

Original

PDSS  
July 1, 2019 – June 30, 2022

AGREEMENT  
BETWEEN THE  
CITY OF MANCHESTER, N.H.  
AND THE  
POLICE DEPARTMENT SUPPORT STAFF  
TEAMSTERS LOCAL 633 OF N.H.  
July 1, 2019 – June 30, 2022

<u>ARTICLE</u>	<u>CONTENTS</u>	<u>PAGE NO.</u>
1	RECOGNITION .....	
2	MANAGEMENT’S RIGHTS.....	
3	EMPLOYEE’S RIGHTS .....	
4	STABILITY AGREEMENT .....	
5	UNION DUES .....	
6	GRIEVANCE PROCEDURE.....	
7	HOURS OF WORK.....	
8	OVERTIME.....	
9	HOLIDAYS .....	
10	VACATIONS .....	
11	SALARIES .....	
12	LONGEVITY .....	
13	SICK LEAVE ACCRUAL AND PAYMENT .....	
14	SICK LEAVE BANK.....	
	SICK LEAVE BANK ADMINISTRATION.....	
	SICK LEAVE MEMERSHIP .....	
	BANK STABILITY & LIMITATIONS.....	
	ADMINISTRATIVE OVERSIGHT .....	
15	INCENTIVE FOR NON-ABUSE OF SICK LEAVE.....	
16	BEREAVEMENT LEAVE.....	
17	CLOTHING AND UNIFORMS.....	
18	COURT TIME .....	

19	SENIORITY .....
20	HOSPITAL/MEDICAL INSURANCE PAYMENT.....
21	PLUS RATE .....
22	JOINT SAFETY COMMITTEE.....
23	MISCELLANEOUS .....
24	RULES AND REGULATIONS .....
25	NO STRIKE CLAUSE .....
26	EDUCATION INCENTIVE REIMBURSE POLICY.....
27	LIFE INSURANCE .....
28	CONTRACTING AND SUBCONTRACTING OUT.....
29	DURATION.....
	APPENDIX A .....
	APPENDIX B .....

ARTICLE 1

RECOGNITION

1.1 The City of Manchester, New Hampshire hereinafter called the “City” hereby recognizes Teamsters Local No. 633 of New Hampshire, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter called the “union”, as the sole and exclusive bargaining agent in the matter of wages, hours, and other conditions of employment (other than those managerial policies referred to in RSA 273-A:1 XI which are the exclusive prerogative of the public employer) for the Support Staff of the Manchester Police Department, hereinafter described as the “Unit”.

Specifically, the Unit shall consist of:

All regular full time and regular part time employees of the Manchester Police Department, hereafter called the “Department” in the classifications of: Accounting Specialist I & II, Administrative Assistant I & II, Custodian, Emergency Services Dispatcher (Police), Equipment Mechanic I, Evidence Specialists, Information Support Specialist, Payroll Coordinator, Police Records Specialist I & II, Customer Service Rep II, Police Services Specialist, Crime Analyst, Victim Witness Advocate, and Accreditation Manager.

The Equipment Mechanic I position shall remain a dues eligible position under the Teamster’s contract, but the position shall be subject to on-site supervision with a phase-out of positions through attrition/vacancies.

ARTICLE 2

MANAGEMENT'S RIGHTS

2.1 The Commission and the Police Chief will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: The Commission and/or the Police Chief will 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 for 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's 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 of its legal responsibilities. All of the rights, responsibilities and prerogatives that are inherent in the Commission or the Police Chief by virtue of statutory and charter provisions cannot be subject to any grievance or arbitration proceeding.

**ARTICLE 3**

**EMPLOYEE'S RIGHTS**

**3.1** Teamster Local No. 633 and the Commission agree that there will be no discrimination against any employee because of membership or non-membership in the Union and no disciplinary action shall be taken against an employee except for just cause.

The Commission agrees that it will not interfere with the formation, existence, operation or administration of the Union.

The members of the Teamster bargaining committee who are scheduled to work a tour of duty during collection bargaining negotiations shall be granted time off without loss of pay or benefits for all meetings between the Commission, its agents or representatives and the union for the purpose of negotiating the terms of the contract or any supplements thereto.

The union Shop Steward or his designee shall be granted reasonable time off during working hours, without loss of pay or benefits, to investigate, process and settle grievances; provided, however, the Shop Steward 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. However, such permission shall not be withheld or refused in an arbitrary or capricious manner.

**SHOP STEWARD'S PRIVILEGES AND DUTIES**

The Union Steward will be permitted to utilize Police Department/City Computers, email, phone and paper. The Employer recognizes the right of the Local Union to designate Job Stewards and Alternates from the Employer's seniority list. The authority of Job Stewards and

Alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances with the Employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement.
- (b) The collection of dues when authorized by appropriate Local Union action; and
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - 1) have been reduced to writing; or
  - 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and Alternates have no authority to take strike action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authorized Job Stewards and their Alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper, non-discriminatory discipline, including discharge. However, in the event the Job Steward or the designated Alternate has led, or instigated, or encouraged unauthorized strike action, slowdown or work stoppages in violation of this Agreement he/she may be singled out for more serious discipline, up to and including discharge. Stewards and/or Alternate Stewards shall not be subject to discipline performing any of the duties within the scope of their authority as defined in their Section, in the manner permitted by this Section.

Recognizing the importance of the role of the Union Steward in resolving problems or disputes between the Employer and its Employees, the Employer affirms its commitment to the active involvement of Union Stewards in such process in accordance with the terms of this Article.

The Job Steward or the designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Company's property without interruption of the Employer's operation. Upon notification to his or her supervisor, a Steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present, or process grievances, and to represent a fellow Employee concerning grievances or discipline so long as such activity does not interrupt the Employer's operations. This shall include the Stewards right to represent an employee in connective with any grievance concerning safety issues. The Employer will make a reasonable effort to insure that its operations are not interrupted by the Stewards' engaging in such activity. The Employer shall not use interruption of its operation as a subterfuge for denying such right to the Steward.

Where mutually agreed to by the Local Union and Employer, Stewards may investigate off the property or other than during their regular schedule, without loss of time or pay. Stewards will be paid for time spent in meetings under this Article which occur during the Stewards regular working hours. Stewards shall also be paid to time spent in meetings which occur outside his or her working hours, or on days off, by mutual consent. Such time spent during the Job Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Job Steward or the designated Alternate.

