

AGREEMENT BETWEEN THE  
CITY OF MANCHESTER, N.H.  
AND THE  
MANCHESTER ASSOCIATION OF POLICE  
SUPERVISORS

July 1, 2019– June 30, 2022

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**PREAMBLE**

For purposes of this Agreement, the City of Manchester, NH is hereinafter referred to as the "City" and the Manchester Police Department is hereinafter referred to as the "Department" and the Manchester Association of Police Supervisors is hereinafter referred to as "MAPS" or the "Association". The City, the Department and the Association agree to be bound by the terms of this Agreement.

ARTICLE 1  
UNIT DESCRIPTION

1.1 The Bargaining Unit to which this Agreement is applicable shall consist of all City of Manchester Police Department employees in the classifications of Police Sergeant, Police Lieutenant, Police Captain, Custodial Services Supervisor, Police Telecommunications Manager, Police Records Supervisor, Equipment Maintenance Superintendent I, Ordinance Violations Coordinator and Emergency Communications Supervisor (Police).

1.2 It is agreed by the parties to this Agreement that if at any time in the future the City of Manchester establishes a Centralized Garage operations which includes the maintenance and repair of Police Department equipment the position of Equipment Maintenance Superintendent may be transferred to the Centralized Garage without grievance.

ARTICLE 2  
DUES DEDUCTION

- 2.1 The Department agrees to authorize the deduction of MAPS dues from each employee who has signed an authorization card and to send said dues to: The Treasurer, MAPS, 405 Valley Street, Manchester, NH.
- 2.2 MAPS will keep the Department informed of the correct name and address of the Treasurer of MAPS.
- 2.3 This Deduction of dues will be made on a weekly basis and shall be sent monthly to the Treasurer of MAPS.
- 2.4 If any employee has no check coming to him or if his check is not large enough to satisfy the dues, then no dues deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Association beyond the regular dues.
- 2.5 Should there be a dispute between an employee and the Association over the matter of deductions, the Association agrees to hold the City harmless in any such dispute.

ARTICLE 3  
MANAGEMENT RIGHTS

3.1 The Department will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following:

Determine the standards of service to be offered by the Police Department; Determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which the Police Department operations are to be conducted. Determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all its responsibilities.

3.2 All the rights, responsibilities, and prerogatives that are inherent in the Department by virtue of statutory and charter provisions cannot be subject to any grievance or arbitration proceedings.

**ARTICLE 4**  
**EMPLOYEE RIGHTS**

4.1 MAPS and the Department agree there will be no discrimination against any employee on the account of membership or non-membership in MAPS and no disciplinary action shall be taken against an employee except for just cause.

4.2 The Department agrees that it will not interfere with the formation, existence, operation or administration of MAPS.

4.3 The members of MAPS bargaining committee who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted time off without loss of pay or benefits for all meetings between the Department, its agents of representatives and MAPS for the purpose of negotiating the terms of the contract or any supplements thereto. The MAPS Negotiating Committee will be excused from work one hour before the starting time for negotiations.

4.4 The MAPS President or his designee shall be granted reasonable time off during working hours, without loss of pay or benefits, for the purpose of conducting business of the MAPS or attending meetings or legislative hearings related to the business of the MAPS; provided, however, the MAPS President or his designee shall request permission from the Chief of Police or the designee of the Chief of Police or the relief officer in charge prior to taking such time off. It is understood that such permission may be refused if it will interfere with the normal and orderly operation of the department. The MAPS President and his designee shall be granted reasonable time off during working hours, without loss of pay or benefits to attend three days training during the course of a calendar year; provided, however, the MAPS President and his designee shall provide reasonable notice to the Chief of Police or the designee of the Chief of Police or the relief officer in charge prior to taking such time off. For purposes of attending official negotiation sessions and arbitration hearings the MAPS President shall be given working hours off in lieu of hours spent attending such events while off duty.

**ARTICLE 4 – EMPLOYEE RIGHTS (continued)**

4.5 Effective on the date of ratification of the Agreement, the President and Vice President of the bargaining unit will be exempt from investigating fellow bargaining unit members. The exempt positions will remain in effect for the life of this Agreement or until changed through collective bargaining.

ARTICLE 5  
NO STRIKE CLAUSE

5.1 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, “sick-in”, “sick-out”, slowdown or withholding of services to the City of Manchester.

5.2 The Association agrees that neither it, nor any of its officers or agents, national or MAPS will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services to the City of Manchester.

5.3 In the event of a strike, work stoppage, slowdown or withholding of services to the City of Manchester, any employees participating in the same shall be subject to disciplinary action, including immediate dismissal.

**ARTICLE 6**  
**RULE AND REGULATIONS**

**6.1** The rules and regulations of the Manchester, NH Police Department which are now in effect or as may be amended by the Department shall be the prime governing factor in the conduct and actions of all Supervisors and every Supervisor shall be thoroughly conversant with them.

**6.2** These rules and regulations shall be applied equally for all members and shall be void where preempted by Federal, State or Local Law.

**6.3** Any disputes arising as a result of this Article are subject to the application of the Grievance Procedure as outlined in Article 7 of this agreement.

ARTICLE 7  
GRIEVANCE PROCEDURE

**1(A)** A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement, under express provisions of the Agreement, and shall be processed by following the steps described in this article.

**1(B)** For the purpose of this article, a “Business Day” shall be defined as Monday through Friday with Holidays excluded.

**2.** STEP ONE: A member of the bargaining unit must first take up the grievance with his immediate supervisor. The immediate supervisor shall give his answer within two (2) business days.

**3.** STEP TWO: Failing adjustment by these parties, the grievant may, within three (3) business days, submit the grievance, which must be in writing and which must list the article and section violated and the specific grievance to the Supervisor in charge of the Administration Division. The Supervisor in charge of the Administration Division will render his decision within three (3) calendar days.

**4.** STEP THREE: Failing adjustment by these parties, the grievant may, within five (5) business days, submit the written grievance referred to in STEP 2 above, to the Chief of Police. The Chief will render his decision within five (5) business days.

**5(A)** STEP FOUR: If the decision of the Chief of Police is not acceptable to the aggrieved member of the bargaining unit, the grievant and the Union may submit the grievance to arbitration.

**5(B)** PRE-ARBITRATION MEETING: Prior to submission of the grievance to arbitration, a meeting will be held to determine if the grievance can be settled without arbitration. Such meeting will include representative(s) from the Department, the Union, the Chief Negotiator/Contract Administrator and the grievant(s).

**ARTICLE 7 – GRIEVANCE PROCEDURE (continued)**

**5(B) (continued)**

The parties may agree that the grievant(s) may not need to attend. The date for the pre- arbitration meeting will be determined by mutual agreement within ten (10) business days from the date that the Chief rendered his decision.

**5(C)** After making full use of the above pre-arbitration procedure and having failed to reach a satisfactory solution, the grievance may be submitted by the Union to the New Hampshire Public Employee Labor Relations Board or other mutually acceptable agency for the appointment of an arbitrator in accordance with the rules and regulations of the agency. The Union must make its submission within fifteen (15) business days after the date of the report of the pre-arbitration meeting and it must simultaneously convey a copy of the submission to the Chief of Police.

If the Union fails to request the appointment of an arbitrator within fifteen (15) business days after the date of the report of the pre-arbitration meeting, the grievance shall be deemed abandoned and no further action shall be taken with respect to the grievance.

**6.** The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement. His decision shall not go beyond what is necessary for the interpretation and application of express provisions of this agreement.

The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this agreement. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

**7.** Each party shall make arrangements to pay the expenses of any witnesses who are called by them. The cost of arbitration shall be shared equally by the parties.

