

C) Such pay will be based upon eight (8) hours pay at the employee's regular hourly rate.

12.3 JURY DUTY LEAVE

A) The Board recognizes that it is the duty of every citizen to serve on a jury when requested by the local, State or Federal authorities. The Board will allow eight (8) hours pay at straight time at the employee's regular rate for each day of jury service, less the amount of compensation paid by the Court for such service.

B) The employee shall provide the Board with a statement of his/her earnings, excluding mileage, from jury service. When jury service is completed, the employee is required to report to work. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service.

12.4 MILITARY LEAVE OF ABSENCE

A) Military leave of absence shall be granted by the Board in accordance with existing State and Federal statutes.

B) An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service, based on the employee's regular daily rate.

12.5 SICK LEAVE

A) Full-time Employees shall be granted one~~—~~one quarter (1.25) days per month, cumulative up to fifteen (15) in any one (1) year, sick leave pay at the applicable pay rate. Employees shall be entitled to accumulation of sick leave up to a maximum of one hundred (100) days. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount no smaller than one hour. Employees shall be given a \$ 500 bonus if less than one sick day is used during the course of the contract year. A new employee must be an employee of record as of July 1st in order to be entitled to this bonus.

B) The District shall maintain a record of all credits and debits to the sick leave account of each employee. These sick leave accounts are available for inspection by the employees and the balance of sick days shall be reported on each pay check stub.

C) After three (3) days of absence, the employee may be required to present a physician's statement. The immediate supervisor or Board may request medical evidence from the Board's physician whenever they feel it is necessary or appropriate and the Board shall pay the cost of such examination.

D) The parties acknowledge and understand that they are bound to comply with the provisions of the Family and Medical Leave Act of 1993 (P.L. 103.3) (FMLA).

12) Custodians may use up to fifteen (15) days sick leave in any contract year to care for immediate family members who are suffering medical and health emergencies. Immediate family means spouse, parent, child, step-child, brother, sister and same relative of spouse.

- 13) The Board agrees to establish a sick leave bank to cover custodians in the event of a long-term illness. The sick leave bank shall be administrated by a committee composed of three (3) members, one each representing the Board, Administration and Union, hereafter called the Sick Bank Administrative Committee. Members shall serve for one (1) year, or until their successor is appointed. The Sick Bank Administrative Committee shall meet when requests are made. A majority of the members present shall constitute a quorum and a majority vote of those members and voting shall decide all questions. Telephone conferences may constitute a "meeting".

Custodians wishing to be covered agree to donate one (1) sick day annually to be deposited in said bank, such days to be deducted from the custodian's annual sick leave. The sick bank will be carried over from one year to the next, but shall not accumulate more than 100 days. The Chapter Chair of the union shall receive a semi-annual account of the number of days available in the sick bank and a list of the employees contributing. Members may enroll as soon as they have two sick leave days to contribute. Each succeeding fiscal year shall be a new enrollment period. The new enrollment period shall be July 1 to July 15. Employees who are hired after July 15 shall be permitted to enroll as soon as they have two days to contribute to the Bank.

Members shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided they have exhausted all of their accrued sick leave and provided they have contributed to the Bank.

Upon presentation of satisfactory medical evidence of disability of illness to the Administrative Committee and approved by said committee, a member may be granted up to thirty (30) additional days of sick leave. Should the member still be disabled after this time, he/she may request an additional thirty (30) days maximum. Withdrawal from sick bank cannot be used to extend FMLA beyond 12 weeks in any school year.

12.6 PERSONAL DAYS

The Board will permit up to three (3) **personal days** with pay. Said leave shall be used at any time provided the employee gives a minimum of forty-eight (48) hours advanced notice.

In an emergency situation advanced notice may be waived by the immediate supervisor.

12.7 OTHER LEAVES

Except as provided herein, leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the Board.

ARTICLE XIII

VACATION

13.1 Each permanent full-time employee covered by the Agreement shall be entitled to paid vacation benefits in accordance with the following schedule:

<u>SERVICE</u>	<u>VACATION AND PAY</u>
Six (6) months, but less than 12 months from date of hire	One Week
1 year but less than 3 years	Two Weeks
3 years but less than 7 years	Three Weeks
7 years but less than 15 years	Four Weeks
15 years or more	Five Weeks

13.2 The Board is under no obligation to provide work for employees entitled to no vacation. Senior employees shall have the preference in selecting the time they wish to take their vacation.

13.3 Vacation due in any vacation year must be taken from July 1 to June 30. **No more than five (5) vacation days may be carried over with written approval by Supervisor/Superintendent and must be used before August 31st of that same year.**

13.4 Vacation pay shall be equal to the normal weekly straight time pay of the employee as set forth in Article IX of this agreement.

13.5 Employees will request vacation (both in terms of date and duration) at times which do not conflict with the operations requirements of the Board. Request for 1 week or more shall be approved or disapproved in writing within two (2) weeks of such request. Any employee requesting less than one week shall give one (1) clear working day's notice for each day requested.

13.6 Upon retirement or resignation with two weeks notice by the employee, or in the event of his/her death, earned vacation time and pay shall be included in all final wage payments. Earned vacation time shall include all unused vacation that was entitled to

the employee on July 1st and that earned from July 1st to date of severance on an accrued basis. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

13.7 Any employee who is laid off, or is retired, shall be entitled to vacation and vacation pay to the date any such action occurs, in accordance with the schedules and eligibility requirements contained in this Article.

13.8 Vacation eligibility shall be calculated as of July 1st of any year for continuing employees. Vacation benefits shall accrue as of July 1st of each calendar year and will not accumulate from year-to-year. For new hires vacation eligibility shall be calculated from the date of hire and available after six months as accrued

ARTICLE XIV REPORTING AND CALL-IN-PAY

14.1 An employee who is scheduled to report for work during his/her normal week and who does report ready for work in accordance with his/her schedule, shall be guaranteed, as a minimum, four (4) hours straight time pay at his/her regular hourly rate provided he/she has not been previously notified before the conclusion of his/her previous day's work not to report.

This Section shall not apply where the Board's failure to provide work is because an employee refuses available work or because of circumstances beyond the Board's control.

14.2 An employee who is called in to work outside of his/her regular schedule shall be guaranteed, as a minimum, three (3) hours at one and one half (1-1/2) times his/her regular hourly rate. An employee who is scheduled to work outside of his/her regular schedule on overtime hours shall be guaranteed, as a minimum, three (3) hours at one and one half (1 ½) times the hourly rate.

14.3 In recognition of the difficulties imposed on the Board through failure of employees to comply with work schedules, an employee reporting late for, or absenting himself/herself from work without just cause shall be subject to discipline in accordance with the provisions of this Agreement. Employees shall, before starting time, or as early as practicable thereafter, give notice to the Board whenever they are to either report later or absent themselves from work.

14.4 The Board shall provide time clocks for employees to record their daily time record. Each employee shall punch in and out in order to report time worked for purposes of pay. No employee shall record time for another employee. Violations of this Section 14.4 shall be subject to appropriate disciplinary action.

ARTICLE XV
SAFETY CONDITIONS AND OCCUPATIONAL INJURY

15.1 Employees shall immediately, not later than the end of their shift, report any and all defects of equipment. Such reports shall be made on forms supplied by the Board. The employee shall retain a copy of any such report.

15.2 Employees shall be required to report immediately any accident and any physical injury sustained to their immediate supervisor within twelve (12) hours. In addition to reports required by law, employees shall file an accident report (on forms supplied by the Board) at the end of their shift and shall turn in all available information including names and addresses of witnesses to the accident. Failure by any employee to comply with the provisions of this Section 15.2 shall be the subject of appropriate disciplinary action.

15.3 The parties agree to establish a Safety Committee composed of three (3) members of the bargaining unit approved by the Union and three (3) members appointed by the Administration, approved by the Board, who may meet once every ninety (90) days for the purpose of reviewing safety.

15.4 If any employee is required by the Board to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Board. The determination for the application of this Section shall be made exclusively by the Board.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

16.2 The Board and the Union agree that there shall be no discrimination as a result of membership or non-membership in the Union, and that all practices, procedures and policies of the Board shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color,

religion, national origin, sex, domicile, sexual preference, or marital status. The Union shall share equally with the Board the responsibility for applying this provision of this Agreement.

16.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

16.4 The Board agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union consistent with this Agreement.

16.5 The names of employees selected as local officers and names of other Union representatives who may represent employees shall be certified in writing to the Board.

16.6 The Board will comply with all State and Federal statutes affecting employees covered by this Agreement.

16.7 Any agreement reached shall be reduced to writing and signed by the Board and the Union. Any agreement reached, which requires the expenditure of additional public funds for its implementation, shall not be binding upon the Board unless the necessary appropriations have been made by the Franklin City Council. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement.

16.8 The Board agrees to provide bulletin boards which shall be located in close proximity to the time clocks.

ARTICLE XVII INSURANCE

17.1 Subject to the provisions of Paragraph 5 of Appendix C of this Agreement, the Board agrees to maintain in effect an insurance plan for employees covered by this Agreement so long as they remain on the Franklin School Board payroll. See Appendix C attached hereto.

17.2 Except as provided in Paragraph 5 of Appendix C attached hereto, the Board will not itself pay the insurance benefits but will obtain policies or contracts from insurance companies which will administer said benefits.

17.3 The District may change health insurance providers as long as the new plan is reasonably equivalent to the current plans provided, which is the Access Blue SOS 20/40IKED-R10/25/40 M10/40/70. The District shall give advance notice of its intent to change providers in order to allow the Union the opportunity to determine that the new plans are reasonably equivalent. Except as provided in Paragraph 5 of Appendix C, participation in any of the benefits set forth in Appendix C of this Agreement shall be subject to such eligibility requirements of the respective insurance carrier and any disputes which arise in this respect shall be between the said carrier. The employee shall have no recourse to the Board in any such matter.