The Employer recognizes the Employee's right to be given requested representation by a Steward, or the designated Alternate, at such time as the Employee reasonably contemplates disciplinary action. The Employer also recognizes the Steward's right to be given requested representation by another Steward, or the designated Alternate, at such time as the Steward reasonably contemplates disciplinary action. When requested by the Union or the Employee, there shall be a Steward present whenever the Employer meets with an employee concerning grievances or discipline or investigatory interviews. In such cases, the meeting shall not be continued until the Steward or Alternate Steward is present.

If an Employee does not wish to have a Union Steward in any meeting where the Employee has a right to Union representation under this Article, the Employee shall sign a waiver of Union representation, a copy of which shall be furnished to the Union upon request.

#### ARTICLE 4

#### STABILITY AGREEMENT

**4.1** No amendment, alteration or variation of the terms of provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Any portion of this Agreement found to be in conflict with any current City Ordinance, or with a State statute or governmental regulation now in effect or enacted at a later date will be null and void. However, all other portions of this Agreement will remain in effect.

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.

The Union agrees to provide a copy of this Agreement to each employee in the bargaining unit.

**ARTICLE 5**

**UNION DUES**

**5.1** Effective on the date of ratification of this Agreement, the Department agrees to deduct Union dues from each bargaining unit member who has signed an authorization card and to remit same to Teamsters Local No. 633 of New Hampshire on a monthly basis, on or before the twentieth (20<sup>th</sup>) day of the month.

**5.2** At no time will the Department or the City be required to deduct fines or assessments beyond the regular monthly dues or initiation fees. If any bargaining unit member has no check coming to him/her or if his/her check is not large enough to satisfy the dues, then no deduction will be made from that employee.

**5.3** The Department shall be held harmless in any dispute arising between the Union and the employee for the payment or regular monthly dues and/or initiation fees.

**5.4** The City agrees to a D.R.I.V.E. check-off for bargaining unit members. Upon written authorization by the employee, the City shall deduct the amount specified by the employee on a weekly basis and shall remit same to the Granite State Teamsters' D.R.I.V.E. account. The employee shall provide written authorization in the form required by law.

**ARTICLE 6**

**GRIEVANCE PROCEDURE**

**6.1** 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.

**6.2** **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 three (3) business days.

**6.3** **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 in writing within three (3) business days.

**6.4** **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 in writing within five (5) business days.

**6.5(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

**6.5(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). 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.

**6.5(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 permanent neutral

(arbitrator) within fifteen (15) business days after the pre-arbitration meeting and will simultaneously convey a copy of the request to the Chief of Police. If the Union fails to submit the grievance to the permanent neutral (arbitrator) within fifteen (15) business days after the pre-arbitration meeting, the grievance shall be deemed abandoned and no further action shall be taken with respect to the grievance.

6.5(D) The above times may be extended by mutual written agreement of the parties.

6.6 The employee, when discussing his grievance with management, may, at his/her discretion, be accompanied by a union representative.

6.7 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.

6.8 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 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 7

HOURS OF WORKS

7.1 Effective on the date of signing of this Agreement, the Manchester Police Department shall continue to implement the following work schedule for all bargaining unit employees except those as noted in Section 2 below.

(A) A regular work relief of 8 ½ hours shall be scheduled on the basis of four consecutive work days on duty followed by two consecutive days off duty, progressing through a six calendar week cycle.

(B) The average work week over the six week cycle shall consist of forty hours.

(C) The regular work relief may consist of 8 ½ hours of which the first thirty minutes shall be used for mandatory in-service training and roll call at the discretion of the Chief of Police. The overtime provision of this Agreement will not apply to work performed during a regularly scheduled work relief nor to work performed during the regularly scheduled work week.

7.2 Bargaining unit members who are not assigned to rotating shifts in accordance with 1.(A) above shall be assigned to shifts of either (8) hours per day for forty (40) hour salaried or hourly employees and seven (7) hours per day for thirty-five (35) hour salaried employees.

Determination of the work schedules for the above groups shall be made by the Police Chief. The decision of the Chief of Police shall be final and shall not be subject to the Grievance Procedure.

7.3 Relief assignments for bargaining unit members assigned to rotating shifts in accordance with 7.1 (A) above shall occur approximately every four (4) months. Effective the 1<sup>st</sup> shift change after January 1, 2000 relief assignments for bargaining unit members assigned to

rotating shifts in accordance with 7.1 (A) above shall occur approximately every two (2) months. Requests will be submitted in writing by the members at least six months prior to the shift change and shall be posted at least five (5) months prior to the shift change by the administrator in charge of making relief assignments. The parties agree that it is desirable that all employees who wish to rotate into the day shift have the opportunity to do so at least once per year during one of the shift reassignments. The department shall make every reasonable effort to achieve this goal within the parameters of the requirement that it is properly staffed to carry out its purposes and of the particular requests before it. Nothing herein contained will require the department to grant requests for certain reliefs and any decision made by management shall not be subject to the Grievance Procedure.

7.4 The Union agrees that bargaining unit members who are habitually late in reporting for work shall first be given an oral warning. If the bargaining unit members continues to report late, he/she shall be given a written warning to be inserted in his/her personnel jacket. If the bargaining unit member still continues to report late, he/she may be subject to disciplinary action, including suspension and/or dismissal.

7.5 NIGHT SHIFT PREMIUM. Effective on the date of signing of this agreement, any bargaining unit member who is assigned to night shifts on a periodic rotating basis shall be paid at a rate which is eight percent (8%) higher than his/her normal rate. Such premium shall apply when half or more of the shift is scheduled after 6:00 PM or before 8:00 AM and shall be paid only while the bargaining unit member is actually working on such shift or is on authorized vacation or sick leave with pay, provided that he is so assigned both immediately before and after such leave.

Bargaining unit members who are assigned to 11:00 PM to 7:00 AM as their primary shift assignment will receive a rate which is eight percent (8.0%) higher than their normal rate.

Night shift payments shall not be pyramided, compounded or paid at an overtime rate.

7.6 Except in cases of emergencies employees will be given a 14 day notice of a change in their work shift.

## ARTICLE 8

### OVERTIME

8.1 Subject to all other provisions of this Article:

(a) Eight and one-half (8 ½) hours shall constitute the “regular work relief” for bargaining unit members assigned to a schedule on the basis of four consecutive work days on duty followed by two consecutive days off duty.