**ARTICLE 7 – GRIEVANCE PROCEDURE (continued)**

8. If the grievance involved the immediate supervisor, section 3 of this article shall become the first step in the grievance procedure.
9. A grievance shall be put in motion within thirty (30) business days of the event which gives rise to the grievance or shall be considered null and void. If the (grievant does not process the grievance within the time limits set forth in sections 2, 3, 4 and 5, it shall be considered as dismissed. If a decision is not rendered within the time limits as set forth in sections 2, 3 and 4 above, the grievant may proceed to the next step.
10. The above times may be extended by mutual written agreement of the parties.
11. The employee, when discussing his grievance with management, may or at his/her discretion, be accompanied by a union representative.
12. The grievant shall be in a pay status when processing a grievance or acting as a witness if said processing of a grievance or acting as a witness occurs during his/her scheduled duty hours. A representative of the Union shall be in a pay status when processing a grievance or acting as a witness if said processing of a grievance or acting as a witness occurs during his scheduled duty hours, provided said representative shall request permission prior to taking such time off from the Chief of Police or his designee and it is understood that such permission may be refused if it will interfere with the normal and orderly operation of the Department, but in no event will such time off be denied for more than two (2) of the representative's consecutive shift periods, not including days off.

The parties agree that no more than two (2) Union representatives may attend a pre-arbitration meeting or an arbitration hearing while in a pay status, if such meeting/hearing occurs during their scheduled duty hours.

The Department shall have the right to initiate a grievance growing out of a claim or dispute arising out of the application or interpretation of this Agreement, under express provision of the Agreement, provided, however, that the Department may, in its discretion, submit any claim by the Department for breach of Article 25 of this Agreement entitled “No

**ARTICLE 7 – GRIEVANCE PROCEDURE (continued)**

**12. (continued)**

Strike Clause" to any other forum of the Department's choice. In the event the Department initiates a grievance, it shall do so by filing said grievance with the Union within forty-five (45) business days from the date of the event which gives rise to the alleged grievance. If the matter is not resolved by and between the Department and the Union within fifteen (15) business days from the date the Department submitted said grievance to the Union, the Department: may submit a written request to the permanent neutral (arbitrator) to resolve said grievance in accordance with its rules and regulations and the provision of sections 6, 7 and 8 of this article shall apply to such processing. The Department will simultaneously convey a copy of the request for arbitration to the Union President.

ARTICLE 8  
HOURS OF WORK

**8.1** The regular work day for supervisors on rotating shift assignments shall be eight and one-half (8 ½ ), except for communications supervisors whose regular work day shall be eight hours (8 hours) and their days on and off duty shall be computed according to the "four and two" shift system. The first half-hour of each work day for these supervisors shall be used for in-service and roll-call instruction, scheduling and work preparation.

**8.2** Supervisors who are not assigned to rotating shift assignments on the "four and two" system shall be assigned to shifts of eight and one-half (8 1/2) hours per day, five consecutive days per week, with Saturday, Sunday and Holidays off. These employees will receive payment for scheduled Holidays the same as employees on the "four and two", shift system.

**8.3** The Police Telecommunications Manager and Equipment Maintenance Superintendent shall be assigned to schedules of eight hours per day, five days per week, with Saturdays, Sundays and Holidays off.

**8.4** The average regular work week shall consist of forty (40) hours per week. All work performed by supervisors over and above their regular work day and average work week shall be subject to the overtime provisions of this agreement.

**8.5** As soon as practicable after July 1, 1999, the department may establish a Swing Shift for the Patrol Division only (consisting of two consecutive evening shifts followed by two consecutive day shifts followed by two consecutive days off duty). Assignments to the swing shift shall be made in accordance with section 10.4, shift by seniority.

**8.6** NIGHT SHIFT PREMIUM: Effective on the date of signing of this Agreement, any non-sworn bargaining unit member who is assigned to night shifts on a periodic rotating basis shall be paid at a rate which is nine percent (9%) higher than his/her normal rate. Such premium shall apply when half or more of the shift is scheduled after 6:00 P.M.

**ARTICLE 8 – HOURS OF WORK (continued)**

**8.6 (continued)**

or before 8:00 A.M. and shall be paid only while the non-sworn bargaining unit member is actually working on such shift or is on authorized vacation or sick leave with pay, provided that he/she is so assigned both immediately before and after.

ARTICLE 9  
SALARIES

- 9.1 Effective July 1, 2019, the Salary Schedules shall be increased by two percent (2.0%).
- 9.2 Effective July 1, 2020, the Salary Schedules shall be increased by two percent (2.0%).
- 9.3 Effective July 1, 2021, the Salary Schedules shall be increased by two percent (2.0%).
- 9.4 Employees will receive a step increase on their anniversary date of current position. This step increase will be subject to a satisfactory performance evaluation. An incomplete evaluation will be considered a satisfactory performance evaluation. This process may be changed at any time by mutual agreement. Evaluation step increases will stop when an employee reaches Step 13 on the included pay matrix.
- 9.5 Outstanding performance evaluation bonus payments will cease effective on date of ratification.
- 9.6 Employee appeals on their annual performance evaluation will be according to the process mutually agreed to by the Union and the City. See Appendix B.
- 9.7 The longevity waiting periods for employees shall be 5-10-15-20-25-30-35-40 and 45 years of service. An increase of three-percent (3%) will take effect on the employee's anniversary date of employment.
- 9.8 Employees being promoted from one grade to a higher grade will be placed on the lowest step of the new grade, which will provide for a minimum of a ten-percent (10%) increase in salary.
- 9.9 Employees who have attained the requirements for the achievement grade (A-Step) associated with their positions will be placed on the corresponding step on the achievement grade in accordance with the following mutually agreed provisions as detailed on attached appendix A to this agreement.

**ARTICLE 9 – SALARIES (continued)**

**9.10** The Classifications and associated Pay Grades for bargaining unit members are as follows:

| <b>Position</b>                              | <b>Class Code</b> | <b>YDM Pay Grade</b> | <b>Effective D.O.R.</b> |
|--|-------------------|----------------------|-------------------------|
| Police Sergeant                              | 9300              | 21                   | 22                      |
| Police Lieutenant                            | 9310              | 23                   | 24                      |
| Police Captain                               | 9320              | 25                   | 26                      |
| Custodial Services Supervisor                | 5010              | 17                   | 18                      |
| Equipment Maintenance Superintendent I       | 5570              | 20                   | 21                      |
| Ordinance violations Coordinator             | 9035              | 17                   | 18                      |
| Police Records Supervisor                    | 9190              | 18                   | 18                      |
| Police Telecommunications Manager            | 9125              | 23                   | 21                      |
| Emergency Communications Supervisor (Police) | 9010              | 17                   | 18                      |

**9.11** Severance Pay – In recognition of prior service any bargaining unit member with twenty (20) years of service, of which ten (10) must be with the City of Manchester, who retires after July 1, 2017 will be paid a severance benefit of \$10,000. The City may withhold from this benefit such amounts that are necessary for contributions to the New Hampshire Retirement System. Effective July 1, 2020, the severance benefit amount shall be reduced to \$9,000 under the same terms and conditions as set forth herein. Effective July 1, 2021, the severance benefit amount shall be reduced to \$8,000 under the same terms and conditions as set forth herein.

**9.12** Critical Incident Pay – In recognition of the increasingly hazardous working conditions, including but not limited to, the proliferation of violence against police officers, increased frequency of critical incidents, and the heroin and other illegal drug epidemic, each sworn supervisor shall receive an additional forty (\$40) dollars a week as critical incident pay effective January 1, 2017. The critical incident pay shall be increased to fifty (\$50) dollars a week effective January 1, 2018.

**ARTICLE 9 – SALARIES (continued)**

**9.13** In accordance with the practice that dates back to 1999, Special Weapons and Tactical unit (SWAT) officers who are required to respond to such incidents shall be compensated by the Department in the amount of twenty-five dollars (\$25.00) per week in availability pay. Only members who are actually assigned to a regular and active team shall be eligible for this compensation. Compensation ends when a member is removed or otherwise leaves the team.