ARTICLE XVIII DUES DEDUCTION

18.1 Subject to the provisions of Article II, Section 2.4, the District agrees to deduct from each union member the current dues as certified to the employer by the Treasurer of the Union, and deliver the same to the Union Treasurer. Said deduction to be made each pay period. Except that, if an employee has no check coming to him/her or the check is not large enough to satisfy the assignments, then no collection will be made from said employee for that pay period. The dues deduction form is set forth in Appendix A attached hereto.

18.2 The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board in reliance upon written statements by the Union representatives or by reason of any action taken by the Board for the purpose of complying with this Article.

18.3 Along with the delivery of the dues to the Treasurer of the Union, the District will also deliver a list of all employees who have paid dues for the month.

18.4 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization.

Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

18.5 Any new employee who chooses not to join the Union shall pay an agency fee as a condition of employment. Said fee shall not exceed the dues amount.

ARTICLE XIX NOTICES UNDER AGREEMENT

19.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Franklin School District, 119 Central Street, Franklin, New Hampshire 03235.

19.2 Whenever written notice to the Union is provided for in this Agreement, such notice shall be addressed to the President, Franklin Custodians, AFSCME–AFL–CIO, at his then current address.

19.3 Either party, by written notice, may change the address at which future notices to it shall be given.

ARTICLE XX PROMOTIONS AND TRANSFERS

20.1 The District reserves and shall have the right to make promotions primarily on the basis of qualifications, ability and performance of duty, but shall be governed by District seniority where equal qualifications, ability and performance of duty, as determined by the District have been demonstrated.

20.2 Subject to Section 20.1 of this Article XX, the District agrees that whenever a new job is created in any school, or a vacancy is created in any school, the name of the school, the name of the job, and the requirements and pay grade of the job shall be posted in all schools and all employees shall be given five (5) working days to apply for said job. At least one job posting shall be on the Union Bulletin Board. Management shall make its determination to fill such a position within thirty (30) days following any such posting and notify the Union of such determination.

20.3 Employees will be given the opportunity to apply, and be considered for non-promotional openings in other than their own building, on the basis of seniority. To be eligible, an employee must request any such transfer in writing and be capable of satisfactorily performing the duties of any such opening.

20.4 An employee who successfully bids on a different position and obtains it shall remain in that position for six months before moving to or bidding on another position.

**ARTICLE XXI
FINAL RESOLUTION**

22.1 This Agreement represents the final resolution of all matters in dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

**ARTICLE XXII
DURATION OF AGREEMENT**

22.1 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2018, and from year to year thereafter unless written notice of desire to modify this Agreement is given by either party to the other by registered or certified mail, at least one hundred twenty (120) days prior to the expiration date of this Agreement. In the event a notice is sent by either party to the other then the terms and condition of this agreement shall continue to apply until the modified agreement is executed

ARTICLE XXIII
PRIVATIZATION OF CUSTODIAL SERVICES

If the Franklin School Board should enter into an agreement with a company to provide custodial services to the Franklin School District, or if the Franklin School Board should enter into an agreement with the City of Franklin for the consolidation of custodial services to be provided by the City of Franklin, the parties agree as follows:

- A) This collective bargaining agreement will terminate, and all its terms and conditions be null and void, one hundred-fifty (150) days after the Union receives written notice of the Franklin School Board's intent to terminate this contract.
- B) All members of the bargaining unit will be laid off at the time of privatization or consolidation.
- C) All members of the bargaining unit will retain recall rights for a period of two (2) years following the privatization or consolidation of such services. However, this recall provision does not require, nor in any way guarantee, employment with the private contractor or the City of Franklin, as the case may be.
- D) The union will be notified in advance of the bidding process and will be allowed to bid on any bid specs for privatization released to the public.

AFSCME STRONG

AFSCME Council 93

☐ **Yes! I am AFSCME Strong.**
I want a strong voice at work and in my community

Yes, sign me up to:

- ☐ Talk to colleagues at work about AFSCME
- ☐ Make phone calls to AFSCME members for campaigns
- ☐ Knock AFSCME member doors during campaigns

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member

PLEASE PRINT LEGIBLY.

☐ Re-commit

Local Number		Employer
Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Job Title
Cell Phone	Personal E-mail Address	

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature _____ Date _____

Contribution Form

Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O.

Deduction Per Pay Period

☐ \$5 ☐ \$10 ☐ \$15
☐ Other \$ _____ each pp

Circle jacket size.
S M L XL 2XL Other _____

For Office Use Only

☐ JACKET RECEIVED

Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature _____ Date _____

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT LEGIBLY.

Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Occupation
Local Number	Employer	
Cell Phone	Home Phone	

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address _____

**AFSCME
STRONG**

AFSCME Council 93
For my job.
For my family.
For my future.
I'm AFSCME STRONG
and ready to get to work

**AFSCME
STRONG**



We Make Northern New England Happen!

Visit us online at afscme93.org

Like us on Facebook at facebook.com/afscme93

Follow us on Twitter @afscme93

Text '93' to '237263' to receive periodic updates, calls to action
and other important information from your union!

AFSCME Council 93 • 8 Beacon Street • Boston, MA 02108 • (617) 367-6000 • (800) 367-9797

APPENDIX B
WAGE CLASSIFICATION PLAN

WAGE RANGE

<u>YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
7/1/16 – 6/30/17	13.65	16.32
7/1/17 – 6/30/18	13.92	16.65
Maintenance	16.00	20.00

1. Newly hired employees may be hired below the minimum range set forth above, but must move to the then current minimum by the end of their probationary period.

2. All employees covered by this Agreement shall receive wage increases during its term as follows:

Effective July 1, 2016 2% increase per hour in addition to their then current base hourly rate (excluding differentials),

Effective July 1, 2017 2% increase per hour in addition to their then current base hourly rate for each year thereafter of the contract (excluding differentials).

3. Employees who are employed as a Maintenance person shall, in addition to their regular wage rate, receive an additional **dollar twenty (\$1.20)** per hour over the base rate.

4. Employees who are assigned to work a shift will, in addition to their regular wage, receive an additional eighty cents (\$.80) per hour for second shift and **one dollar (\$1.00)** per hour for third shift for as long as they are assigned to any such shift.

5. Normal shift starting times shall be as follows:

1st shift	—	6:30 A.M.
2nd shift	—	3:00 P.M.
3rd shift	—	11:30 P.M.

6. Shift differentials are applicable to the following "single" holidays if they occur during the work week and not on weekends: Labor Day, Columbus Day, Veterans' Day, Presidents' Day, Civil Rights Day, and Memorial Day.

7. The Superintendent may hire and place new employees within the wage ranges set forth above at his/her discretion, but with due regard to rates paid to employees already in the system who have the same duties and responsibilities. In any event, the Superintendent shall make the final determination.

8. Employees assigned by the School Board to cover for the Buildings and Grounds Supervisor in the absence of such supervisor shall be paid at a daily rate as delineated on 0 step of the Administrative Agreement.

APPENDIX C INSURANCE

1. HEALTH INSURANCE

A) Health insurance premiums shall be paid by the District as follows:

- a. **90%** of single plan;
- b. **80%** of a two person plan;
- c. **75%** of a family plan.

B) The difference between the maximum contribution set forth in (A) above and the actual cost to the Board to provide the coverage selected will be payroll deducted from an appropriate number of payroll periods by the Board. The amounts of payment calculated hereunder shall be based on the premium costs of the **Districts Health Insurance Plan**.

C) Employees may elect not to take health insurance provided by the District if they can show proof of alternate health insurance coverage. In lieu of District provided health coverage an employee shall receive an annual payment of **two thousand (\$2,000)**.

2. DENTAL INSURANCE

A) The Board agrees to provide dental insurance equivalent to Northeast Delta Dental, Plan AB, and the Board agrees to contribute the single member cost.

B) Employees may select single, two (2) person or family coverage.

C) The difference between the two (2) person or family coverage selected in (B) above and the single member cost borne by the Board in (A) above will be payroll deducted from an appropriate number of payroll periods by the Board.

3. LIFE INSURANCE

A) The Board agrees to provide a \$25,000 term life policy including Accidental Death and Dismemberment, the cost of which will be paid by the Board.

B) Employees shall elect at least one beneficiary of the policy.

4. EXCLUSIVE RIGHT

The parties agree that the School Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Appendix C, including the right to self insure; however, the Board shall not have the right to diminish any of the benefits provide herein.

5. RETIREMENT

All bargaining unit employees retiring who are at least 55 years of age during their last year of employment and have worked for the Franklin School District for twenty (20) or more years will receive a severance bonus of one percent (1%) for each year of service. Service in the Franklin School System computed on the final year's salary as well as six (6) or more months of additional service will be rounded to an additional year. Employees wishing to take advantage of the retirement severance bonus will notify the District of their intention to retire on or before December 1st of the year previous (18 months) to their final fiscal year of employment. Employees have the right to appeal to the Franklin School Board to waive the **twelve month (12)** advance notice in the event of unforeseen circumstances.

IN WITNESS WHEREOF, The parties have executed this Agreement on this 10th day of May, 2017 as of the date and year first written above.