(b) Seven (7) hours or either (8) hours per day shall constitute the “regular work relief” for bargaining unit members who are not assigned to a “four and two” schedule.

(c) The “regular work week” for employees assigned to the “four and two” schedule shall be computed on the basis of a six week cycle which includes four calendar weeks Sunday through Saturday consisting of five work reliefs with two consecutive days off and two calendar weeks Sunday through Saturday consisting of four consecutive work relief with three non-consecutive days off.

(d) The “regular work week” for employees who are not assigned to a “four and two” schedule shall be five (5) days, between 12:01 AM Sunday and 12:00 midnight on the subsequent Saturday.

8.2 Overtime shall be paid at the rate of time and one-half the regular hourly rate to include longevity for authorized time worked in excess of the “regular work relief” or the “regular work

week” as defined in Section 1 above, provided, however, that in determining whether an employee is entitled to compensation at the overtime rate for authorized hours worked in excess of a “regular work week” as defined in Section 1 above, any time worked in excess of a single “regular work relief” shall not be counted.

**8.3** The overtime premium or rate shall not be pyramided, compounded, added together or paid twice for the same time worked.

**8.4** 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.

**8.5** TRAINING Effective upon the date of signing of this Agreement, it is agreed by the Union that members of the bargaining unit will report for training courses/classes at the administrative discretion of the department during off duty hours. Training hours are 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 six (6) full days of training during any calendar year. Each session of training shall be considered as a day of training, whether for a full day or a portion of a day. 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 six (6) days 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 three (3) hours at the straight time rate for each training session.

**8.6** OVERTIME Except in cases of emergency, all overtime, defined as time worked in excess of a “regular work relief” or a “regular work week” must be authorized in writing by the

Department. All bargaining unit members shall be required to work emergency or unscheduled overtime when requested, unless excused by the Department. Any employee who fails to appear for emergencies or unscheduled overtime when requested shall be subject to corrective disciplinary action.

**8.7** **COMPENSATORY TIME** Compensatory time off in lieu of overtime payment shall be at the time and one-half rate. Compensatory time shall be approved at the discretion of the Department.

**8.8** Except in cases of extreme emergencies, no members of the Communication Division will be ordered to work more than two (2) double shifts within a pay period. In such emergencies the decision will be left to the discretion of the OIC.

**8.9** If a Communications & Dispatch employee takes overtime on his/her day off, they cannot be ordered to work the immediately following shift.

**ARTICLE 9**  
**HOLIDAYS**

**9.1** The following days shall be paid holidays for bargaining unit members

- |                       |                  |
|-----------------------|------------------|
| New Year's Day        |                  |
| Civil Rights Day *    | Labor Day        |
| Washington's Birthday | Columbus Day     |
| Memorial Day          | Veteran's Day    |
| Independence Day      | Election Day     |
| Christmas Day         | Thanksgiving Day |

\*Civil Rights Day shall be celebrated as a floating holiday, and will be approved subject to the operational requirements of the Department.

**9.2** Employees assigned to classifications whose functions require twenty-four (24) hours per day, seven (7) days per weeks operations and who are scheduled to work on the above holidays, shall be: A) compensated at straight time pay of one-fifth (1/5) of a regular week's pay for the above holidays in lieu of being allowed time off on holidays; or B) may request to convert one holiday to an 8hr. compensatory day off instead of receiving payment under A above. The holiday identified will be at the employee's choosing, but limited to one holiday per contract year and subject to Article 8.7 on compensatory time usage.

**9.3** Those employees who are assigned on a straight workweek shall, whenever applicable, be allowed time off on the above holidays. In such instances, the employee shall receive his/her regular pay and shall not receive additional pay in lieu of the holiday.

**9.4** For the purpose of this Article, the holiday shall be the twenty-four (24) hour period commencing at 12:01 AM of that day.

Longevity steps shall be included in the payment for holidays, which are paid for in lieu of employees being allowed time off.

**9.5** An employee shall forfeit his/her right to payment for any holiday if he/she has an unexcused absence on the last scheduled work day preceding such holiday or on the next regular work day following such holiday. (Paid sick leave shall be an excusable absence.)

**9.6** If a contractual holiday falls within an employee's vacation period, the employee will receive holiday pay for that day in addition to his vacation pay.

ARTICLE 10

VACATIONS

**10.1** Effective July 1, 1999 or date of ratification, whichever is later, 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 ten (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.

Employees shall become eligible for earned vacation after six (6) months of continuous service. When an employee terminates his employment with the Manchester Police Department for any reason except as specified above, he/she shall be compensated for all earned vacation time.

Selection of vacation periods shall be by seniority. However, no vacation period shall extend beyond two (2) weeks until all eligible employees shall have an opportunity to have a two (2) week vacation, except at the discretion of the Chief.

**10.2** Maximum vacation accrual. Effective upon the ratification date of this agreement, no employee shall be permitted to accrue in excess of two (2) times his/her annual earned vacation time, i.e. employees who earn ten (10) days of vacation per year shall have no more than twenty

(20) days earned vacation to his/her credit at any time; employees who earn fifteen (15) days of vacation per year shall have no more than thirty (30) days earned vacation his/her credit at any time; employees who earn twenty (20) days of vacation per year shall have no more than forty (40) days earned vacation to his/her credit at any time; employees who earn twenty give (25) days of vacation per year shall have no more than fifty (50) days earned vacation to his/her credit at any time. And those that earn thirty (30) days of vacation per year shall have no more than sixty (60) days earned vacation to his/her credit at any time.

## ARTICLE 11

### SALARIES

**11.1** Effective July 1, 2019, the Salary Schedules shall be increased by one and three quarters percent (1.75%).

Effective July 1, 2020, the Salary Schedules shall be increased by one and three quarters percent (1.75%).

Effective July 1, 2021, the Salary Schedules shall be increased by one and three quarters percent (1.75%).

**11.2** 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.

**11.3** Yarger Decker/Manchester Pay Scale effective October 1, 2017 to reflect that for new hires, step increases shall be 2.0%.

Effective October 1, 2017 the 6 month step increase for new hires shall be eliminated.

**11.4** 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.

**11.5** Employees being promoted from one grade to a higher grade shall be placed on the lowest step of the new grade, which will provide for a minimum of a ten percent (10%) increase in salary.

**11.6** 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 mutually agreed provisions which shall be attached as Appendix A.