**9.14** Given the addition of the Lieutenant in charge of Communications Divisions, the pay scale for the Telecommunications Manager shall be reduced to pay grade 21. The Telecommunications Manager shall receive a 10% increase in pay for any hours worked when specifically designated to cover for the Lieutenant in his/her absence. Nothing herein shall be construed to require the Department to fill the position of Telecommunications Manager.

ARTICLE 10  
SENIORITY

10.1 Seniority shall be determined by time in grade. When supervisors of equal rank have equal time in grade, seniority shall be determined by total length of sworn service in the Manchester Police Department.

10.2 Seniority shall not be broken by vacations, paid sick time, jury duty, suspension or any authorized leave of absence or military duty.

10.3 Employees who resign voluntarily or who may be discharged for just cause shall lose seniority; provided, however, that employees who resign in good standing and who are returned to duty before the expiration of one year shall regain their seniority; provided, however, that the period of separation will not count for seniority or entitlement to benefits based on length of service.

10.4 Seniority shall not give any employee the right to choose his assignment, his relief or his job since it is recognized these factors are a part of management's inherent rights and any dissatisfaction with assignments, relief's, etc. shall NOT be subject to the grievance procedure. However, the Department will give consideration to seniority in making assignments that are not promotional.

Shift by Seniority – Captains, Lieutenants and Sergeants only:

Notwithstanding the preceding two (2) sentences, effective on the first shift change following ratification of this Agreement, Captains, Lieutenants and Sergeants, only, shall have the right to choose their relief (shift) based upon seniority as it is defined in Section 10.1, above.

10.5 Whenever a senior employee feels that he has been bypassed for an assignment, he may request and be entitled to an explanation.

ARTICLE 11  
TEMPORARY DUTY IN HIGHER RANK

11.1 Any Police Supervisor in the Bargaining Unit who is assigned to perform the duties of a higher ranking officer upon assumption of duties shall be compensated for such higher level responsibilities by receiving either the entrance rate of the higher level pay or 10%, above his/her present rate, whichever is the greater amount. Such assignments will be approved by the Department Head and the Director of Human Resources.

11.2 Plus rate will be paid when Relief Lieutenant is in charge of the work shift during sickness, injury, vacations or authorized leave of absence of Relief Captain except when the Relief Lieutenant would normally be in charge of the work shift.

11.3 Plus rate will be paid when Relief Sergeant is charge of a work shift.

11.4 Plus rate will be paid to persons assigned by the Chief of Police to fulfill the duties and responsibilities of a department head, division heads, section head in times of extended sickness, vacation, injury or authorized leaves of absences.

ARTICLE 12  
SPECIAL DETAILS

12.1 A special detail shall be any duty performed by an off-duty supervisor for compensation which is paid exclusively by the City.

12.2 The Special Details referred to in Section 12.1 includes but is not limited to Christmas traffic and store details, parades, election duty and VIP escorts.

12.3 The rate of pay for special details shall be as follows:

A. When a member of the Bargaining Unit is assigned to a Special Detail in a SUPERVISORY capacity, the rate of pay shall be at one and one-half (1 ½) times the Supervisor's regular hourly rate of pay plus two dollars (\$2.00) per hour.

B. When a member of the Bargaining Unit is assigned to a Special Detail in a NON-SUPERVISORY capacity (such as directing traffic), captain and lieutenants shall be paid at the overtime rate for the Grade G-22 Step 13 (nevertheless, the parties agree that Bargaining Unit members will recognize their supervisory responsibilities). Sergeants shall receive their regular rate of overtime or Grade G-22 Step 13, whichever is less. Notwithstanding the foregoing, the City shall pay a rate based upon the member's actual hourly overtime rate for federal grant funding if the detail was specifically approved on that basis. To this end, the City will use the actual average of all bargaining unit members' hourly overtime rates when applying for federal grant funding. Provided however, and in the event the grant funding is awarded without regard to hourly rates (such as JAG grants), the City shall have the discretion to pay either the member's hourly rate or a rate based on Grade G-22 Step 13 for such details.

C. The City may deduct from the Extra Detail rates, paid to the bargaining unit member, as specified above such amounts as are necessary to pay the employer and the employee contributions to the New Hampshire Retirement System.

**12.4** Extra Details for traffic control specified in the Manchester, New Hampshire Code of Ordinances 70.07 Departmental Authorities and Responsibility shall endure regardless of the expiration of this Agreement and/or state or local legislative changes.

ARTICLE 13  
EXTRA DETAILS

13.1 An extra detail shall be defined as that duty performed by an off-duty police officer for an employer other than the Manchester Police Department and will include those duties required by statute or ordinance and those duties for which requests are made to the Manchester Police Department. Members of the bargaining unit will have a right of first refusal, to all details performed within the City of Manchester.

13.2 Personnel performing extra details shall at all times be governed by the rules and regulations of the Manchester Police Department in effect at the time the work is performed.

13.3 Personnel desiring extra details shall submit in writing their names to the Chief of Police or his designee for placement on the extra detail roster. Personnel desiring to withdraw their names from the extra detail roster shall do so in writing to the Chief of Police or his designee. Personnel who have so withdrawn may, at any time, apply for reinstatement.

13.4 All names on the extra detail roster will be treated equally. In the event of a swap, the Relief Commander or Extra Detail Clerk must be notified by the man originally assigned to the detail. Failure to notify the Relief Commander or Extra Detail Clerk of a swap may disqualify that individual from the extra detail roster for a period not to exceed two weeks.

13.5 Any individual who is assigned to and accepts an extra detail must fill that detail as scheduled or notify the Relief Commander as to his reason for not filling that detail at least thirty-six (36) hours prior to the start of the detail, except in cases of "confining illness". Failure to notify the Relief Commander or failure to fill the detail shall automatically disqualify that individual from the extra roster for a period of two (2) weeks, subject to review by the Police Chief. If a detail is cancelled by the contractor and the assigned officer is unable to obtain a replacement detail the same week, he/she will be allowed first choice of the details scheduled for the following week. In no case will an officer already assigned to a detail be removed from that detail to compensate the cancelled officer.

**ARTICLE 13 – EXTRA DETAILS (continued)**

**13.5 (continued)**

The Union accepts that when a job is designated as weather-related, it is incumbent upon the officer to check his voicemail one hour prior to the start of the job for a cancellation notice.

**13.6** If a question arises over use of sick leave or recurring injuries by an individual whose name is on the extra detail roster, action may be taken by the Chief of Police or his designee to have him or her Disqualified from performing extra details.

**13.7** Personnel on the extra detail roster shall not be assigned or allowed to take more than twenty-four (24) hours, combined, of extra details, planned overtime and/or special details in any work week. Court appearances, emergency overtime and training overtime shall not be included for the purpose of calculating this twenty-four (24) hour limit. During peak detail season from May 1 to December 1; the detail cap will be raised to 30 hours per week. Emergency overtime, Training and Court Time will not be included in the cap. The definition of Emergency Overtime is overtime work in a division to fill regular or mandatory work assignments.

**13.8** Personnel on the extra detail roster shall submit on the required form the date, place, name of employer, starting and finishing time, and the amount of money due them for such details. Personnel will not perform extra details on either a voluntary or paid basis without having such extra details recorded in the Extra Detail Book and must complete the required form even though the extra detail was on a voluntary non-paid basis. The extra detail slips are to be deposited in the extra work box which is located in the wall of the business office. If any officer receives cash for a detail, such cash will be turned into either the Relief Commander or the Clerk of extra work detail, with the extra work slip attached within five days of completion of the detail.

**ARTICLE 13 – EXTRA DETAILS (continued)**

**13.9** If there is any detail where assignment is in excess of four (4) officers and less than ten (10) officers' one Superior Officer should be assigned. If the detail is assigned ten (10) or more officers then two Superior Officers should be assigned. It is recognized that assignment of Supervisor Officers is a managerial prerogative in the case of special details and such management decisions shall not be subject to the grievance procedure. On any detail where there is no Superior Officer and an excess of four officers are assigned, the Relief Commander will be in charge of the detail. The Clerk of the Extra Details will inform the Relief Commander of this.