FRANKLIN SCHOOL BOARD

AMERICAN FEDERATION OF STATE COUNTY, AND MUNICIPAL EMPLOYEES,
AFFILIATED WITH AFL-CIO

BY _____
Timothy Dow, Board Chairman

BY _____
Gil Manning, Steward

BY _____
Dan LeGallo, Superintendent

BY _____
Steve Lyons, Chief Negotiator

BY _____
Amanda Bergquist, Business Administrator

BY _____
Vice President

, Negotiating Committee

, Negotiating Committee

Negotiating Committee

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****At any time either party, if they so choose, may request to reopen negotiations for the CBA date 2016-2018.**

2016-2017 Support Staff Contract Summary

Wording corrections

Salary Grid was updated to reflect positions we no longer have

Labor Day has been added to Part-Time Holidays

Addition of One in service day for training
(still to include training on early releases)

Health Insurance has changed plans to Access Blue SOS 20/40 1KDED R10/25/40 M10/40/70

The district to cover at 100% the premium of a Single Plan -
with this amount applied to a two person and / or family plan
This is a savings of (\$63,119.) in the first year.

.50% and a step First Year \$41,976.18

Over all Savings (\$21,142.82)

2016-2017 Custodian Contract Summary

Wording corrections

No more then 5 vacation days may be carried over and must be used by August 31st
with Supervisor/Superintendent approval

Health Insurance has changed plans to Access Blue SOS 20/40 1KDED R10/25/40 M10/40/70
(with a one time payment of \$1,000.00 for Custodians with Family plans)
90% for Single (increased from 85%)
Two person and Family stay the same at 80% and 75% repectively)
This is a savings of (\$11,675.) in the first year

Health Buyout \$2,000.00 from \$1,500.00

2% First Year \$19,000.38

A .20 cents increase to the shift differential (from .80 to \$1.00)
An addition .20 cents to the Maintenance (from \$1.00 to \$1.20)

Over all Increase \$7,325.38

TOTAL OF THE 2 CONTRACTS SAVED THE DISTRICT (\$13,817.44)

Agreement

between

**AFSCME Council 93/Local 3158 Support
Staff**

and

Franklin School Board

July 1, 2016

to

June 30, 2018

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PREAMBLE

The purpose and intent of the Franklin School Board and the Union entering into this Agreement is to promote harmonious relations between the School Board and the organized employees in the bargaining unit covered by the following Agreement.

ARTICLE 1

RECOGNITION

- 1.1 The School Board of Franklin, New Hampshire (hereinafter referred to as the "Board") hereby recognizes the American Federation of State, County and Municipal Employees, Council 93/Local 3158 (hereinafter referred to as the "Union") as the exclusive representative of the bargaining unit described below for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.
- 1.2 The Board recognizes the Union as the exclusive bargaining agent of all permanent full and part-time employees in the following job titles: Kitchen Workers, Assistant Head Cooks, Teacher Assistants, Cashiers, Teacher Assistants (Child Specific), Secretaries, Food Service General, Head Cook, Personal Care Assistants, Speech Assistants, Certified Occupational Therapist Assistants (COTAs) and Nurses in accordance with PELRB case no. M-0590 issued September 28, 2000.
- 1.3 Newly hired employees serve a probationary period of 90 calendar days. This contract does not apply to employees during their probationary period.
- 1.3a Current employees that move from one category to another will have a sixty (60) day probationary period. At the end of the sixty day period, either the employee or the supervisory may request a return to previously held position. This contract applies to current employees who move from one category to another during their (60) sixty day probationary period.
- 1.4 Definitions:
 - A. Full time Calendar Year Employee - An employee of the District who works or is scheduled to work 52 weeks per year, 37 ½ hours or more per week, including vacation time.
 - B. Full time Academic Year Employee - An employee of the District who works or is scheduled to work each week of the school academic year, 30 hours or more per week.
 - C. Part-time Employee –A calendar year employee who works or is scheduled to work less than 37 ½ hours per week, or an academic year employee who works or is scheduled to work less than 30 hours per week.
 - D. Probationary Employee – An employee during his/her first 90 calendar days of employment or one in his/her first 60 calendar days of employment in a different category.
 - E. Permanent Employee – An employee who has completed his/her probationary period.

ARTICLE 2

JURISDICTION AND AUTHORITY OF SCHOOL BOARD

- 2.1 The School Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district, in accordance with RSA 273-A:XI.
- 2.2 The parties agree that neither the school board nor the superintendent may lawfully delegate powers, discretion or authorities which, by law, are vested in them, and, this agreement shall not be construed so as to limit or impair their respective statutory powers, discretion or authorities.

ARTICLE 3

NON-DISCRIMINATION

- 3.1 The Board and Union agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of support staff or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, membership, activity in the Union and/or HIV, AIDS, and related diseases (Ref. Americans with Disabilities Act (ADA) July 26, 1990).

ARTICLE 4

UNION DUES

- 4.1 The Board agrees to deduct dues from the wages of employees in the union upon presentation of appropriate authorization forms specifying the dollar amount to be deducted. The Board shall make payroll deductions each pay period and shall remit such deductions along with a list indicating the name-and amount deducted to AFSCME Council 93, Business Administrator, 8 Beacon Street, Boston, MA 02108 on a monthly basis. However, if an employee has no check coming or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said employee for that pay period. The union agrees to hold the district harmless from any dispute arising under this article.
- 4.2 Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union during the duration of this agreement; however, an employee may at his/her discretion and in writing, withdraw his/her membership from the Union anytime within thirty (30) calendar days prior to each annual anniversary date of this agreement.
- 4.3 The Union shall post notices of the provisions of Section 4.2 as set forth above on all school bulletin boards sixty (60) calendar days prior to the anniversary date.
- 4.4 Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Board harmless in any such dispute.
- 4.5 All new hires as of July 1, 2012 with the school district who wish not to pay union dues shall pay an agency fee. Said fee shall not exceed the amount of annual union dues.

ARTICLE 5

SENIORITY

- 5.1 There shall be two (2) types of seniority, district seniority and classification seniority. Classifications for this Agreement shall be defined as those job titles identified under Article 1 in accordance with PELRB certification.
- 5.2 District seniority shall relate to the time an employee has been continuously employed by the District.
- 5.3 Classification seniority shall relate to the length of time an employee has been employed in a particular classification.

An employee working either as a:

- A. Administrative Assistant
 - B. Teacher Assistant, CSP, or PC
 - C. Kitchen Worker, Head Cook, Assistant Head Cook, Cashier, Food Service General,
may move within their classification (within their letter grade listed above) without losing seniority or step.
- 5.4 Seniority shall not be interrupted by approved leaves of absence.
 - 5.5 Seniority lists shall be posted once a year in October if requested in writing on or before September 15.
 - 5.6 This article confers no benefits. Its only effect is to define the term seniority as that term may be used under other provisions of this agreement.

ARTICLE 6

VACANCIES

- 6.1 Notices of bargaining unit vacancies shall be posted on the official bulletin board in each school. Such notices shall be posted for a period of at least five (5) workdays.
- 6.2 The posting shall contain a description of the position, labor grade, pay range, name of the school, name of the person to whom the application is to be returned and the date by which the application is to be returned.
- 6.3 By September 30th of each year the Board shall notify the President/Chairperson of the Union, in writing, of the names, addresses, rate of pay and position of each bargaining unit member.
- 6.4 The Board reserves the right to fill vacant positions with applicants from outside of the bargaining unit. When there is more than one applicant the Board may fill the vacancy with the more qualified applicant as recommended by the Superintendent and approved by the Board. When two or more applicants are judged to be equally qualified, applicants who are members of the bargaining unit shall be given preference. When two or more applicants who are members of the bargaining unit are judged to be equally qualified, the employee having the greater classification seniority shall be given preference.
- 6.5 In the event that the vacancy is filled on the basis of the seniority, the only matter that may be grieved will be the question of which employee has the greater seniority.

ARTICLE 7

REDUCTION IN FORCE

- 7.1 The Board shall have authority to determine the number of employees in each classification.
- 7.2 Lay-off shall be defined as a reduction in the work force occasioned by any reason other than the voluntary termination or discipline of an employee.
- 7.3 In the event the Board determined it is necessary to conduct a lay-off, it shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid unnecessary lay-offs.
- 7.4 Once it has been determined that a reduction in force is necessary, the basis for deciding which employee shall be laid off shall be the employee's performance recommended by the Superintendent and approved by the Board. Employees with the better performance shall be retained. In the event that the performance of all employees in a classification being considered for lay-off is determined to be equivalent, the employee with the least classification seniority will be selected for layoff. Bumping between classifications will not be permitted.
- 7.5 In the event that the Board effectuates a lay-off on the basis of seniority, the only matter that may be grieved will be the question of which employee had the greater seniority.
- 7.6 Should the Board decide to reduce the hours of an employee or a group of employees but not to reduce the actual number of employee(s), the Union shall be notified at least thirty (30) days in advance of such action.

ARTICLE 8

DISCIPLINARY ACTION

- 8.1 Disciplinary action shall normally follow in the following order, however, disciplinary action may be taken out of order depending on the severity of the infraction:
- A. Verbal warning
 - B. Written warning
 - C. Suspension without pay
 - D. Discharge
- Discipline does not include non-renewal of an employee at the end of the year.
- 8.2 No employee shall be disciplined without just cause. Discipline does not include non-renewal of an employee at the end of the year.
- 8.3 All disciplinary action shall be documented with a copy given to the employee at the time of such action.
- 8.4 Employees shall be entitled to supervised access to their personnel files on the second business day after notice has been given to the SAU office. Nothing that may be used against an employee shall be placed into the personnel file of an employee until the employee is given an opportunity to review it. The employee shall sign a statement acknowledging that the opportunity was given, but such signature shall not indicate agreement with it. Should an employee refuse to sign the acknowledgement, the material may be placed in the file with a notation that the employee refused to sign. Employees shall have the right to duplicate material in their personnel file, or which is to be placed in their file. A copy fee will be assessed at .25 cents per page to the employee.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 A grievance is defined as an alleged violation of a specific provision of this Agreement.

9.2 A grievance must be filed within ten (10) days of its occurrence or when the employee by reasonable diligence should have known of its occurrence.