## **ARTICLE 12**

### **LONGEVITY**

**12.1** The longevity waiting periods for employees shall be 5-10-15-20-15-30-35-40 and 45 years of service. Employees hired after June 30, 2019, shall not be entitled to the 5 year longevity step.

**12.2** For all employees hired prior to October 1, 2017, an increase of three-percent (3%) will take effect on the employee's anniversary date of employment.

**12.3** For all employees hired on or after October 1, 2017, shall receive an increase of two percent 2.0% on their anniversary date of employment.

## **ARTICLE 13**

### **SICK LEAVE ACCRUAL AND PAYMENT**

**13.1** All employees of the Manchester Police Department Support Staff who have satisfactorily completed six (6) months of continuous employment shall be entitled to paid sick leave which shall accrue at the rate of one and one-quarter (1 ¼) work days with pay for each completed month of service. Accrual shall include the probationary period. Unused sick leave

may be accumulated up to a maximum of one hundred and five (105) work days (effective on date of ratification, one hundred twenty (120) work days.).

**13.2** Any employee eligible for sick leave with pay may use sick leave for absence due to his/her illness or injury; or the illness or injury of a spouse, child, parent or other blood relative or ward residing in the same household when FMLA leave is approved; or for the exposure to contagious disease. (Based on a grievance filed by Rona Leriche, the parties intent and understanding is that employees may use sick leave for FMLA purposes.)

Employees shall be required to substantiate sick leave in excess of three (3) days with a letter from a qualified physician or any other excuse acceptable to the employer (Dept.). In case of chronic absenteeism or if the Chief has reason to believe that an employee is abusing his/her sick leave, he shall give a written warning. If the abuse continues, the Chief may request a doctor's certificate for each period of illness.

If, after a written warning has been issued, there is a substantial improvement in the employee's sick leave record for twelve (12) months, the written warning shall be removed from the employee's record.

**13.3** When an employee terminates his/her employment with the Manchester Police Department, all sick leave credits shall be canceled, except in cases of retirement, duty disability retirement or death. In such cases accrued sick leave shall be payable to the employee or his/her designated beneficiary; provided however, that payment shall not exceed eighty days (16 weeks).

Effective upon the date of ratification of this Agreement, such payment for accrued sick leave shall not exceed eighty (80) days of regular pay plus payment of one-quarter of the balance of the days accrued over eighty (80) but not more than one hundred twenty (120) days of accrued sick leave at their regular pay.

13.4 Effective on the date of ratification, members of the bargaining unit shall also be entitled to any other benefits in accordance with City Ordinance 33.081 (H).

**ARTICLE 14**  
**SICK LEAVE BANK**

14.1 A voluntary sick leave bank, to cover Manchester Police Department Support Staff personnel in the event of a long-termed disability due to illness or non-service connected injury, is hereby established. The operation of such sick leave bank shall be subject to the rules and guidelines set forth in this Article.

The purpose of the sick leave bank is to provide relief to employees who suffer long-term illness or injuries which are non-job connected. It is established to provide additional paid benefit days beyond the employee's accrued sick leave and who continues disabled for an additional fifteen (15) days. For example, it is not established to provide relief for one or two days beyond the employee's accrued sick leave.

**SICK LEAVE BANK ADMINISTRATION**

In order to provide for representation for members of the IBPO, the Manchester Association of Police Supervisors and Teamsters Local 633, the Sick Leave Bank shall be administered by five (5) members of the Department, two to be appointed by the Union Board of Stewards, one by the Police Commission, one by the Executive Board of the Manchester Association of Police Supervisors and one by the Teamsters Union and shall hereinafter be called the "Administrative Committee" or the "Committee". Committee members shall be appointed in the following manner:

One for one year, one for two years and two for three years; and upon expiration 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 and Teamsters Local 633 shall be for a three year term and subsequent appointments shall be for the 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 meeting or any six (6) meetings in any 12 month period shall be automatically terminated from the Committee and their terms shall be declared vacant.

#### **SICK LEAVE MEMBERSHIP**

Each member of the Manchester Police Department desiring to be covered by the sick leave bank agrees to donate one (1) day per year from his accumulated number of sick leave days and an adjustment of minus one (1) day shall be made on all records showing the applicant's accumulated sick leave days upon his acceptance as a member of the bank and for each day donated thereafter. Application for membership shall be made on a form provided by the Committee.

Membership of all employees will be subject to the following restrictions:

- (a) Probationary employees will be admitted to membership providing they shall have fulfilled the requirements set forth in this Agreement.
  
- (b) Full-time employees having less than 30% of their accumulated sick leave day's limit as of the date of their applications shall be limited in the extent of their participation in the bank. Members who fall below the 30% restriction during the period of membership, except for long periods of illness or injury, except those with less than fifteen (15) days of accrued sick leave as of the date of their application for membership. An employee whose sick leave balance falls below fifteen (15) days of accrual due to recent illness or injury may be admitted at the discretion of the Committee.

Employees whose sick leave falls below fifteen (15) days after they are admitted for the Sick Leave Bank, where the usage of sick leave was not the result of extended illness or injury, shall have their membership status reviewed by the Committee. The Committee may temporarily suspend the employee from membership in the Bank if it deems such action to be in the best interest of the bank.

Employees who have less than one year of service may be admitted to the Bank upon the majority vote of the Committee after review is made of their status with the Department. Upon admission to membership, the conditions stated in the preceding paragraphs will apply.

Computations for determining the 30% limit, referred to above, shall be based on sixty (60) days accumulation or by multiplying .125 times (x) the number of months service if less than 48 months, whichever shall apply. This restriction shall be removed as soon as the employee's accumulated sick leave days shall exceed 30% of his limit. Exceptions from this

restriction may be made for good cause by the Committee with the concurrence of the Board of Police Commissioners or the Chief of Police.

A member shall become eligible to request extended sick leave benefits from the Bank for an incapacitating illness or non-service connected injury, provided he/she has exhausted all his/her accrued sick leave and his/her incapacitation extends at least fifteen (15) consecutive calendar days beyond the exhaustion of his/her sick leave accrual. Upon presentation of satisfactory medical evidence of illness or injury to the Administrative Committee, the Committee may approve up to thirty (30) work days of sick leave benefit days from the Bank to be granted to the member. Such sick leave benefit days may be made retroactive to the first work day after exhaustion of his/her accrued sick leave credits. Should the member still be incapacitated after this time from the same illness or injury, he/she may present his/her case for review and be granted additional benefit days, but such additional days may be restricted in number according to the number of benefit days in the Bank at the time. In no case shall the additional days exceed thirty (30) work days for each period of incapacitation; provided, however, exceptions may be made in cases of long term illness or injury at the discretion of the Committee.