**13.10** If a detail is canceled by a contractor, without compensation to the officer, and the officer assigned to same is not able to receive another detail assignment in the same week, he or she will be given first consideration the following week, no matter what shift he or she is on. The officer whose detail is canceled must submit a note to the Clerk of the extra detail notifying the clerk of the cancellation.

**13.11** In the event headquarters receives a call of an extra detail with less than twenty-four (24) hours notice, the clerk or Relief Commander will use his/her discretion to fill the detail. Also, if an officer cancels a detail less than twenty-four (24) hours notice, due to illness, the clerk or Relief Commander in charge of headquarters will use his/her discretion to fill the detail.

**13.12** It will be the responsibility of the Relief Commander in charge of the 1600 to 2400 relief and the 2400 to 0800 relief, if a cancellation of a detail for the following day between 1201 and 1600 hours is received from the contractor, to cancel the officer assigned to the detail. It will also be their responsibility in the event an officer calls to cancel his detail due to sickness, to attempt to fill that detail.

**ARTICLE 13 – EXTRA DETAILS (continued)**

**13.13** Assignment of extra work details will be completed as follows:

- A. Prior to Tuesday of each week, all officers on shifts that end between 0100 and 0700 hours may leave a note requesting an extra detail. The note will be given to the extra detail clerk who will assign the detail.
- B. All other officers, except the day relief, will pick extra details on Tuesdays between 0800 and 0900 hours.
- C. Day Relief will pick extra details after 0900 on Tuesdays.
- D. On Thursdays between 0700 and 1100 hours any officer can pick a second detail.
- E. After 1100 hours on Thursdays, extra details can be assigned within the prescribed time limits.

The period of time between Tuesday and Thursday gives each officer ample time to contact whoever is handling the extra details. If an officer has not contacted whoever is assigning the work during that time period, he will not have recourse of taking away a job from an officer who has two or three jobs.

**13.14** Effective July 1, 2019, the hourly rate for an extra duty detail will be set at \$44.86 (pension able) or \$55.83 (non-pension able) per hour or any fraction of an hour with a minimum of four hours including for scholastic events. Effective July 1, 2020, the hourly rate for an extra duty detail will be set at \$46.36 (pension able) or \$57.33 (non-pension able) per hour or any fraction of an hour with a minimum of four hours including for scholastic events. The rate of pay for establishments serving alcohol after midnight and mandated by the Department to hire a detail for that event will be one and one-half (1.5) times the normal rate of Yarger-Decker salary schedule Grade 18 Step 13, plus twelve dollars (\$12.00) per hour.

Any hours worked in excess of eight (8) hours on details shall be compensated for at one and one half (1 1/2) times the Extra Details rate as described above. Extra details performed on Christmas Eve, Christmas Day, New Years Eve and New Years Day shall be paid at double the normal Extra Detail hourly rate as described above. Extra Details performed on Thanksgiving Day, Memorial Day (Effective (5/08), July 4<sup>th</sup> (effective 7/08), and Labor Day (effective (09/09) shall be paid at double the normal Extra Detail hourly rate as described above, except for City athletic events.

**13.14A** Effective July 20, 2004, or the date of ratification, whichever comes sooner, the rate of pay for Extra Details in cases of declared strikes (company requests police presence during labor dispute) shall be set at one and one-half (1 1/2) times the normal Extra Details rate as specified in Section 13.14, above. It is expressly understood and agreed that declared strikes, by location, may be deemed priority Extra Details and must be filled before any other Extra Details.

**13.15A** As a consideration for the Police Department to continue to administer the Extra Details program the MAPS Bargaining Unit agrees to the following method of payment for the program: An administrative fee of one dollar and seventy cents (\$1.70) per hour of extra detail worked shall be returned to the Police Department for the purpose of administering the extra detail program. Such fee, plus an amount sufficient to cover the City's retirement contribution shall be withheld prior to payment to the officer working the extra detail. In addition, the City shall deduct the proper amount, to cover the employee's share, from the earnings paid to the bargaining unit member for the extra detail work, and shall make payments to the employee's retirement system.

**ARTICLE 13 – EXTRA DETAILS (continued)**

**13.15B** Subject to approval of the Finance Director of the administrative procedure required in this section one dollar (\$1.00) from the payment for each extra detail hour worked shall be placed in a revolving fund. This fund shall be used for the pre-payment to officers for extra details pending payment by the contractors. This fund shall be administered jointly by the Police Department and the Finance Department. Payment of \$1.00 per extra detail hour worked shall be made until Jun 30, 1998, at which time an accounting of the fund will be made. During such period the officer shall be paid in accordance with Section 13.14 (with exceptions as noted). The City shall receive \$1.70 per hour and the Revolving Fund shall receive \$1.00 per hour. On June 30, 1998 the payment into the Revolving Fund shall cease and the officer shall receive one additional dollar per hour. The Revolving Fund will be maintained thereafter by the re-payment of pre-paid extra details as the officers receive payment for the contractors.

Nothing in this section shall obligate the department or the City to expend any City funds for the implementation of this Article.

**13.16** The administration costs shall include the salary and fringe benefits costs of the individual who handles the extra work assignment and bookkeeping functions, overhead costs which are a direct cost to the employer and the cost of workmen's compensation insurance.

**13.17** In addition to the above administrative costs the MAPS Bargaining Unit members agree that if in the future the City is required to make payments into any retirement system or unemployment compensation fund on the earnings paid to bargaining unit members for extra detail work then the hourly rate shall be increased to cover the City's actual costs for retirement and unemployment compensation costs. Such retirement and unemployment payments shall be deducted from monies owed to the individual participant from funds collected from the employing agencies.

**ARTICLE 13 – EXTRA DETAILS (continued)**

**13.18** Within a period of 90 days from the date of ratification of this agreement Counsel for the MAPS and Counsel for the City of Manchester shall develop language which is mutually agreed to which shall hold harmless the City of Manchester in the event of any delinquent payment by a Contractor to an officer for services rendered on an Extra Detail or in the event the City is charged with the responsibility of advancing payments to the officers prior to the collection of payments by the Contractors. Such mutually acceptable language shall be inserted in this agreement and shall become a part of this agreement. Failure of the parties to develop mutually satisfactory language within the 90-day period will necessitate the parties to this agreement to meet to negotiate on this one particular article. If the parties to this agreement are not able to reach agreement on this article after negotiations then the City, in its sole discretion, reserves and shall have the right to discontinue the administration of the Extra Details assignments.

**13.19** Supervisors shall receive \$7.50 per hour more than the regular hourly rate or the strike detail rate of pay for extra details when acting in a supervisory capacity, as per Section 13.9 of this Article.

**13.20** If a contractor specifically requests an officer whose rate of pay for extra details is lower than the rates listed in Section 13.14 of this Article, thereby by-passing a supervisor for the extra detail assignment, such action will not be grievable under this agreement or any article contained in this agreement.

**13.21** Effective July 1, 2019, .25 of the hourly Extra Detail rate shall be placed in a revolving fund for the purchase and replacement of police equipment. Effective July 1, 2020, .50 of the hourly Extra Detail rate shall be placed in a revolving fund for the purchase and replacement of police equipment. To the extent funds are available, each member shall be allotted up to \$100/yr for approved purchases.

ARTICLE 14

OVERTIME

14.1 Overtime shall be paid at the rate of time and one-half the regular hourly rate for authorized time worked in excess of the regular work day or the regular work week, as defined in Article 8 of this Agreement.

14.2 If an employee elects to be compensated for overtime by taking compensatory time off, such time will be at the rate of one and one-half times the hours worked. Compensatory time off must be approved by Management prior to taking such time off.

14.3 Supervisors called back to work shall be compensated in accordance with Section 33.059 of the City of Manchester Classification and Compensation Plan.