Grievances shall be processed in the following manner:

Step 1: The matter will be discussed orally between the aggrieved employee and the employee's immediate supervisor who is not a member of this bargaining unit. The Union representative may be present if requested by the grievant(s). A decision shall be rendered within five (5) working days.

Step 2: If the grievant is not satisfied with the immediate supervisor's decision, he/she may appeal the decision to the Building Principal within five (5) days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- A. The nature of the grievance, i.e. the specific provisions of the contract which have been violated or misinterpreted or misapplied.
- B. The injury and the loss which is claimed, i.e., the specific loss to the employee in pay or benefits.
- C. The remedies sought.
- D. Date of the alleged violation or misapplication.

The Building Principal shall investigate the matter and communicate the decision in writing to the grievant within ten (10) days from receipt of the written grievance.

Step 3: If the grievance is not adjusted to the grievant's satisfaction in Step 2, the grievance may be further appealed to the superintendent in writing within five (5) days after receipt of the Step 2 decision. **The superintendent will meet with the Union representative and the Grievant and examine the facts of the grievance.** The superintendent shall investigate the grievance and render a decision in writing within ten (10) days after the receipt of the appeal.

Step 4: Within ten (10) working days of the grievance being referred to this Step the School Board will hold a hearing with the participants and examine the facts of the grievance. The School Board will thereafter within ten (10) working days of such hearing will give their answer. If the grievance is not settled it may be referred to Arbitration as set forth in Step 5 of this procedure.

Step 5: If the decision of the School Board does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the School Board of such request within ten (10) days of the School Board Step 4 decision. The following procedure shall be used to arbitrate the grievance:

- a. The Union will submit a request for arbitration to the American Arbitration Association under its rules within thirty (30) days of the superintendent's decision.
- b. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall be bound by and must comply with all the terms of this

agreement, and shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a “make-whole recommendation”, but may apply no penalty payments.

c. The decision of the arbitrator shall be final and binding.

9.3 The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Union. Any other expenses shall be paid by the party incurring same.

ARTICLE 10

LETTER OF INTENT

The Board shall provide by June 1st of each year, a letter of renewal or non-renewal for continuing employment to each employee.

- 10.1 Upon receiving an employment notice, the employee must advise the Superintendent within ten (10) working days of his/her intent to return. If an employee fails to do so, he/she will be assumed to have resigned voluntarily.
- 10.2 Any school year academic employee that signs an agreement stating their intent to return and fails to do so will be charged for the cost of their insurance over the summer months.

ARTICLE 11

LIABILITY

- 11.1 The Board shall save employees harmless from financial liability arising out of any claim, suit, or judgment against them because of an act taken by them in the course of their employment except in the case of gross negligence or gross misconduct.

ARTICLE 12

LEAVES

12.1 SICK LEAVE:

Full time calendar year employees shall accrue sick leave at the rate of 1.25 days per month with a maximum accrual of 100 days.

Full time academic year employees shall accrue sick leave at the rate of 1 day per month with a maximum accrual of 80 days.

The basis for accrual shall be the employee's date of employment with the District.

Employees, who on the effective date of this agreement have in excess of the maximum accrual shall be allowed to use those excess days as outlined in this Article.

Medical opinions acceptable to the Board may be required prior to payment of the sick leave benefit, after an absence of three (3) consecutive work days.

Sick leave shall be used for actual sickness or disability of the employee only, except that up to 15 days of accumulated sick leave per year may be used for the illness of the employee's child, spouse, or parent.

All part-time employees receive four (4) paid sick days per year based on the hours actually worked with a maximum accrual of 20 days.

12.1.1 SICK LEAVE BONUS

Full time calendar year employees shall be given a \$300 bonus if less than one sick day is used during the course of the contract year. A new employee must be an employee of record as of July 1st in order to be entitled to this bonus.

12.1.2 SICK BANK:

The Board agrees to establish a sick leave bank for employees covered by this Agreement. Prior to October 15 of each school year, each employee covered by this agreement may donate up to two (2) days from the days accrued set forth in Section 12.1 to be deposited in said "Bank". By March 15th of the same school year, employees may donate additional sick days providing they do not deplete their own sick leave. Unused sick leave days in the bank at the close of the school year will carry into subsequent years. To become eligible to request extended benefits from this sick bank, an employee must have exhausted all his/her accrued sick leave under Section 12.1 of this Agreement; present satisfactory medical evidence of disability or illness (excluding work connected accident); and get approval of the Superintendent or his/her designee. An employee may draw up to thirty (30) days from said sick bank in any one (1) year. Supervision of this bank, except for approval of the use of sick bank by the Superintendent or his/her designee, shall be conducted by the Superintendent or his/her designee and three (3) members of the Union. This section of the article shall not be grievable.

12.2 PERSONAL LEAVE:

Each full time employee is entitled to three (3) days personal leave of absence annually. Except in emergency situations, application for such leave shall be made to the Superintendent or designee 48 hours in advance. Personal leave may only be used for such matters as home emergencies, religious holidays, court appearances or other pressing personal business which cannot be conducted outside the school day. Personal leave may not be used to extend vacation or a holiday. Employees are not required to state a reason for personal leave requests, but must certify that its use will comply with the purpose set forth herein. Each part time employee will receive one (1) personal leave day.

12.3 HOLIDAYS

Full time calendar year employees shall receive the following 12.5 paid holidays;

Fourth of July	Christmas Day
Labor Day	½ New Year's Eve
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King/Civil Rights Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day
Christmas Eve	

Some holidays may be re-scheduled to coincide with the school calendar.

All full time academic year employees shall receive the following nine paid holidays:

Labor Day	Thanksgiving Day
Columbus Day	Christmas Day
Veteran's Day	New Year's Day
Day after Thanksgiving	Martin Luther King/Civil Rights Day
	Memorial Day

Some holidays may be re-scheduled to coincide with the school calendar.

Part-time Employees shall receive the following four paid holidays

Labor Day	Thanksgiving Day	Christmas Day	Memorial Day
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12.4 VACATION LEAVE

Full time calendar year employees shall accrue vacation leave in accordance with the following schedule:

- Start, through completion of five years of service – ten (10) days per year.
- Six years through ten years of service – fifteen (15) days per year.
- Eleven years through twenty years of service – twenty (20) days per year.
- Twenty years or more – twenty-five (25) days per year.

Vacation earned in one year is to be taken in the next year, except during the first year of employment when five (5) of the days earned may be taken after six months employment. Unused vacation may not be carried over into a subsequent year.

The basis for vacation accrual shall be the employee's date of employment with the District.

12.5 WORKERS' COMPENSATION

Shall be in accordance with applicable state statute. When a claim is accepted by Workers' Compensation, an employee shall receive a set portion of wages as prescribed by law. Employees must fill out a First Injury report and submit it within 24 hours of injury.

12.6 FMLA

The Board shall abide by the provisions of the FMLA and a copy of the Act shall be posted by the School District on the Unions' bulletin boards.

12.7 BEREAVEMENT LEAVE:

In the event of death of an immediate family member, the employee, on request, shall be excused with pay for the regular hours the employee would work up to three (3) working days.

“Immediate family” should include life partner or significant other, wife, husband, father, mother, step-parent, sister, brother, children, step-children, grandparent, grandchild, and the same relatives for the employee’s spouse or partner.

The Superintendent may grant bereavement leave on a case by case basis for the death of someone not listed. The Superintendents decision shall be final.

12.8 MILITARY LEAVE: Shall be in accordance with applicable state statutes.

12.9 JURY DUTY:

If an employee is called as a juror he/she shall be paid the difference between the fee received for such service and his/her daily rate of pay. In order to receive payment an employee must give the Superintendent/Designee prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims payment. The provisions of this section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

12.10 LEAVE OF ABSENCE WITHOUT PAY:

Unpaid leave of absence may be granted for reasons other than those stated above at the sole discretion of the Board. The decision of the Board shall not be subject to the provisions of the grievance procedure.

ARTICLE 13

HOURS OF WORK AND OVERTIME

- 13.1 The normal workweek shall consist of any work performed up to eight (8) consecutive hours per day, Monday through Friday. The normal workday shall consist of any work performed up to eight (8) consecutive hours per day. Nothing herein shall be construed as guaranteeing employees forty (40) hours of work per week or eight (8) hours of work per day nor from preventing required work on a week-end. Work week ends midnight on Saturday.
- 13.2 Time worked in excess of forty, (40) hours in any one (1) week shall be paid at the rate of time and one-half (1-1/2). All paid leave occurring during the workweek shall be counted as hours worked for the purpose of determining the forty (40) hours. Overtime must be preapproved by Superintendent/Designee.
- 13.3 The workweek shall not be interrupted to avoid the payment of overtime.
- 13.4 Any employee who has left work and is recalled prior to the next shift shall be paid a minimum of two (2) hours at the applicable rate.
- 13.5 In a delayed opening, as determined by the Superintendent or his/her designee, employees shall not be required to report to work more than fifteen (15) minutes prior to the opening of school in the building to which they are assigned. Employees will be paid for a full day in the case of delayed openings but if that delay turns into a cancellation the employee will not be entitled to payment.
- Food Service Workers required to report to work in order to prepare food in a timely manner will be paid a minimum of three hours (3) if the delay becomes a cancellation.
- 13.6 In cases of an early dismissal for emergency reasons as determined by the Superintendent or his/her designee, employees that have a scheduled day of work for said day shall be paid for that day of work.
- 13.7 Each employee shall be guaranteed an unpaid thirty (30) minute lunch period daily.
- 13.8 Upon mutual agreement between the employee and his/her supervisor the employee may work a flex schedule. Principals have the authority and the responsibility to schedule and to monitor the workday of support staff employees in their building. In the implementation of this task, Principals shall be guided by the following:
1. All employees are expected to be punctual and attentive to their duties, guided by the principal "A day's work for a day's pay".
 2. If an employee needs to be absent from their duty assignment for up to two hours, the Principals shall use their discretion in waiving the time, scheduling comp time, or not paying the employee for time away from school.
 3. If an employee is absent from school (for reasons other than listed in the contract) in excess of two (2) hours, then the employee shall either not be paid for that time or be scheduled to make up the lost time, at the discretion of the Principal.