**BANK STABILITY AND LIMITATIONS**

All employees who shall become members of the Sick Leave Bank shall continue in the Bank until December 31<sup>st</sup> of the current calendar year and automatically for each calendar year thereafter unless the employee shall withdraw from membership prior to December 31<sup>st</sup> of any calendar year. Withdrawal shall be in writing, duly signed and dated and submitted to the Administrative Committee prior to December 31<sup>st</sup>. No benefits shall accrue to the withdrawn

member thereafter and any sick leave days previously donated to the Bank shall remain in the Bank to be disbursed by the Committee.

The number of benefit days in the Bank shall not exceed 600 benefit days on December 31<sup>st</sup> of any calendar day. All excessive days shall be discarded. In the event the Bank is terminated, all sick leave benefit days remaining in the Bank shall be null and void.

#### ADMINISTRATIVE OVERSIGHT

In the event the Board of Police Commissioners or the Chief of Police questions a recipient's eligibility to receive benefits from the Bank, the Board of Commissioners or the Chief may require of the Administrative Committee and the employee proof of such eligibility as well as a physician's certified report of the disabling illness or injury of the recipient.

This article or any section thereof may not be amended except through the collective bargaining process or mutual written agreement of the parties concerned by law in that process.

#### ARTICLE 15

##### INCENTIVE FOR NON-ABUSE OF SICK LEAVE

#### 15.1

- A. Members of the bargaining unit shall 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 sick leave privileges during the preceding twelve (12) months.
- B. At twenty (20) years of service, bargaining unit members are eligible for three (3) days of personal leave per year. At twenty-five (25) years of service bargaining unit members shall be eligible for four (4) days of personal leave per year.

- C. 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) days of service a bargaining unit member may receive payment in lieu of taking personal leave to a maximum of three (3) 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) in any one calendar year.
- D. Effective July 1, 2017 employees in the Bargaining Unit will be eligible for an additional .5 days of Personal Leave each six (6) months, or payment in lieu of taking personal leave, provided they are determined to not miss or abused their sick leave privileges during each six (6) month period starting January 1 of each year.
- E. Personal Leave may accrue to a maximum accrual of six (6) days; no more than six (6) Personal Leave days, including payment in lieu of taking Personal Leave, can be taken within one (1) calendar year.

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 signatures to this Agreement.

This Article or any Section thereof may be amended through the collective bargaining process or mutual agreement of the parties concerned by law in that process.

**ARTICLE 16**

**BEREAVEMENT LEAVE**

**16.1** Any employee shall be excused from work for not more than five (5) working days, and with the approval of the Chief of Police the five (5) days may be used non-consecutively, which may include regularly scheduled days off; because of death in the immediate family and shall be paid his/her normal rate of pay for the scheduled hours missed. Immediate family shall mean: spouse, parents, children, brother, sister, mother-in-law, grandmother, grandfather, father-in-law, son-in-law, daughter-in-law or a blood relative or ward residing in the same house.

**16.2** Under extenuating circumstances, two (2) additional days with pay may be granted under Sections 1 and 3 with written approval of the Department head; such days to be charged to the employee's sick leave.

**16.3** Special leave of one (1) working day with pay, for the purposes of attending the funeral, shall be granted an employee in the event of the death of his/her: brother-in-law, sister-in-law, aunt and uncle, niece(s), nephew(s) step-children, step-parents, step-brother, and step-sister. Special leave of three (3) working days with pay, for the purpose of attending the funeral shall be granted an employee in the event of the death of his/her grandchild.

**16.4** Under no circumstances shall bereavement leave be paid on an overtime basis.

**ARTICLE 17**

**CLOTHING AND UNIFORMS**

**17.1** The City will provide the required uniforms for the Police Department Support Staff bargaining unit members.

**17.2** All bargaining unit members shall be entitled to a \$150.00 per fiscal year cleaning allowance. Employees who wear uniforms shall only be entitled to have their uniforms cleaned with this amount.

**17.3** All uniforms, or parts of uniforms, shall be the property of the City and shall revert to the City upon separation of an employee from the Police Department.

**ARTICLE 18**  
**COURT TIME**

**18.1** Effective upon the date of ratification of this Agreement, any employee in the Bargaining Unit who is called in for a court appearance pertaining to his/her official duties outside of the regular work hours shall be paid at time and one-half (1 ½) his/her regular hourly rate for time in court with a minimum of three (3) hours at time and one-half (1 ½) pay.

In return for the payment for court appearances as stated above, the employee shall remit the court witness fee to the City treasury, in accordance with procedures established by the Finance Department.

**ARTICLE 19**  
**SENIORITY**

**19.1** There shall be one type of seniority:

- (a) Department Seniority
- (b) Classification Seniority

Department Seniority for employees covered by this Agreement shall be defined as the period of continuous employment with the Manchester Police Department in the work covered by this Agreement. Probationary employees shall have no seniority, but upon satisfactory

completion of the probationary period shall have their names added to the seniority list from the date of employment as probationary employees.

Classification Seniority shall relate to the length of time an employee has been employed in a particular position classification. As described in Article 1 of this agreement the position classifications are Accounting Specialist I & II, Administrative Assistant I & II, Custodian, Emergency Services Dispatcher (Police), Equipment Mechanic I, Evidence Specialist, Information Support Specialist, Payroll Coordinator, Police Records Specialist I & II, Customer Service Rep II, Police Services Specialist, Crime Analyst, Victim Witness Advocate, Accreditation Manager and any other position that may be added to the unit.

**19.2** Whenever more than one person starts employment in the department on the same day, they shall draw lots to determine his/her Department Seniority status on the seniority lists.

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

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

**19.5** Whenever a senior employee feels he/she has been bypassed for an assignment, he/she may request and be entitled to an explanation.

**19.6** LAYOFF PROCEDURE The following layoff procedure shall be confined to the members of the bargaining unit:

(A) The Department shall have the sole right to determine which classifications of employees shall be affected by the layoff.

(B) In the event of a layoff, probationary employees shall be laid off first. The order of layoffs of probationers shall be determined by the Chief.