14.4 The overtime premium will not be pyramided, compounded, added together or paid twice for the same time worked.

14.5 Except in emergency situations, all overtime must be authorized in writing by the Relief Commander on duty. In the Detective and Juvenile Divisions, the Division Captain shall give this authorization. All overtime is subject to final approval by the Chief or his designee. All employees must work Overtime when requested unless otherwise excused.

14.6 Absences shall not be counted as hours or days worked in determining whether or not an employee is entitled to compensation at the overtime rate.

14.7 Regularly scheduled tours of duty shall not be changed to avoid the payment of overtime and on Special Details, paid by the City, no patrolman shall be used to provide to other patrolmen supervision unless efforts to assign a Supervisor have been exhausted within two (2) hours of the time of the detail.

**ARTICLE 14 – OVERTIME (continued)**

**14.8** Training; Effective upon the date of ratification of this agreement, it is agreed by the Association that members of the Bargaining Unit will report for training courses/classes and staff meetings of the administrative discretion of the Department went during off-duty hours; such training hours to be paid at one and one-half times the regular hourly rate for the employee. It is further agreed such training courses/classes shall not exceed three (3) full days of training during any calendar year. It is further agreed that employees will not be scheduled for training courses during their scheduled vacations and shall be given advance notice of at least ten (10) days of the scheduled training. It is understood and agreed that the management of the department may schedule employees for less than four (4) hours of training on off-duty days and the employees will only be paid for actual hours of training time, provided that employees shall be paid for a minimum of four (4) hours at time and one-half for each training session.

**14.9 COMMUNICATIONS DIVISION SUPERVISOR OVERTIME** – Effective July 20, 2004, or the date of ratification, whichever comes sooner, members of the Bargaining Unit who are qualified, as determined by the Department, shall be eligible to work overtime shifts as a Dispatcher supervisor if no civilian Dispatch Supervisor is available; provided, however, that Sergeants shall be paid at their regular overtime rate and Lieutenants and Captains and the Telecommunications Supervisors shall be paid overtime at the grade 21, step 13 rate.

ARTICLE 15  
VACATION

15.1 Effective on the date of ratification Vacation leave policy for the regular department employees shall be as follows:

- A. Accrual rate for two (2) calendar weeks begins on date of hire.
- B. Accrual rate for three (3) calendar weeks begins at the beginning of six (6) years of continuous service.
- C. Accrual rate for four (4) calendar weeks begins at the beginning of then (10) years of continuous service.
- D. Accrual rate for five (5) calendar weeks begins at the beginning of fifteen (15) years of continuous service.
- E. Accrual rate for six (6) calendar weeks begins at the beginning of twenty (20) years of continuous service.

**ARTICLE 15 – VACATION (continued)**

**15.2** Supervisors shall earn vacation time at the rate of 1/12 of their annual entitlement for each completed month of service. Vacation credits may accrue to two (2) times the employee's annual accrual amount, with the following maximums.

**15.3** When a supervisor terminates his employment with the Manchester Police Department for any reason he/she shall be compensated for all earned vacation time to a maximum of 400 hours.

**15.4** Selection of vacation periods shall be by seniority and rank. Summer vacation shall not extend beyond two weeks until all eligible persons have had an opportunity to select a summer vacation. The summer vacation period shall extend from the first Sunday in June through the first Saturday after Labor Day (7 two week periods). All remaining calendar time shall be proportionately taken for vacations; provided, however, that no vacation period shall extend over two weeks to the exclusion of other employees having a right to choose in that period of time that an employee wishes to choose a vacation longer than two weeks.

**15.5** Nothing in the foregoing section shall be construed as prohibiting a supervisor from taking a vacation of longer duration than two weeks, provided that he has the earned vacation time and no other employee will be denied a proper selection of a vacation period.

**15.6** The department will continue its practice of allowing employees to take a single vacation day at its discretion. In addition, each member of the bargaining unit shall be entitled to take one (1) guaranteed single vacation day per a fiscal year, even though this day could result in overtime.

No more than one (1) guaranteed single vacation day may be approved per a shift on a first-come, first serve basis. No employee will be charged for the use of his/her guaranteed single vacation day unless overtime is actually hired for that shift.

ARTICLE 16 (A)  
SICK LEAVE ACCRUAL

**16.1** All members of the bargaining unit who have satisfactorily completed six months of continuous employment shall be entitled to paid sick leave which shall accrue at the rate of 1 1/4 days (10 hours) per month for each completed month of service.

**16.2** Effective January 1, 1980 and during the term of this agreement the maximum sick leave accrual shall be one hundred twenty (120) days. If any other bargaining unit receives more than 120 days accrued sick leave MAPS will receive the added amount.

**16.3** Any Employee eligible for sick leave with pay may use such sick leave for the absence due to his or her illness or injury. The employee may use sick leave for the illness of a spouse, child or blood relative when FMLA is approved. The employee may also use sick leave for a ward residing in the same household when FMLA is approved.

In case of chronic absenteeism, if the Chief has reason to believe an employee is abusing his sick leave privilege, the Chief may require a doctor's certificate for each period of illness.

**ARTICLE 16 (A) SICK LEAVE ACCRUAL (continued)**

**16.4** Effective on July 20, 2004, or the date of ratification of this Agreement, whichever comes sooner, when a member of the Bargaining Unit terminates his/her employment with the Manchester Police Department due to death, paid retirement or duty disability retirement, all accrued sick leave up to a maximum of eighty (80) days, plus one-quarter (1/4) of the balance of the days accrued over eighty (80) but not more than one hundred twenty (120) days shall be payable to the employee or the designated beneficiary.

**16.5** Members of the Bargaining Unit shall also be entitled to any other benefit in accordance with ordinance 33-081 (H).

**ARTICLE 16 (B) SICK LEAVE ACCRUAL**

**SICK LEAVE BANK ADMINISTRATION**

In accordance with the mutual agreement reached June 22, 1979 an appointee from the Executive Board of the Manchester Association of Police Supervisors shall serve as a voting member of the Sick Leave Bank Administrative Committee.

The Memorandum of Understanding signed July 5, 1979, a copy of which is attached, is hereby made a part of this agreement.

**MEMORANDUM OF UNDERSTANDING OF AMENDMENT TO AGREEMENT**

**BETWEEN**

**MANCHESTER POLICE PATROLMAN'S ASSOCIATION,**

**LOCAL 394, AND**

**CITY OF MANCHESTER POLICE COMMISSION**

**DATED**

**JULY 31, 1978 AND EFFECTIVE JANUARY 1, 1978**

The representatives of Local 394, MPPA, the City of Manchester Police Commission and the Aldermanic Negotiating Committee agree to amend the contract currently in effect as follows:

**ARTICLE 15 - SICK LEAVE, SECTION 5 - SICK LEAVE BANK ADMINISTRATION**

In order to provide for representation for members of the MPPA and the Manchester Association of Police Supervisors of the Sick Leave Bank shall be administered by five members of the Department (MAPS, MPPA, PDSS, Administration, Police Commission), two to be appointed by the Union Board of Stewards, one by the Police Commission and one by the Executive Board of the Manchester Association of Police Supervisors and shall hereinafter be called the "Administrative Committee" or "The Committee". Committee members shall be appointed in the following

ARTICLE 16 (B) - SICK LEAVE, SECTION 5 - SICK LEAVE BANK  
ADMINISTRATION (continued)

manner: One for one year, one for two years and two for three years; and upon expiration of each of these terms one member shall be appointed each year to serve a term of three years. Vacancies, when they occur, shall be filled by appointment in the same manner as the original appointments and shall be for the entire remaining term so filled.

The original appointee of the Police Commission shall be for a one year term and subsequent appointments shall be for three year terms. One appointee of the IBPO shall be for one year and one appointee shall be for two years and subsequent appointments shall be for three year terms. The appointee for MAPS shall be for a three year term and subsequent appointments shall be for three year terms.