ARTICLE 14

TEMPORARY ASSIGNMENT

- 14.1 An employee may be temporarily assigned to the work of any position of the same or lower classification without a change in pay. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position.
- 14.2 Employees will be compensated on a plus rate (no less than 5% to the nearest whole cent) above his/her present rate or the minimum pay of the bargaining unit classification to which they are temporarily assigned, whichever is higher, for working a higher level classification after five (5) consecutive days of temporary assignment. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position and pay rate.
- 14.3 Employees temporarily assigned to a non-bargaining unit position shall receive ten percent (10%) above his/her present rate of pay after five (5) consecutive days of temporary assignment. Upon cessation of such temporary assignment, the employee shall be restored to his/her original position and pay rate.
- 14.4 An assistant assigned to substitute for a teacher for an entire day (with no teacher present) shall receive ten percent (10%) above his/her present rate of pay, or Sixty Dollars (\$60.00) whichever is greater.

ARTICLE 15

INSURANCE

- *15.1 **HEALTH INSURANCE:** The Board shall offer health insurance coverage to all full time calendar/academic year employees. The Board shall pay 100% of the cost of a single premium for Access Blue SOS 20/40/1KDED-R10/25/40 M 10/40/70. The employee may choose to apply the dollar equivalent of this amount to a two-person or family Access Blue SOS
- 15.2 An otherwise qualified employee who has provided notification to the Board stating that he/she elects not to participate in the Board offered health insurance coverage along with documentation providing for alternative coverage shall be eligible for a payment of \$700 per year payable in the last yearly paycheck and prorated from the first full month of alternative coverage beginning in August 2016.
- 15.3 **LIFE INSURANCE:** The Board shall provide, at its cost, life insurance to all full-time calendar/academic year employees in the amount of \$17,500. Said monies shall be dispersed to the employee's designated beneficiary.
- 15.4 **DENTAL INSURANCE:** The Board shall pay for each full time calendar/academic year employee up to, but not more than, the cost of the single plan of the company the Board is using.
- 15.5 This Article does not apply to part time employees.

ARTICLE 16

BULLETIN BOARDS

- 16.1 The Board shall provide space on bulletin boards for the posting of notices of the Board addressed to the employees and notices of the Union addressed to the members. The Board shall locate its bulletin boards at convenient places within each school. No Union notice shall be posted in or around the Board's property except on such boards and no notice shall be posted until it has been signed by the appropriate Union representative.

ARTICLE 17

SAFETY

- 17.1 The Board shall have the right to make regulations for the safety and health of its employees during their hours of employment. The Union agrees that its members who are employees of the Board will comply with the Board's rules and regulations relating to safety, economy and efficiency of services to the Board and the Public.
- 17.2 The Board agrees that the bargaining unit employees shall be represented as may be required by State Statute on the Joint Loss Management Committee.
- 17.3 The Union and its members agree to exercise proper care of all Board property issued or entrusted to them during their work hours.

ARTICLE 18

STRIKES AND LOCKOUTS PROHIBITED

- 18.1 The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. The Union agrees, therefore, that there shall be no strikes, work stoppages or other concerted refusal to perform work by employees covered by this Agreement, nor any instigation thereof during the life of this Agreement.
- 18.2 The Board agrees not to lock out bargaining unit employees.

ARTICLE 19

SEPARABILITY

- 19.1 Should any article, section or portion thereof of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof specified in the decision, and all other provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated herein. By mutual agreement the parties may meet and negotiate only on the specifically declared article, section, or portion thereof.

ARTICLE 20

STABILITY OF AGREEMENT

- 20.1 This instrument constitutes the entire Agreement of the Board and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
- 20.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. The foregoing waiver of obligation to bargain may be superseded by mutual written agreement of the parties, or if it is ascertained that specific information had been requested by either party and withheld by the other party.

ARTICLE 21

PERSONNEL MATTERS

- 21.1 Any formal evaluation of a bargaining unit employee shall be conducted by the employee's immediate supervisor who is not a member of this bargaining unit. An employee shall be given a copy of any formal evaluation report prepared by his/her evaluator before any conference held to discuss it. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.
- 21.2 The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a permanent part of said file. A 24 hour notice is required. Reproduction of such material may be made by hand or copying machine at the employee's expense.
- 21.3 Representatives of the Union may meet with the Superintendent or his/her designee once a month after working hours to discuss matters of mutual concern, at a mutually agreed time and place. A written agenda may be exchanged between the Union and the Superintendent no less than five (5) working days before the scheduled date of the meeting. Nothing contained herein shall prevent the Superintendent or his/her designee and the Union from meeting on a less frequent basis.

ARTICLE 22

EDUCATIONAL INCENTIVE/PROFESSIONAL DAYS

- 22.1 The Board agrees to provide reimbursement for tuition, books and registration fees to employees holding full time NURSE or COTA positions, and who complete approved course/workshops not to exceed the sum of \$500 per employee per year. The Board shall not be required to expend in excess of the sum of \$5,000 per year for this benefit. Distribution shall be on a first come first served basis.
- A. Course must be work related and approved in advance.
 - B. The reimbursement shall be paid to the employee upon presentation of a certificate of satisfactory completion of the workshop or reimbursement of 100% for a grade of B or better for the course.
 - C. An employee must have been employed for a minimum of one year to be eligible for education incentive reimbursement.
 - D. All support staff may apply for additional educational reimbursement on a case by case basis, including nurses and certified occupational therapy assistants (COTA).
- 22.2 A full time nurse or COTA shall be allowed a maximum of two (2) days of professional leave per year with pay to attend workshops or conferences directly related to maintaining his/her licensure or certification. Professional leave is subject to the approval of the building principal and the Superintendent and the availability of building coverage.
- 22.3 The Board may add or subtract in-service days to any individual contracts.
- 22.4 Nothing in this section shall prevent the Board from requiring an employee to attend a workshop or conference. If the Board requires an employee to attend a workshop or conference, the Board will pay said workshop or conference costs.
- 22.5 On early release days, support staff employees shall be allowed to attend workshops or training and will not incur loss of pay.

ARTICLE 23

RETIREMENT/SEVERANCE PAYMENT

- 23.1 The Board shall continue to provide New Hampshire State Retirement to employees as required by the plan.

ARTICLE 24

LABOR GRADES/WAGES

24.1 LABOR GRADES:

1001	1002	1003	1005	1006	1007	1008	1009
Food Service Kitchen Worker	Food Service Asst Head Cooks	CSP Teacher Assistants	Food Service General Services	Secretary Administrative Assistant	Speech Assistants	COTA	Nurses
	Cashiers			High School Registrar			
	Teacher Assistants			Personal Care Assistants Food Service Head Cook			
	Library Assistants						

Employees shall be paid on a bi-weekly basis.

24.2 When employees are required to use their personal vehicle for school business, then they shall be compensated based at the per mile rate within IRS guidelines. However, any change in assignment from one building to another building for a period of one (1) full work day or longer is not to be considered as requiring use of the vehicle for school business. Mileage shall be paid once a month to employees who have filled out an appropriate form.

24.3 Wage Increases:

.50% with steps Year One

.50%with steps Year Two

Employees above Step 20 will receive an increase of 2% each year.

For new employees, the beginning salary shall be as listed in Appendix A, but may be adjusted by the Superintendent for direct or related experience so long as the rate does not exceed the rate paid to current employees with the same or similar experience. Management will inform the Union annually at the start of each academic year if any employee is hired at a rate greater than the starting salary level.

ARTICLE 25

DURATION

- 25.1 This Agreement shall be in full force and in effect until twelve (12) o'clock midnight June 30, 2018, and year to year thereafter unless written notice of desire to modify this agreement is given by either party to the other by registered or certified mail, at least one hundred twenty (120) days prior to the expiration date of this Agreement. In the event a notice is sent by either party to the other then the terms and condition of this agreement shall continue to apply until the modified agreement is executed.
- 25.2 The Board agrees to provide the PELRB with an executed copy of this Agreement within fourteen (14) days of signing.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 2nd day of May, 2017.