(C) The order of layoff of regular employees with less than four (4) years of service shall be based on job performance, absentee record and Department Seniority as determined by the Police Chief.

(D) Regular employees with four or more years of service shall be laid off in inverse order of Department Seniority by classification, with the least senior employee laid off first.

(E) Exceptions may be made by the Chief to the order of layoffs as outlined in Sections (B), (C), and (D) above to maintain Affirmative Action goals for minorities and females.

(F) When a recall occurs, laid off employee will be recalled by classification with the employee within the classification with the highest department seniority recalled first. Recall notice shall be in hand or by certified mail, postage prepaid, to the last address given to the Administration by the employee. If an employee rejects the offer or fails to respond to the Department within ten (10) calendar days after receipts of the Department's above notice of recall, the employee will be deemed to have refused the position offered and the Department may strike that employee's name from the recall list and shall then notify the employee with the next highest Department Seniority, by classification.

(G) Department Seniority shall be broken by:

- a. Discharge for Just cause;
- b. Voluntary resignation;

- c. Failure to respond to a notice of recall as specified in the preceding section F;
- d. Remaining on layoff for more than twenty-four (24) months.

(H) An employee who is laid off will remain on the recall list for twenty-four (24) months after the effective date of said employee's layoff unless that bargaining unit member:

- a. Waives recall rights;
- b. Resigns;
- c. Fails to accept recall to the position that the bargaining unit member held immediately prior to layoff or to a substantially equivalent position; or
- d. Fails to report to work in a position that said bargaining unit member has accepted within thirty (30) days after receipt of the notice of recall.

**19.7** If it is necessary to move employees from their assigned shift to another shift, the Department shall, within the effected group, first seek volunteers to accommodate such movement.

Absent volunteers from within the group, the least senior employee within the affected group shall be assigned to the new shift.

It is understood by the parties that management reserves the right to assign personnel to shifts based upon their experience level so as to avoid multiple inexperienced personnel on one shift.

## ARTICLE 20

### HOSPITAL/MEDICAL INSURANCE PAYMENT

**20.1** 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 October 15, 2013, 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. For employees hired after October 15, 2013 (but before July 1, 2019), The City shall pay 80% of the premium for family, two person or single plan coverage as set forth above.

The City may offer a high deductible health insurance plan accompanied by the establishment of a Health Savings Account (HSA). For employees hired prior to October 15, 2013, the HSA contribution shall be \$1,500.00 for an individual plan and \$3,000 for a two person or family plan. For employees hired after October 15, 2013, the HSA contribution shall be \$1300.00 for an individual and \$2,600.00 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 before October 15, 2013, that are availing themselves of this option, the City shall pay 84% of the premium. For bargaining unit members hired after October 15, 2013, that are availing themselves of this option, the City shall pay 80% 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 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.

Bargaining unit members hired 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 Site of Service 1250 plan if that member does not qualify 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 \$1,300.00 for a single plan and \$2,600.00 for a two person or family into a Health Savings Account as set forth above.

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.

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

**20.3** Effective July 1, 1999 or date of ratification whichever occurs later, bargaining unit members who enroll in the Northeast Delta Dental Plan, Coverage C will have eighty-five percent (85%) of the premium paid by the City. The entire premium will be paid for bargaining unit members whose spouse also works for the City.

*Effective July 1, 2003, the total yearly maximum will be increased to \$1,500.00.*

**20.4** The City will pay four thousand (\$4,000.00) dollars to any bargaining unit member who terminates his/her existing health insurance coverage under the City's plan and who also provides satisfactory evidence that he/she has valid alternative health insurance coverage from other than the City of Manchester School District. 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.

ARTICLE 21

PLUS RATE

21.1 In any case, except for training purposes, when a bargaining unit member is qualified for and is temporarily required to serve regularly in and accept the responsibility for work in a higher class of position, such bargaining unit member shall receive the entrance rate of that class, or ten percent (10%) whichever is higher, while so assigned, subject to the approval of the department head and the personnel director. Such temporary assignment to a higher class of positions, to qualify for the higher rate of pay, shall be regular and continuous in character for at least one work day for hourly rated bargaining unit members and one work week for salaried bargaining unit members. A member temporarily assigned to the position of Dispatch Supervisor for a regular and continuous period of four (4) hours or more shall be entitled to the plus rate for that position while so assigned. An employee may be temporarily assigned to the work of any position of the same or lower class grade without change in pay. In any case when an hourly rated bargaining unit member is assigned to temporarily serve in a higher level salaried position, then such hourly rated employee shall be granted a plus rate in accordance with this section if the assignment is for one full work day or longer.

21.2 Emergency Services Dispatchers and Police Service Specialists who are assigned as Communications Training Officers (CTO's) shall be paid a plus rate of ten percent (10%) for the duration of the training period.

ARTICLE 22

JOINT SAFETY COMMITTEE

22.1 A Joint Committee shall be formed by the Department, the MPPA, Teamsters and the Manchester Association of Police Supervisors which shall meet once a month, or more often by

mutual agreement of the parties, to review and recommend safety and health conditions and to discuss matters of mutual interest and benefit pertaining to safety and health conditions. Said Committee shall consist of one individual each appointed by the MPPA.

22.2 The MPPA, MAPS, and Teamsters appointees shall attend the meetings without loss of pay or benefits when such meetings occur during the regular working hours of the employee.

22.3 Each member of the Committee shall be a permanent member for the duration of this Agreement and an Alternate shall be named for each; provided, however, the permanent members shall attend whenever possible.

**ARTICLE 23**  
**MISCELLANEOUS**

23.1 The Commission agrees to permit representatives of Teamster Local #633 to have reasonable access to Manchester Police Station, subject to security regulations, provided that any such representative notifies the Chief of Police or his designee of the reason for his/her presence when he/she arrives and exercise care not to interfere with the performance of duties assigned to employees.

23.2 The Commission agrees to provide suitable space for a bulletin board to be used for Union announcements, notices, social events and other such non-controversial matters. The Union agrees to provide the Chief with a copy of all notices to be posted. The bulletin board space shall not include advertising, political matter or any kind of literature other than herein provided.

23.3 The Commission will annually furnish the Union with a seniority list showing the names of all employees in the bargaining unit. The Commission shall furnish the names of all new hires to the Local Union as they are hired.

**23.4** The Union agrees to furnish the Commission with a list of Local #633 officials and to keep said list up to date.