The Committee shall select one of its members as Chairman by a majority vote, at the first meeting in January of each year, who shall serve a one year term. The Committee shall meet upon the second Wednesday of each month. Three members present shall constitute a quorum and a majority of those members present and voting shall decide all questions. Members who are absent for either three (3) consecutive meetings or any six (6) meetings in any 12 months period shall be automatically terminated from the Committee and their terms declared vacant.

ARTICLE 17  
NON-ABUSE OF SICK LEAVE

17.1 Members of the bargaining unit will be eligible for two (2) days of Personal Leave per year, or payment in lieu of taking personal leave, provided they are determined to not have misused or abused their sick leave privileges during the preceding twelve months.

A. At twenty (20) years of service, bargaining unit members are eligible for three (3) days of Personal Leave per year in accordance with the provisions of this article. At twenty five (25) years of service bargaining unit members are eligible for four (4) days of Personal Leave per year in accordance with the provisions of this article.

B. A bargaining unit member may receive payment in lieu of taking Personal Leave to a maximum of two (2) days in any one calendar year. At twenty (20) years of service a bargaining unit member may receive payment in lieu of taking Personal Leave to a maximum of three (3) days in any one calendar year. At twenty five (25) years of service a bargaining unit member may receive payment in lieu of taking Personal Leave to a maximum of four (4) days in any one calendar year.

C. Personal Leave may accrue to a maximum accrual of six (6) days; no more than six (6) Personal Leave, can be taken within one calendar year.

17.2 The determination whether or not employees have misused or abused their sick leave privileges will be made by the Sick Leave Bank Administrative Committee. Standards and procedures to determine sick leave misuse or abuse will be established by the Sick Leave Bank Administrative Committee, subject to approval by the signators to this agreement

**ARTICLE 17 – NON-ABUSE OF SICK LEAVE (continued)**

17.3 Longevity included in Personal Leave Days: In accordance with Article 24, Section 24.3, longevity increments will be included in payment for Personal Leave Days.

**ARTICLE 18**  
**HOSPITAL-MEDICAL INSURANCE**

**18.1** Effective July 1, 2019, the City will offer four (4) health insurance plans: The Access Blue New England HMO Site of Service 100, Access Blue New England HMO Site of Service 250, a High Deductible Plan coupled with an HSA, and an alternative Access Blue New England HMO 1250 plan all as more particularly described in the attached benefit explanation sheets. Effective July 1, 2020, the City will offer three (3) health insurance plans: The Access Blue New England HMO Site of Service 250, a High Deductible Plan coupled with an HSA, and an alternative Access Blue New England HMO 1250 plan all as more particularly described in the attached benefit explanation sheets. For employees hired before February 7, 2012, the City shall pay 84% of the premium for the above-referenced plans for family, two person or single plan coverage unless otherwise stipulated herein.

The City may offer a high deductible health insurance plan accompanied by the establishment of a Health Savings Account (HSA) for each enrolled bargaining unit member with a present contribution of \$1,500.00 for an individual and \$3,000.00 for a two person or a family plan. The City retains the right to set the annual City contribution and shall each year prior to the open enrollment period disclose any changes to high deductible benefit plan and/or its contribution to the HSA or continuation of the HSA in the following fiscal year. For bargaining unit members hired prior February 7, 2012 availing themselves of this option, the City shall pay 84% of the premium. Bargaining unit members will be charged on the basis of a single, two person or family plan irrespective of the single, two person or family plan designation in the plan itself. The City agrees not to change the amount of the contribution (\$1,500/\$3,000) to the HSA during the period of this contract (date of ratification – June 30, 2021). All other conditions relative to the high deductible plan shall apply.

**18.2** Bargaining unit members hired from outside of the department after June 30, 2019, shall be limited to only enrolling in the high deductible plan (aka HSA plan), or the alternative Access Blue New England HMO 1250 plan if that member does not qualify

**ARTICLE 18 – HOSPITAL-MEDICAL INSURANCE (continued)**

for the HSA plan, with the City paying 80% of the premium towards either plan. For the high deductible plan, the City shall contribute annually \$1,500.00 for a single plan and \$3,000.00 for a two person or family into a Health Savings Account as set forth above.

**18.3** It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers or become self-insured, provided that there is no significant decrease in overall benefits and that the New Hampshire Retirement System must accept the new plan for retired officers.

**18.4** To a bargaining unit member who elects not to receive coverage under any City health insurance plan the City shall pay \$4,000.00 annually in lieu of health insurance coverage. The City shall make said payment in two equal payments of \$2,000.00. The first payment, in arrears, will be made in January/February and the second payment, in arrears will be made in July/August. Bargaining unit members who encounter a qualifying event so as to make them eligible for enrollment in the City's health insurance plans during either six month period will receive a pro rata amount based on the next \$2,000.00 payment. Bargaining unit members will be able to enroll in the City health plans notwithstanding a qualifying event in the annual open enrollment period.

**18.5** The City further agrees that if any other group of employees are provided payment of any or all of the hospital-medical insurance premium for retirees then the MAPS Bargaining Unit shall be offered the same program on the same basis.

**18.6** Effective July 1, 1999 or date of ratification, whichever is later, bargaining unit members will have the option to enroll in the Delta Dental's Plan including coverage A, B & C with a total yearly maximum of \$1,000.00 on a voluntary basis in which case the City will pay eighty-five percent (85%) of the single, two- person or family premium. The entire premium will be paid for bargaining unit members whose spouse also works for the City.

**ARTICLE 18 – HOSPITAL-MEDICAL INSURANCE (continued)**

*Effective July 1, 2003, the total yearly maximum will be increased to \$1,500.00. Also, effective July 1, 2003, all employees shall be required to pay the employee share of the dental insurance premiums (see Sec. 18.4 above).*

Employees who are promoted into the MAPS Bargaining Unit from the MPPA Bargaining Unit after July 1, 1990 will retain any dental benefit to which they were entitled until such time as they become entitled to the MAPS dental benefit.

**18.7** Effective October 4, 2016,<sup>1</sup> all new employees promoted into the bargaining unit will continue to pay the insurance premium they would have paid if still in their prior bargaining unit. Employees newly hired into the bargaining unit from outside the department after ratification will pay 20% of their insurance premium with the City paying 80% of the premium. All members of the bargaining unit prior to October 4, 2016 will pay the premium reflected in 18.1.

**18.8** In the event that there are no medical services providers participating in the Site of Service network within twenty five miles of the City of Manchester, the Parties agree to reopen the contract to consider alternative health insurance options to the Site of Service plan(s). The Parties agree that any alternative health insurance options to be considered must have the same or lower costs for the employer and employee.

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<sup>1</sup> To the extent the agreement references “effective upon ratification,” and to the extent the language was added in the 2016-2019 agreement, the official date of ratification was October 4, 2016.

**ARTICLE 19**  
**BEREAVEMENT LEAVE**

**19.1** Any employee shall be excused from work for five (5) days because of the death of an immediate family member. The employee will be paid at his/her normal rate of pay.

**19.2** Immediate family shall mean: Spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, maternal or paternal grandparents and any other blood relative. Immediate family shall also include a ward living in the same household.

**19.3** Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her: Aunt, Uncle, Brother-in-law or Sister-in-law.

**19.4** Under extenuating circumstances (5) Five additional days with pay may be granted under Section 19.1 and 19.3 above, with written approval of the Department Head, such days to be chargeable to the employee's accrued sick leave.

ARTICLE 20  
CLOTHING AND UNIFORMS

20.1 The City will provide the required uniforms for the MAPS Bargaining Unit members. Simultaneously the uniform allowance for uniformed personnel within the MAPS Group shall be discontinued;

20.2 Provided, further, that the City will provide for the cleaning of uniforms and the officers' civilian clothes on a once per week basis, at a vendor of the City's choosing, such cleaning not to exceed \$185.00 per employee per year, effective January 1, 1990. Effective July 1, 2000 the provision for cleaning maximum shall increase to \$225.00 per employee per year.