FRANKLIN SCHOOL BOARD

AMERICAN FEDERAL OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFFILIATED
WITH AFL-CIO

By _____
Board Chairman

By _____
Union President

By _____
Chief Negotiator

By _____
Chief Negotiator

By _____
Superintendent of Schools

By _____
Association Representative

By _____
Association Representative

MEMORANDUM OF AGREEMENT

HEALTH INSURANCE, SICK LEAVE AND HOLIDAYS

The following employee shall be “grandfathered” as a “full-time academic year employee” and receive benefits accordingly under the Agreement between the Union and the School Board:

Joanne Rocci-Audet

APPENDIX A
AFSCME Council 93/ Local 3158 Support Staff Salary Schedules

Proposed 2016-2017

	1001	1002	1003	1005	1006	1007	1008	1009
0	9.10	9.74	10.26	10.72	11.58	15.92	18.45	18.58
1	9.32	9.99	10.52	11.01	11.87	16.33	19.00	19.05
2	9.56	10.22	10.78	11.26	12.16	16.73	19.48	19.53
3	9.79	10.50	11.06	11.54	12.48	17.14	19.96	20.01
4	10.04	10.76	11.33	11.84	12.78	17.58	20.47	20.52
5	10.29	11.04	11.62	12.12	13.10	18.02	20.99	21.04
6	10.54	11.32	11.91	12.43	13.43	18.46	21.50	21.56
7	10.81	11.60	12.18	12.75	13.76	18.92	22.03	22.09
8	11.10	11.89	12.51	13.07	14.10	19.39	22.58	22.64
9	11.36	12.17	12.82	13.40	14.45	19.88	23.15	23.20
10	11.65	12.49	13.14	13.74	14.82	20.38	23.73	23.76
11	11.95	12.80	13.45	14.07	15.20	20.90	24.32	24.37
12	12.24	13.11	13.80	14.42	15.57	21.43	24.93	24.98
13	12.55	13.44	14.16	14.79	15.96	21.96	25.54	25.60
14	12.86	13.78	14.50	15.15	16.36	22.50	26.18	26.25
15	13.19	14.12	14.86	15.53	16.77	23.05	26.85	26.90
16	13.51	14.47	15.23	15.91	17.20	23.63	27.52	27.57
17	13.85	14.84	15.61	16.32	17.62	24.23	28.20	28.36
18	14.25	15.23	16.01	16.71	18.02	24.81	28.88	29.04
19	14.59	15.59	16.39	17.11	18.44	25.42	29.58	29.75
20	14.93	15.96	16.77	17.52	18.86	26.03	30.30	30.47

Proposed 2017-2018

	1001	1002	1003	1005	1006	1007	1008	1009
0	9.15	9.79	10.31	10.77	11.63	16.00	18.54	18.68
1	9.36	10.04	10.57	11.06	11.92	16.41	19.09	19.15
2	9.60	10.27	10.83	11.32	12.22	16.82	19.57	19.62
3	9.84	10.55	11.11	11.60	12.54	17.22	20.06	20.11
4	10.09	10.81	11.38	11.90	12.84	17.67	20.57	20.62
5	10.34	11.09	11.68	12.18	13.16	18.11	21.09	21.14
6	10.59	11.37	11.97	12.50	13.50	18.55	21.61	21.66
7	10.86	11.65	12.24	12.81	13.83	19.01	22.14	22.21
8	11.15	11.95	12.57	13.13	14.17	19.49	22.69	22.76
9	11.41	12.23	12.88	13.46	14.53	19.98	23.27	23.32
10	11.71	12.55	13.20	13.81	14.90	20.48	23.85	23.88
11	12.01	12.86	13.52	14.14	15.28	21.01	24.44	24.49
12	12.30	13.17	13.87	14.49	15.65	21.54	25.06	25.11
13	12.61	13.51	14.23	14.86	16.03	22.07	25.67	25.73
14	12.92	13.85	14.57	15.22	16.44	22.61	26.32	26.38
15	13.26	14.19	14.93	15.61	16.86	23.16	26.98	27.03
16	13.58	14.55	15.31	15.99	17.28	23.75	27.66	27.71
17	13.92	14.91	15.69	16.40	17.71	24.35	28.34	28.50
18	14.32	15.31	16.09	16.79	18.11	24.94	29.03	29.19
19	14.66	15.67	16.47	17.20	18.53	25.54	29.73	29.90
20	15.00	16.03	16.86	17.61	18.96	26.16	30.45	30.62

**FRANKLIN SCHOOL DISTRICT
AND
AFSCME LOCAL 3158, FRANKLIN SUPPORT STAFF**

SIDEBAR

This sidebar is entered by and between the parties to memorialize certain agreements made during negotiations that led to their July 1, 2016-June 30, 2018 Collective Bargaining Agreement.

1. The Board will pay extra liability insurance premiums not to exceed \$150 per individual per year for nurses and COTAs currently employed as follows:

Margaret Lohmann

Jackie Batchelder

2. The Board may pay a stipend of its choosing to employees acting as Health Coordinator.

3. Jackie Batchelder, COTA, may accumulate up to fifteen (15) days of sick time per year at the rate of 1.5 days for each month of employment; cumulative up to 100 days. In addition, she will receive a pay raise equal to that agreed to for support staff.

This Sidebar shall remain in effect only during the term of the July 2016- June 30, 2018 Collective Bargaining Agreement.

CITY COUNCIL MEETING
AGENDA ITEM VII



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**
City Council June 2017

From: Elizabeth Dragon – City Manager
Subject: Set public hearing Resolution #11-17
Nuisance Abatement funds

June 2017 council meeting:

Recommended Motion: *"I move the Franklin City Council approve Resolution #11-17 for the appropriation of \$20,000 to the nuisance abatement account by a roll call vote."*

May 22, 2017 workshop:

Recommended Motion: *"I move the Franklin City Council set a public hearing for Monday June 5th, 2017, at 6:00pm on Resolution #11-17 for the appropriation of \$20,000 to the nuisance abatement account, said funds originating from sale of tax deeded property."*

Discussion:

At the May 1, 2017, Council meeting I provided an update on work being done at 196 Central Street (former Ciao pasta building). Lakes Region Planning Commission notified us that we were awarded Brownsfield Grant funds at the property to conduct assessment work. I requested support from the council to use a portion of tax deeded sales revenue as part of this project to prepare the site for future use. The building will need to be demolished and all hazardous material abated (asbestos etc). The Council indicated their support. This is the next step in the process.

This year we had a difficult winter and our expenses are estimated to be very close to our approved overall appropriations for the entire municipal budget. Therefore, there are no additional funds in the budget to complete the work. However, our revenues are in excess of what we budgeted overall and specifically in the area of tax deeded property sales. Therefore, I would like to use the additional dollars received from tax deed property sales (\$20,000) to reinvest a portion or all in the clean up this tax deeded site.

This is part of an overall plan to prepare the area for redevelopment and address environmental hazards. It is possible we will also be able to access petroleum remediation funds from the state depending on test results.

Fiscal Impact: The revenue from sale of tax deeded property exceeds what was budgeted for Fiscal Year 17. The additional funds will be used to assist with the clean up of another tax deeded property to prepare it for sale & re-use.

Attachments/Exhibits: 1. Resolution #11-17



CITY OF FRANKLIN, NEW HAMPSHIRE
"The Three Rivers City"

316 Central Street
Franklin, NH 03235

(603) 934-3900
fax: (603) 934-7413
cityhall@franklinnh.org

RESOLUTION #11-17

A Resolution Relating to a supplemental appropriation for Fiscal Year 2017.

In the year of our Lord, Two Thousand Seventeen,

WHEREAS, the City Council of the City of Franklin, New Hampshire adopted a budget for Fiscal Year 2017 beginning July 1, 2016, and;

WHEREAS, the City has received approximately \$20,000 more in revenue than anticipated from the sale of municipal property including tax deeded property, and;

WHEREAS, the City Council of the City of Franklin, New Hampshire recognizes the need to continue the work of cleaning up properties around the City in order to sell them to private individuals so the property value is back onto the property tax roll, and;

WHEREAS, the Franklin City Council wishes to appropriate the additional \$20,000 in sale of municipal property revenue received to the nuisance abatement account in the fiscal year 2017 budget, Now,

THEREFORE BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, June 5, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 11-17 authorizing an increase in fiscal year 2017 revenues:

Sale of Municipal Property Acct. No. 01-0-000-35011-000, Twenty Thousand Dollars (\$20,000), and

An increase in fiscal year 2017 expenditure account:

Nuisance Abatement Acct. No. 01-1-302-40491-000, Twenty Thousand Dollars (\$20,000),

By a roll call vote.

Roll Call:

Councilor Barton	_____	Councilor Dzujna	_____	Councilor Ribas	_____
Councilor Clarenbach	_____	Councilor Giunta	_____	Councilor Wells	_____
Councilor Desrochers	_____	Councilor Moquin	_____	Councilor Zink	_____

Approved: _____
Interim Mayor

Passed: _____

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie A. Gargano is the City Clerk for the City of Franklin, Franklin, New Hampshire.

A true copy, attested: _____
City Clerk

Date: _____

**CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING & MEETING**

In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, June 5, 2017 at 6:00 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #11-17, appropriating \$20,000 to the nuisance abatement account, said funds originating from sale of tax deeded property.

Provisions for persons with special needs can be made by contacting the City Manager's office, via telephone or mail at least five days prior to the public hearing.

**City of Franklin
316 Central Street
Franklin, NH 03235
(603) 934-3900**

CITY COUNCIL MEETING
AGENDA ITEM VIII



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
City Council Meeting, June 5, 2017

From: Kevin LaChapelle, Fire Chief

Subject: For the Franklin City Council to consider re-naming a portion of the road that is currently known as *Park View Drive*.

Recommending motions:

June 5, 2017

1. Councilor moves: "I move that the Franklin City Council schedule a public hearing on; June 20, 2017 to adopt Resolution #13-17."

July 3, 2017

2. Councilor moves: "I move the Franklin City Council re-name the proposed portion of *Park View Drive* to *Kenwood Avenue*"
 3. Mayor asks a second, discussion, and calls the vote.
-

Background:

1. NH State RSA 231:133- (NH911 Addressing Standards) suggest that any driveway that has 3 or more structures or has foreseeable development, should have its own street name, whether public or private.
2. Chief LaChapelle has been working with Director Lewis, Manager Dragon, the Town of Sanbornton and several property owners on Park View Drive to ensure clear, concise and consistent emergency response preplans for the said area.
3. Park View Drive has historically been a "Sanbornton Roadway". However, there is development activity on the Franklin side of Parkview Drive. There is also a great deal of confusion and trespassing that occurs on private property leading to several living unit structures in Sanbornton. None of these properties in Sanbornton can be accessed other than from the Franklin side of *Park View Drive*. Chief LaChapelle and Director Lewis have attempted resolution with the Town of Sanbornton to no avail.
4. There is a great deal of historical information that leads to further confusion that encompasses lot lines in the Gile Pond Road/Park View Drive area. Chief LaChapelle, Director Lewis and City Manager Dragon all concur that the historical name (circa 1927) *Kenwood Avenue*, would be best suited for the section of road that leads from New

Hampton Road down to Gile Pond Road. This proposed change has been vetted through NH 911 mapping.