**23.5** Bargaining Unit members may be employed on their off-duty hours up to a maximum of twenty-four (24) hours in any one work week. The Police Department shall be considered the primary employer and when a callback order is issued by the Department, any employee must immediately respond. It is mandatory that the employee notify the Chief of Police or his designee, in writing, as to the name of the employer, the location of employment, a description of the type of work being performed, the work hours scheduled and the days of the week involved and any changes in his/her work or work schedule. If injured in the performance of this off-duty work, he/she must submit a detailed report of such injury. No employee shall be allowed to accept and continue employment without the express knowledge of the Chief of Police or his designee who shall have the sole right to determine whether a conflict of interest exists or whether the work is in the best interest of the Department and the City of Manchester.

**23.6** An individual's personnel folder shall be available to that department member upon request at reasonable times for inspection and review, provided, however, any such inspection or review shall be conducted in the presence of the Chief or his designee. Excluded from inspection and review are personal and business references obtained prior to employment. No item shall be removed from individual's personnel folder, except by mutual agreement of the individual and the Chief of Police or his designee.

**23.7** REMOVAL OF REPRIMANDS All written reprimands shall be removed from an employee's personnel folder after twelve (12) months, provided the employee has satisfactorily correct the nature of the reprimand and there have been no additional reprimands issued during the twelve month period. The employee will be notified when a reprimand has been removed

from his/her personnel folder. Records of suspensions shall not be removed from the employee's personnel folder.

**23.8 POSTING OF VACANCIES**

1. When any non-sworn position becomes vacant, or new non-sworn position are established by the Police Department, a posting notice shall be disseminated by way of Department email, as well as a posting on the PDSS Bulletin Board for five (5) days. The initial posting referred to above will be considered an "internal posting", as such, only Manchester Police Department Support Staff members may apply during this time period.
2. Such posting shall allow any member of the bargaining unit the opportunity to advise the Chief of Police that he/she is interested in the available position(s).
3. The process will involve an interview for the posted position.
4. The review of applicant's evaluations, sick leave, job performance, attendance, qualifications and other key information, including, but not limited to, education and experience about said applicants will be considered for filling job vacancies.
5. Interview of employee's immediate supervisor or a note of said supervisor's assessment of the member's suitability for position being sought.
6. Report completed on member applicant by the respective designee and submitted to the Chief of Police.
7. The Chief of Police is to review the report and make a determination to fill the vacancy with the most qualified PDSS candidate for the position; however the Chief of Police retains the right to forego any and all PDSS applicants and open the job posting of the agency, which will be done through Human Resource.

8. In the event that the Chief of Police makes the determination that there are one or more qualified PDSS candidates for the position(s), but would like to seek additional candidates in an external search then the following procedure will be followed:

1. The PDSS candidates that are being considered for the position and those who are no longer being considered shall be notified prior to the external posting.
2. The external posting process will proceed with the assistance of the Human Resources Department.

9. The final decision to award the qualifying candidate and the selection of personnel thereto shall rest with the Chief of Police.

**23.9 INFORMATION SUPPORT SPECIALISTS CALLBACK PAY**

If the department deems it necessary to request assistance from the information Support Specialists for computer or other related matters, and they need to be called during off-duty hours, the following will apply.

1. Opportunities for the overtime/call back will be made on a rotating basis.
2. If the problem can be solved over the phone, by e-mail, or by remote computer access then a two (2) hour minimum will be paid.
3. If the problem requires the employee to come in to the station; a three (3) hours minimum will be paid. If the employee is cancelled while in route to the state the three (3) hours minimum will be paid

**23.10** Effective July 1, 2017 three additional slots for payroll deductions will be provided to the CBA for Aflac and other lawful deductions.

**ARTICLE 24**

**RULES AND REGULATIONS**

**24.1** The rules and regulations of the Manchester, New Hampshire Police Department which are now in effect or as may be amended by the Police Commission shall be the prime governing factor in the conduct and actions of all Bargaining Unit members and every such member shall be thoroughly conversant with them.

**ARTICLE 25**

**NO STRIKE CLAUSE**

**25.1** 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.

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

**25.3** 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 26**

**EDUCATION INCENTIVE REIMBURSEMENT POLICY**

**26.1** Effective July 1, 2004, 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 be maximum of \$1,200.00 per calendar 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.

Effective on July 1, 2005, the maximum reimbursement amount shall be increased to \$1,300.00.

**26.2** Courses must be approved in advance by the Department Head concerned as meeting the requirement that such courses is related to the employee's job or is part of a career development program. Approval must be obtained through the Human Resources Department for payment for the course in accordance with the established procedure.

**26.3** 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 \$3,750.00 during any calendar year. Effective on the date of ratification of this agreement the total amount shall be increased to \$4,500.00. Effective July 1, 2003 the total amount shall be increased to \$6,000.

**ARTICLE 27**  
**LIFE INSURANCE**

**27.1** 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.2.

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

ARTICLE 28

CONTRACTING AND SUBCONTRACTING OUT

28.1 The City recognizes the concern of the Union in regard to contracting or subcontracting work which results in a reduction of the work force.

28.2 If the City or the Department changes its method of operations which involves contracting out work which is now being performed by bargaining unit employees, the City will make every effort to absorb affected employees into other City positions. In those cases where employees are not absorbed into other City positions, the City and/or Department will provide as much advance notice of pending lay-offs as reasonably possible.

ARTICLE 29  
DURATION

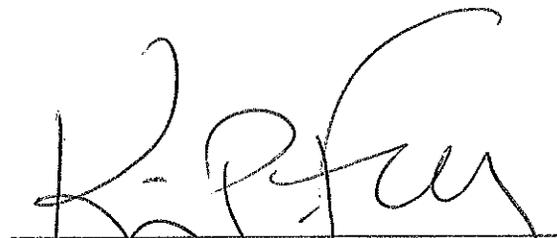
29.1 Upon ratification by the respective parties, this Agreement shall be in effect from July 01, 2019 through June 30, 2022, with effective dates for specific provisions as stated in the various Articles.