Effective on the date of ratification, the provision for cleaning maximum shall increase to \$300.00 per employee per year. Effective July 1, 2008 said provision shall increase to \$325.00.

20.3 Provided, further, the City shall review the issuance of uniforms no later than December 31, 1985, at which time the City retains and reserves the right to discontinue providing uniforms, and if such action is taken by the City, the Department will revert to the payment of an allowance for the Bargaining Unit members to purchase and clean their uniforms, such allowance to be the subject of negotiations with the Association at the time of such reversion;

20.4 Provided, further, that upon the effective date of the City's providing uniforms to Bargaining Unit members all issued uniforms or parts of uniforms, shall be the property of the City and shall revert to the City upon the separation of an employee from the Police Department.

20.5 Only members of the bargaining unit who are primarily assigned to duties requiring the wearing of civilian clothes will receive semi/annual payments of \$150.00 as an allowance therefore in addition to being issued uniforms and will be entitled to have said civilian clothes cleaned by the contractor selected by the City for cleaning of

ARTICLE 20 – CLOTHING AND UNIFORMS(continued)

**20.5 (continued)**

uniforms, such cleaning not to exceed \$185.00 per year, effective January 1, 1996. Effective July 1, 2000 the provision for clothing allowance shall increase to \$200.00 semi-annually and the cleaning maximum shall increase to \$225.00 per employee per year.

Members of the bargaining unit who are assigned to a Division which customarily wears uniforms will not receive the civilian clothes allowance.

**20.6** An Administrative Committee composed of one MPPA Representative, one MAPS representative and one Administrative representative shall be established to review each case of civilian clothes and personal belongings destroyed in the line of duty. Guidelines will be established by the Administrative Committee, subject to approval by the Police Chief, for determining replacement values. The Committee shall submit such reports and recommendations to the Police Chief. The Police Chief shall have the final decision in such matters and such decision shall not be subject to the grievance procedure contained in this contract.

ARTICLE 21  
COURT TIME

**21.1** Effective January 1, 1993 bargaining unit members who are called in during off-duty hours for court appearances pertaining to their official duties, including DCYS hearings, DMV hearings, depositions and civil cases, shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate including longevity with a minimum payment of three (3) hours at time and one-half (1 1/2).

**21.2** Effective January 1, 1993 bargaining unit members who are held over from their shift for court appearances pertaining to their official duties, etc., shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate including longevity, for all time actually worked in excess of their scheduled shift.

**21.3** In return for the payments under sections 1 and 2 above, the bargaining unit member shall remit the court witness fee to the City Treasury.

**21.4** The parties agree to cooperate to maintain a list showing when supervisors are on vacation\*. Supervisors will be responsible to advise the Department of vacations at least sixty (60) days in advance. The Department will make a good faith effort to avoid supervisors being subpoenaed while on vacation. However, since the Department does not control the issuance of subpoenas, if the supervisor is subpoenaed while on vacation the matter shall not be grievable.

\* For the purpose of this section, vacation shall include combinations of vacation days, swaps, regular days off, personal days or compensatory time which extend regular vacation.

ARTICLE 22  
PAYMENT FOR MEALS

22.1 Supervisors shall be reimbursed per meal when assigned to participate in seminars or as instructors or aides in training schools by the department, or by outside agencies under the auspices of the department, that are daylong events outside the City limits in accordance with City policies and/or practices.

22.2 No more than two (2) such meals shall be reimbursed unless such events shall require staying overnight and are not covered under a per diem rate.

22.3 Receipts will be required for such reimbursements.

ARTICLE 23  
STABILITY OF AGREEMENT

23.1 Any portion of this Agreement found to be in conflict with any City ordinance, State statute, or Federal Law on regulations now in effect, or any State statute or Federal Law or regulations enacted at a later date, will be null and void. However, all other portions of this agreement will remain in effect.

23.2 This agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument, in writing, duly executed by both parties. Provided however that if the parties mutually agree to modify this agreement it must be reduced to writing and signed by both parties within 30 days of reaching said agreement or the agreement shall not take effect.

ARTICLE 24  
MISCELLANEOUS

24.1 Longevity payments included in Holiday Pay. Effective upon the date of this agreement Longevity Steps shall be included in the payment for Holidays, which are paid in lieu of employees being allowed time off.

24.2 Longevity payments included in Overtime. Effective upon the date of this agreement Longevity Steps shall be included in the payment for earned overtime.

24.3 Longevity Payments shall be included in payment for Personal Leave Days.

24.4 The City shall also pay to a member of the Association injured in the performance of his/her duty the difference between his/her regular pay at the time of injury and the amount of Worker's Compensation benefits to which he/she is entitled, said payments to be in accordance with all applicable State statutes and the City ordinance in effect on January 1, 1992. In the event any such State statutes are amended so as to eliminate such payments, such payments shall cease as of the effective date of any such amendments.

**24.5 EDUCATION INCENTIVE REIMBURSEMENT POLICY** – Effective on the date of ratification the City will reimburse employees for approved courses, which are in accordance with the established procedures of the Department and the City, on the basis of 75% of the cost of tuition, books and materials to a maximum of \$2,500.00 per fiscal year provided, however, the City will not reimburse an employee for a course or courses and books or materials which are paid for through Federal or State Programs.

Courses must be approved in advance by the Department Head concerned as meeting the requirement that such course is related to the employee's job or is part of a career development program.

ARTICLE 24 - MISCELLANEOUS (continued)

**24.5 (continued)**

Approval must be obtained through the Human Resources Department for payment for the course in accordance with the established procedure.

Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available. The total amount expended for Tuition Reimbursement for Bargaining Unit employees shall not exceed \$8,000.00 during the fiscal year.

ARTICLE 25  
INDEMNIFICATION

25.1 The City of Manchester currently purchases liability insurance and/or self-insurers which include coverage of Liability of Public officials and employees for actions taken as part of their official duties while employed by the City.

25.2 Furthermore, on the 25<sup>th</sup> of November 1975, the Board of Mayor and Aldermen acted under the provisions of RSA 31:105 by voting to indemnify - and hold harmless for loss or damage any person employed by the City while acting in their official capacity. Such action by the Board of Mayor and Aldermen protects the Officials and employees of the City for the deductible amount of liability insurance.

25.3 Employees of the City within the Bargaining Unit are covered under the Liability Insurance and the Indemnification for the deductible amount of the liability coverage, which are currently in effect.

ARTICLE 26  
HOLIDAYS

26.1 The following days shall be paid holidays for the Manchester Association of Police Supervisors:

|                        |   |
|------------------------|---|
| New Years Day          | Labor Day                                   |
| Martin Luther King Day | Columbus Day                                |
| Washington's Birthday  | Election Day or the day after Thanksgiving* |
| Fast Day               | Veteran's Day                               |
| Memorial Day           | Thanksgiving Day                            |
| Independence Day       | Christmas Day                               |

\* (NOTE: Employees will be given an option of which day will be taken as a holiday day under procedures established by the Department).

26.2 If a holiday occurs within an employee's scheduled vacation period, the employee shall be given an additional day's pay at the straight time rate.

26.3 Employees who are on schedules other than Monday through Friday shall be granted a day's pay at straight time for each of the above holidays in lieu of the holiday time off.

26.4 Employees who are on regular Monday through Friday schedules on an 8 ½ hour of work per day schedule shall receive payment for holidays the same as those on "four and two" shifts.

The incumbents in the position of Police Telecommunications Manager and Equipment Maintenance Superintendent shall continue to receive payment for holidays on the same basis as employees assigned to a "four and two" schedule; provided, however, when those positions become vacant and replacements are assigned to these positions such employees may, at the discretion of the management, be placed on a Monday through Friday, eight hours of work per day schedule, and in such case shall not receive payment in lieu of taking holidays off, but shall be allowed time off on all regular holidays.