5. By naming this as a private roadway we will accomplish several things;
 - Private road will allow further review and requirement specifications when development is proposed;
 - Naming will be in alignment with NH RSA 231:133a;
 - Most importantly, naming this road will enhance our ability to respond without flaw and address confusion.

Fiscal Impact: A private road sign will be purchased by the property owners for this project.



CITY OF FRANKLIN, NEW HAMPSHIRE

"The Three Rivers City"

316 Central Street
Franklin, NH 03235

(603) 934-3900
fax: (603) 934-7413
cityhall@franklinnh.org

RESOLUTION #13-17

A Resolution relating to the re-naming of a portion of Park View Drive to be known as Kenwood Avenue.

In the year of our Lord, Two Thousand Seventeen,

WHEREAS, State of NH 911 Mapping clearly indicates the procedures for mapping structures by virtue of NH RSA 231:133, and;

WHEREAS, as a result of specific land owner changes and the request for building permits and projected future habitation, and;

WHEREAS, the City of Franklin, New Hampshire recognizes the need for the portion of Park View Drive that runs from New Hampton Road to Gile Pond Road be changed as a matter of clarity in emergency response, Now,

THEREFORE BE IT RESOLVED that at the scheduled meeting of the City Council on Monday, July 3, 2017 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution #13-17 authorizing the road name change of Park View Drive in the section that runs from New Hampton Road to Gile Pond Road to be known as Kenwood Avenue.

By a roll call vote.

Roll Call:

Councilor Barton	_____	Councilor Dzujna	_____	Councilor Ribas	_____
Councilor Clarenbach	_____	Councilor Giunta	_____	Councilor Wells	_____
Councilor Desrochers	_____	Councilor Moquin	_____	Councilor Zink	_____

Approved: _____
Mayor

Passed: _____

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie A. Gargano is the City Clerk for the City of Franklin, Franklin, New Hampshire.

A true copy, attested: _____
City Clerk

Date: _____



504 NEW

434 NEW HAM

NEW HAMPTON ROAD

29

29 PARK VIEW DR

PARK VIEW DR

PARK VIEW DR A251

32

PARK VIEW DR

PARK VIEW DR

PARK VIEW DR

32 PARK VIEW DR

28

28 PARK VIEW DR

PARK VIEW DR

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PARK VIEW DR

PARK VIEW DR

GILE POND ROAD

112

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CITY COUNCIL MEETING
AGENDA ITEM IX



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting, June 5, 2017

From: Kevin LaChapelle, Fire Chief

Subject: For the Franklin City Council to consider naming the driveway that leads to the Franklin Animal Shelter. This proposed road name is; “*Rescue Road*”

Recommending motion:

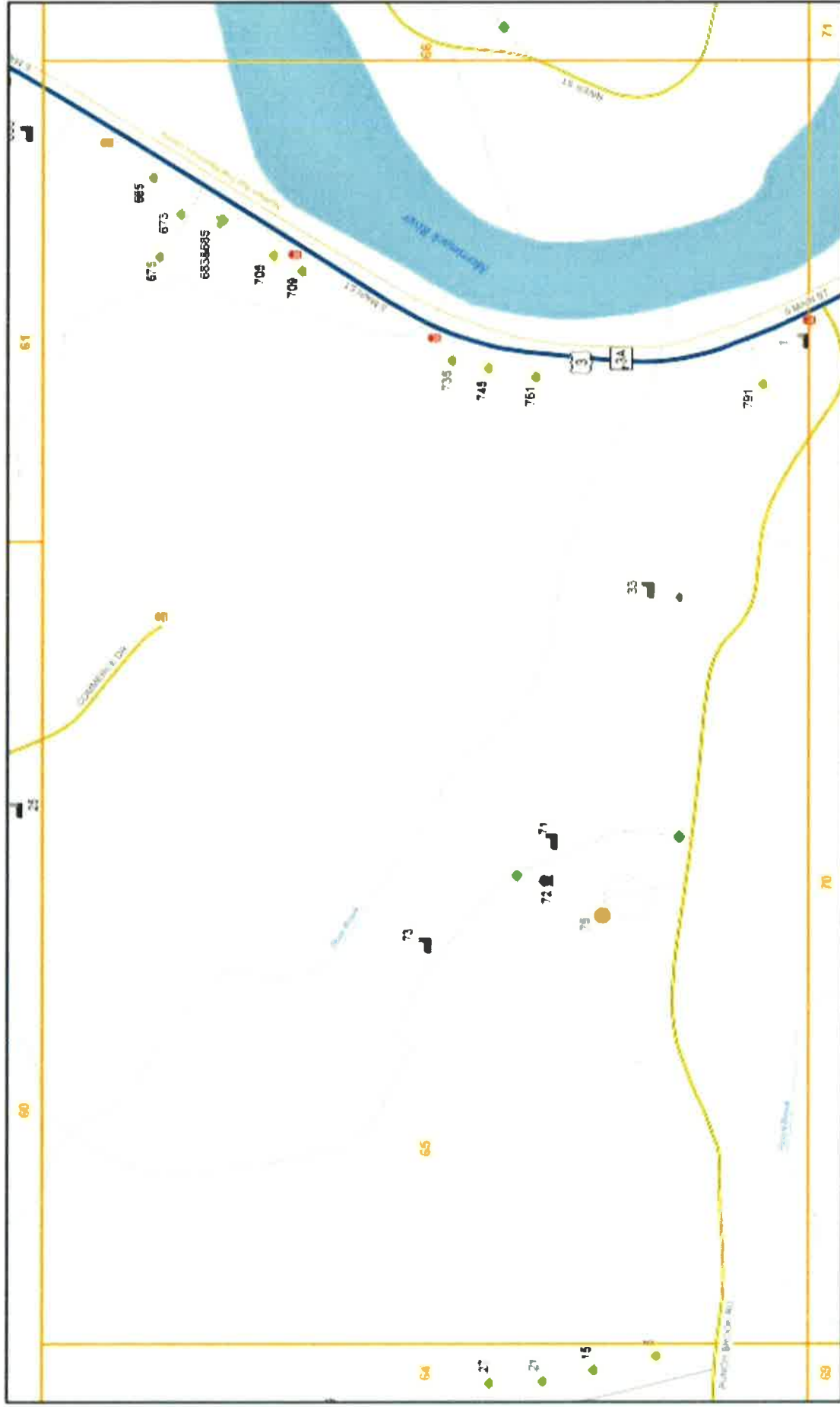
1. Councilor moves: “I move the Franklin City Council name the driveway for the Franklin Animal Shelter as “*Rescue Road*”.”

2. Mayor asks a second, discussion, and calls the vote.

Background:

1. NH State RSA 231:133- (NH911 Addressing Standards) suggest that any driveway that has 3 or more structures or has foreseeable development, should have its own street name, whether public or private.
2. Chief LaChapelle has been working with the members of the Franklin Animal Shelter to choose a fitting name for this private roadway, hence Rescue Road.
3. The current driveway that leads to the Franklin Animal Shelter, Franklin Police Impound Yard, Franklin MSD Warehouse, and the Ash-Dump Office/Garage are known as addresses of Punch Brook Road. The MSD Warehouse currently has no address. This situation has historically proven for emergency response confusion. This proposal has been vetted through NH 911 Mapping. The proposed road name will encompass the driveway that leads to the said structures and the entire main road that leads to the gate to Industrial Park Drive.
4. By naming this as a private roadway we will accomplish several things;
 - Private road will allow further review and requirement specifications when development is proposed
 - Naming will be in alignment with NH RSA 231:133a
 - Most importantly, naming this road will enhance our ability to respond without flaw and address confusion.

Fiscal Impact: A sign will be purchased by the City of Franklin (MSD) for this project.



CITY COUNCIL MEETING
AGENDA ITEM X



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of June, 2017

**Subject: One Year Lease Agreement with Central New Hampshire
Amateur Radio Club**

Motion: "I move that the Franklin City Council approves the one-year non-exclusive lease with the Central New Hampshire Amateur Radio Club July 1, 2017 and Ending June 31, 2018."

Mayor calls for a second, discussion and the vote.



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**
City Council Meeting June 2017

From: Elizabeth Dragon-- City Manager

Subject: City Council to consider renewal of the Central New Hampshire Amateur Radio Club lease

Recommended motions:

1. Councilor moves:

"I move that the Franklin City Council approves the Non-Exclusive Lease for a one-year period beginning July 1, 2017 and ending June 30, 2018 with Central New Hampshire Amateur Radio Club and authorize the City Manager to execute said lease"

2. Mayor asks a second, discussion, and calls the vote.

Discussion: This has been renewed annually since 1987.

Attachments: Lease & Certificate of Liability

**CITY OF FRANKLIN, NEW HAMPSHIRE
AND
CENTRAL NEW HAMPSHIRE AMATEUR RADIO CLUB**

NON-EXCLUSIVE LEASE

AGREEMENT made the ____ day of ____ 2017, by and between the CITY OF FRANKLIN, a New Hampshire municipal corporation located in the Merrimack County (hereinafter called the Lessor), and CENTRAL NEW HAMPSHIRE AMATEUR RADIO CLUB, c/o Tim Carter, President, P.O. Box 1112, Laconia, New Hampshire, 03247 (hereinafter called the Lessee).

WITNESSETH:

- 1. The Lessor does hereby let unto the Lessee the right to erect and/or maintain at the Lessee's sole expense, in accordance with the Lessor's specifications, a support structure for a radio repeater antennae, to be located and erected on the Lessor's property at Flag Hole Road in New Hampshire, together with the right of access to, use and possession of equipment building adjacent to the site for the purpose of storing transmitter and other associated transmission equipment, to have and to hold the demised premises for the term of one (1) year, commencing July 1, 2017 through June 30, 2018.**
- 2. The consideration for this lease shall be the payment by the Lessee to the Lessor of the sum of one (\$1.00) per year and other valuable consideration as recited herein. As further consideration for this Lease, Lessee shall maintain the site. Such maintenance shall include routine cutting of grass and brush and building maintenance to the satisfaction of the Lessor, who shall be reasonable in maintenance requests and requirements.**
- 3. The Lessee shall have the option to extend the term of the Lease annually after consideration and possible renegotiation of rent and Non-Exclusive Lease terms.**
- 4. It is understood and agreed the leased premises are to be used by the Lessee solely for furnishing electronic communication services. No other uses shall be permitted without approval by the Lessor. All such uses shall be in conformance with the city, state, and federal laws and regulations.**
- 5. The Lessee agrees to indemnify and defend the Lessor against, and to save it harmless from, any and all claims of whatever nature, for injury or damage to persons or property in or about the leased premises, and from and against all costs, counsel fees, expenses and liabilities in or about and such claim or action brought thereon; and in case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessee, upon notice from the Lessor, covenants to resist and defend, at Lessee's expense, such action or proceeding.**

6. The Lessee shall have the right to assign the benefits and burdens of the Lease.

7. The Lessee agrees to procure and maintain public insurance for the benefit of the Lessor against any claims for personal injury or property damage, resulting from or pertaining to or in any way connected with its use of the leased premises during said term with limits of at least equivalent to one hundred thousand dollars (\$100,000.00) per individual and three hundred thousand (\$300,00.00) per accident for personal injuries, and one hundred thousand (\$1,00,00.00) per property damage. Within thirty (30) days after the date hereof, the Lessee shall deliver to the Lessor certificates of insurance, certifying that such insurance is in full force and effect, and containing a ten (10) day notice of termination of insurance clause.

8. At the expiration of this Lease, or any extension thereof, the Lessee shall surrender the leased property and return it to its original condition or as close to the original condition as practical. The Lessee shall, at the termination of this Lease or any extension thereof, remove all fixtures and equipment installed in it.

9. The Lessor may give the Lessee thirty (30) days notice of its intention to terminate the Lease in any of the following circumstances:

A. If the Lessee shall default of the performance of any covenant of this Lease (other than covenant for the payment of basic rent) and if such default is not cured within thirty (30) days after written notice thereof given by the Lessor; or, if such default shall be of such nature that it cannot be cured completely within such thirty (30) day period; if the Lessee shall not have promptly commenced within such thirty (30) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.

B. If Lessee shall be in default with respect to its maintenance and service obligations, and such default is not cured within thirty (30) business days after the mailing of written notice thereof by the Lessor.

C. If Lessor shall give the notice of termination provided above, then at the expiration of such period, this Lease shall terminate as completely as if that were the date herein definitely fixed for the expiration of the term of the Lease, and the Lessee shall surrender the leased property to the Lessor.

10. The Lessee, during the course of the performance of all of the terms of the lease, shall, at all times during the lease term and during the extension or renewal term, peaceable and quietly enjoy the leased premises without any disturbance from the Lessor or from and other person claiming through the Lessor.

11. All welding, construction or similar activity shall be provided by Franklin Municipal Services Director prior to commencement.

12. The Lessee shall be responsible for the interference with any radio or television signals, or any other communication signals, this equipment or operation of such equipment may cause. The Lessee agrees to indemnify the Lessor from any claim, action or suit, which may be brought against the Lessor as a result of such interference. Further, Lessee agrees to immediately terminate the use of the location of any such interfering equipment upon request of the Lessor and further agrees to halt all activities at the request of the Lessor in the event that the Lessor has reasonable cause to believe that such interference is occurring as a result of the Lessee's operation.

13. The parties shall execute a Notice of Lease in compliance with RSA 477:7-a

14. The Lessee shall be responsible for the payment of all utilities required to operate the antennae

15. The Lease is entered into in conformance with Franklin City Council dates December 7, 1987

16. The Lessee shall be responsible for repairing any damage resulting from its access to the radio tower and support structure. For the period of December 1 through May 1, the radio tower and support structure shall not be accessed with motor vehicles without permission of the Municipal Services Director.


IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first above written.

Witness


Witness

BY: _____

Elizabeth Dragon
City Manager
Duly Authorized



Central New Hampshire Radio Club
Adam Foley
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Risk Strategies Companies
333 W. Wacker Drive
Suite 1950
Chicago, IL 60606

CONTACT

NAME: Risk Strategies Companies

PHONE

(A/C, No, Ext: 866-819-0209

FAX

(A/C, No):

E-MAIL

ADDRESS: sbrelie@risk-strategies.com

PRODUCER

CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** The Hanover Insurance Group**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:****INSURED**

Central New Hampshire Amateur Radio Club

P.O. Box 1112
Laconia, NH 03247

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INBU	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			RSC4820	8/1/2016	8/1/2017	EACH OCCURENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Each Occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each Accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DEDUCTIBLE						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N			N/A			E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Contents \$
							Deductible \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed below as an Additional Insured with respects to the named Insured's action and/ or negligence with regards to the repeater site at VMA Ski Area on Flag Hole Road, Franklin, NH.

CERTIFICATE HOLDER

City of Franklin
316 Central Street
Franklin, NH 03235

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Brellie

CITY COUNCIL MEETING
AGENDA ITEM XI



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting of June, 2017

Subject: Other Business

1. Committee Reports

2. City Council Appointments/Resignations
Library Board of Trustees

3. City Manager's Update

4. Late Items

CITY COUNCIL RESIGNATIONS/APPOINTMENTS

Library Board of Trustees:

Resignation

Motion: “I move that the Franklin City Council accept Stephen Pascucci’s resignation from the Franklin Public Library Board of Trustees (Seat LT6).”

Appointment

Motion: “I move that the Franklin City Council appoint Helen Lacroix to the Franklin Public Library Board of Trustees (Seat LT6), Term of Service to January 2020.”

Rob Sargent

From: Stephen Pascucci <Stephen_Pascucci@hotmail.com>
Sent: Wednesday, May 10, 2017 12:43 PM
To: Rob Sargent
Subject: Resignation

To whom It May Concern,

Due to personal commitments I must hereby resign my position with the Franklin Public Library Board of Trustees. Thank you very much for the opportunity to be part of the Franklin Community Library. I wish you all the best.

Sincerely,
Stephen Pascucci



CITY OF FRANKLIN, NEW HAMPSHIRE
"The Three Rivers City"

316 Central Street
Franklin NH 03235

Tel: (603) 934-3900
Fax: (603) 934-7413

PROSPECTIVE APPOINTEE PROFILE

Name: Helen Lacroix

Address: 19 Morning Glory Drive Franklin NH 03235
Street Address City State Zip Code

Telephone: 671-7940 785-8423 helie.bachya@gmail.com
(Home Phone) (Work Phone) (Cell Phone) (email)

You must be a Franklin resident to sit on any board or committee within the City! If at any time you do not reside in Franklin, then you shall submit a letter of resignation for your position.

Franklin Resident: ☒ Yes For how long? 1 1/2 yrs.

Employer: Retired - Seasonably employed at Bank of
Address: Gilford NH NH Pavilion
Street Address City State Zip Code

Interested in appointment to: Library Board of Directors

Please list below any specific skills, knowledge or experience you believe to be relevant:

I have utilized the services of libraries
throughout the state both personally, and in my
prior employment as a legal assistant.

Please state briefly why you are interested in this Board/Committee:

I believe that libraries are an important^{part} of all
communities. Franklin is my permanent
home and I would like to be more involved in
the community.

[Signature]
Signature

3-20-2017
Date

Thank you for your willingness to provide us with this information.



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
City Council Meeting June 2017

Date: May 30, 2017
From: Elizabeth Dragon, City Manager
Subject: Manager's Update

Contingency Grant Line Activity: The City received the following in the contingent grant line this month:

- \$500 Chrissy's Paw Spa for field work
- \$1,500 Franklin School District for field work
- \$1,200 Conservation Commission for trees planted at Library
- \$400 Lion's Club for K-9

FY 18 Budget schedule:

- June 12th Budget overview Police & Fire,
- June 13th Budget overview Planning/zoning, Welfare, City Clerk Tax collector, Library, Parks and Recreation, Finance and Misc govt.
- June 20th Budget review Outside Agencies and final budget changes
- June 21st Budget workshop if needed
- July 3rd Regular council Meeting & Budget Hearing

*all meetings begin at 6pm in City Council Chambers

Economic development meeting June 6th at 6pm we will be providing an update regarding economic development and redevelopment efforts in the downtown to members of the business community and the public. This meeting will be held at Take Root Coworking Center on Central Street. Oscar from Take Root is hosting regular meetings with local business owners to improve communication and coordination between businesses. I will join Director Lewis, Jim Aberg, Niel Cannon, Marty Parichand, & Todd Workman to describe the current state of various projects. We will also have a Q&A and end with next steps. We plan to give these updates periodically assuming there will be enough interest.

Belknap Economic Development Council: I have a meeting with representatives from the Belknap Economic Development Council on June 6th in the afternoon. We plan to provide an update in regards to projects in the community and request that they consider adding the Franklin community to their service area. We are currently served by the Concord EDC (CRDC). However, it has not been a fruitful relationship during my tenure with the city (the past 9yrs). I did attempt to engage CRDC several years ago. I served on their board of directors and then attempted a contractual relationship for economic development services. Neither effort resulted in any investments from CRDC in Franklin Businesses or projects. The Belknap EDC is actively involved in supporting workforce initiatives, attracting young talent and redevelopment projects like the Colonial Theater project.