**ARTICLE 26 - HOLIDAYS (continued)**

**26.5** For the purpose of this article the holiday shall be the twenty-four hour period commencing at 12:01 AM of that day.

**26.6** It is agreed that if any additional holidays are granted by action of the Federal or State Governments or by the Board of Mayor and Aldermen other than those currently in effect or established through contract negotiations within the City of Manchester government then the members of MAPS will automatically receive such additional holiday under the same conditions as described above.

**26.7** It is further agreed the granting of the day after Thanksgiving as a holiday is in exchange for Election Day and that such exchange is for a trial period of one year, at which time the City may in its sole discretion determine to revert to granting Election Day as a holiday and discontinue the day after Thanksgiving as a holiday.

**26.8** Longevity included in Holiday Pay – In accordance with Article 24.1 Longevity increments will be included in payment for holidays.

ARTICLE 28  
LIFE INSURANCE

28.1 Effective September 1, 1999, or date of ratification, whichever is later, the City will provide for a Life Insurance Fund to provide for the payment of a death benefit of an amount equal to the employee's last yearly base pay, but not to exceed fifty thousand (\$50,000.00) to the named beneficiary or estate of any member of the Bargaining Unit who dies from any cause while employed by the City or who dies within sixty (60) calendar days after retirement or resignation for health reasons.

The City reserves the right to obtain insurance coverage for the above amounts, and reserves the sole right to select such insurance carrier.

ARTICLE 29  
COMMITTEE REPRESENTATIVES

29.1 Whenever a committee is formed by the City and said committee is to have a representative from MAPS, such representative shall be appointed by the President of MAPS.

ARTICLE 30  
DURATION

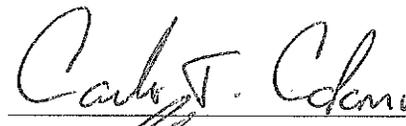
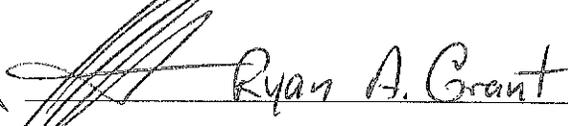
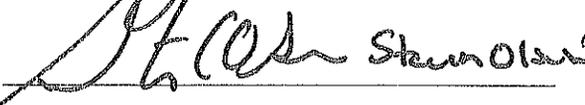
Upon ratification by the respective parties, this Agreement shall be in effect from July 1, 2019 through June 30, 2022; with effective dates for specific provisions as stated in the various Articles.

It is further agreed and understood by the parties hereto that no later than sixty days of the termination date above either party may notify the other party of its desire and intention to terminate the contract upon the expiration date or, if either party wishes to continue the contract in effect after the termination date, but wishes to amend any Article or part of the contract, then such party shall notify the other party no later than sixty (60) days prior to the termination date above of its intent to modify the contract; and, further, shall indicate which articles or portions of the contract it desires to modify through negotiations.

This contract is hereby agreed to by the parties concerned as certified to by their signatures affixed below:

**FOR MANCHESTER ASSOCIATION  
OF POLICE SUPERVISORS:**

**FOR THE ALDERMANIC  
NEGOTIATING TEAM:**

|  |   |
|--|---|
| <br>_____ | <br>_____ |
| <br>_____ | <br>_____ |
| <br>_____ | _____   |

6-16-2020  
DATE SIGNED

06-16-2020  
DATE SIGNED

DATE APPROVED BY THE BOARED OF MAYOR AND ALDERMEN: \_\_\_\_\_

## Appendix A

### Qualifications for Achievement Steps

Current members of the MAPS bargaining unit will be grandfathered to assure those presently holding an A- Step status keep it at their current rank.

Upon ratification of the contract, members need to obtain their criteria prospectively with the exception being formal education. Post Secondary Education will carry forward through the ranks as outlined in Appendix A.

Bargaining unit members who have attained the following certifications shall be deemed to have achieved the "A Step"...

- Certified Polygraph Examiners
- Graduates from the FBI National Academy
- Certified Emergency Medical Technicians
- Certified Expert Fingerprint Examiners (Certified by a Superior Court Judge during judicial proceeding).
- USPCA Nationally Certified Canine Trainer
- Any other certification or experience in a specialized area which brings added benefit to the assigned duties of the member's position (as solely determined by the Chief of Police).
- Police Sergeants who have attained their Associates Degree plus one-third (1/3) the credit hours needed to achieve a Bachelor's Degree in Management, Criminal Justice or a related field.
- Police Lieutenants who have attained their Associates Degree plus two-third (2/3) the credit hours needed to achieve a Bachelor's Degree in Management, Criminal Justice or a related field.
- Police Captains who have attained their Bachelor's Degree in Management, Criminal Justice or a related field.
- Emergency Services Dispatch Supervisors who have attained their Associates Degree in Management, Criminal Justice, Telecommunications, Computer Sciences or a related field.
- Custodial Services Supervisor who has attained his/her Associates Degree in Management, Technical School or a related field; or having a master electrician's license or master plumber's license.
- Equipment Maintenance Superintendent I who has attained his/her Associates in Management, Technical School or a related field; or having attained ASE Certification in at least two areas related to automotive repair.
- Ordinance Violations Coordinator who has attained his/her Associates Degree plus one-third (1/3) the credit hours needed to achieve a Bachelor's Degree in Management, Accounting or a related field.
- Police Telecommunications Manager who has attained his/her Bachelor's Degree plus one-half the credit hours needed to achieve a Master's Degree in Business, Communications, Management, Computer Information Systems or a related field.

Members requesting reclassification to the "A" step shall submit proof of completion or achievement of the above requirements to the Chief of Police for approval.

## Appendix B

### EMPLOYEE DEVELOPMENT APPEALS PROCESS

Only employees who are denied a merit step increase on their anniversary date of position due to a substandard performance evaluation may file an appeal. All appeals shall be initially filed with the employee's department head. Any employees receiving a satisfactory performance evaluation shall not have the right to appeal or grieve their evaluation, their pay step or the supervisor's comments. In the event that there is a disagreement between the employee and his/her supervisor over the EDP goals, the employee, after discussing the disagreement with the Department Head or his/her designee may with the concurrence of the Union, file a grievance.

If the department head rules in the employee's favor, the employee shall receive his/her merit step as of their anniversary date of position. If the department head rules against the employee, the employee shall have the right to appeal the decision to the city-wide appeals committee.

Employees will have thirty (30) days from the date of denial by their department head to file an appeal with the Human Resources Director or their right to appeal shall be forfeited.

An appeals committee shall be comprised of the following representatives:

- Two union representatives appointed by the unions (with two alternates).
- One department head (with one alternate).
- One non-affiliated (with one alternate).
- An independent neutral party to act as tie breaker. This person to be selected through agreement between the City and the unions. If no decision can be reached, the neutral shall be appointed by the P.E.L.R.B. Any costs associated with the neutral party hearing appeals shall be borne half by the City and half proportionally split amongst the unions whose members are appealing. The unions shall not be responsible for any costs incurred in appeal hearings from non-affiliated employees.
- The Human Resources Director as non-voting chairman to provide staff resources. Members cannot sit in on appeals where the appellant is a member of the same department or union.

Terms of the members on this committee shall be staggered with two (2) year terms and members cannot serve more than two consecutive terms. Members must take at least one year off after serving two terms before being allowed to serve on the committee again. Alternates shall have no term limitations.

Unless agreed to by the appellant and the Human Resources Director the committee shall have sixty (60) days from receipt of the appeal to conduct a hearing on the matter.

The committee shall have thirty (30) days to render a decision on the matter.

A majority vote shall rule and all decisions are final, binding and non-grieveable. A decision favorable to the employee means the employee shall receive their merit step effective (including retro-active pay) to their date of position. Evaluation step increases will stop when an employee reaches Step 13 on the included pay matrix.

The provisions of this Article shall expire on the last day of this Agreement, provided that any employee denied a merit pay increase during the duration of this agreement shall be entitled to an appeal under this Article