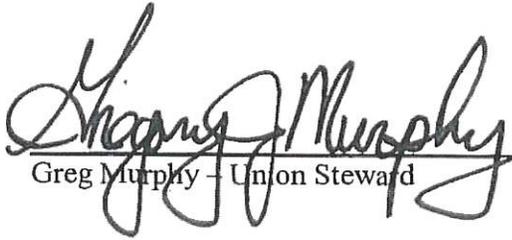
It is further agreed and understood by the parties hereto that no later than December 1, 2021, either party may notify the other party of its desire and intention to terminate the contract upon the expiration date or if either party wishes to continue the contract in effect after the termination date, but wishes to amend any Article or part of the contract, then such party shall notify the other party no later than December 1, 2021 of its intent to modify the contract; and, further shall indicate which Articles or portions of the contract it desires to modify through negotiations. The contract is hereby agreed to by the parties concerned as certified to by their signatures

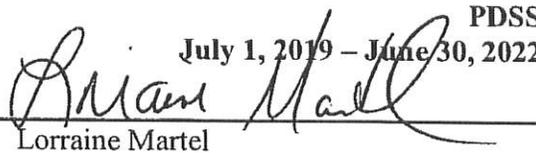
affixed below:

For the Union/Teamsters Local No. 633 of NH

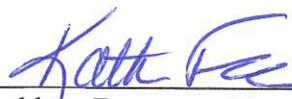
  
Jeffrey Padellato – Secretary/Treasurer

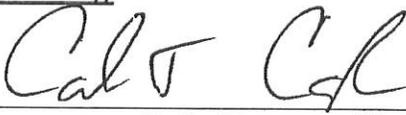
  
Kevin P Foley – Business Agent

  
Greg Murphy – Union Steward

PDSS  
July 1, 2019 – June 30, 2022  
  
Lorraine Martel

For the City of Manchester Police Department Support Staff

  
Kathleen Ferguson , Human Resource Director

  
Carlo Capano – Chief of Police

Date Signed: \_\_\_\_\_

Date Approved by the Board of Mayor and Aldermen

**Appendix A**

**Qualifications for Achievement Step**

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

Upon ratification of the contract members need to obtain their criteria prospectively with the exception being formal education (to include Certificate Programs as outlined in the CBA (Appendix A). Post-Secondary Education (degrees/Certificate Programs) will carry forward through their positions as outlined in Appendix A.

**Program Specialist** who attains a Bachelor’s Degree and one of the following:

- plus one-third credit hours needed to achieve a Master’s Degree in Public Administration, Business Administration, Criminal Justice, or a closely related field;

- or completion of an advanced course in Microsoft Access Database or other database specific to crime analysis;
- or completion of six courses appropriate to assigned duties, including courses in Crime Analysis and Crime Analysis Application.

**Evidence Specialist who:**

- completes a Certificate Program\* in Criminal Justice or a closely related field;
- or completes six courses, six workshops or six seminars appropriate to assigned duties.

**Police Services Specialist who:**

- completes a Certificate Program\* in Criminal Justice or a closely related field;
- or completion of six courses, workshops or seminars appropriate to assigned duties.

**Emergency Services Dispatcher (Police) who:**

- completes a Certificate Program\* in Criminal Justice, Telecommunications or a closely related field;
- completion of six courses, six workshops or six seminars appropriate to assigned duties.

**Police Records Specialist I who:**

- completes a Certificate Program\* in Criminal Justice, Records Management or a closely related field;
- completion of specialized training in Customer Service and/or Public Relations or completion of six courses, workshops or seminars appropriate to assigned duties.

**Police Records Specialist II who:**

- completes a Certificate Program\* in Criminal Justice, Records Management or a closely related field;

- or completes specialized training in Customer Justice, Records management or a closely related field;
- or completes specialized training in Customer Service and/or Public Relations as well as Leadership and Supervisory Training;
- or completes six courses, six workshops or six seminars appropriate to assigned duties.

**Equipment Mechanic I** who:

- attains ASE Certification in a least two areas related to automotive repair;
- or completion of six courses appropriate to assigned duties.

**Custodian** who:

- completes a pre-approved Certified Program\*
- or completes (pre-approved) six courses, six workshops or six seminars appropriate to assigned duties.

**Information Support Specialist** who:

- attains a Bachelor's Degree in Computer Science plus one-third credit hours needed to achieve a Master's Degree in Computer Science, Business Administration or a closely related field;
- or having attained at least two of the following: Certified Network Administrator, A+ Certification, Certification in AIX;
- or completion of an advanced course in Microsoft Access Database and completion of four courses appropriate to assigned duties.

**Accounting Specialist I** who:

- completes a Certificate Program\* in Business Administration, Accounting or related field
- or Advanced training courses in Microsoft Excel and/or Access Database

- or completion of six courses, six workshops or six seminars appropriate to assigned duties.

**Accounting Specialist II** who:

- completes a Certificate Program\* in Business Administration, Accounting or a related field
- or Advanced training courses in Microsoft Excel and/or Access Database
- or completion of six courses, workshops or seminars appropriate to assigned duties.

**Payroll Coordinator** who:

- attains an Associate's Degree in Business or Accounting plus one-third credit hours needed to achieve a Bachelor's Degree in Business, Accounting or related field
- or Advanced training courses in Microsoft Excel and/or Accounting or related field
- completion of six courses, workshops or seminars appropriate to assigned duties.
- Or American Payroll Association certification program and the Council on Benefits Administration certification.

**Administrative Assistant I** who:

- Completes a Certificate Program\* in Business Administration or a closely related field
- or completion of six courses, workshops or seminars appropriate to assigned duties.

**Administrative Assistant II** who:

- completes a Certificate Program\* in Business Administration or closely related field
- or completion of six courses, workshops or seminars appropriate to assigned duties.

\*Certificate Program shall mean a recognized Certificate issued by a bona fide institution of higher learning, i.e., Hesser College, NH College, which includes at least six college level courses comprised of at least three (3) credits each.

[NOTE] The following paragraph shall apply only to bargaining unit members who are hired after the date of ratification of this Agreement:

Achievement Pay Standards for each class of positions are grouped into three different kinds of categories:

1. Qualifying Additional Formal Education;
2. Qualifying Additional Specialized Training; and
3. Qualifying Additional Skills.

In order for an employee to advance into an Achievement Pay Grade, the employee must successfully complete the required items within two (2) of the three (3) categories. One completed category of required items may suffice to achieve an A-STEP provided the required items are proposed by the employee and/or bargaining unit representative and approved by the department head. All employees shall be provided an equal opportunity to pursue completion of Achievement Pay Standards appropriate to their assigned duties and responsibilities.

In the spirit of achieving said goal the Union and the Chief may meet to discuss and agree to new positions being added to the program and the criteria necessary to meet the “A Step” consistent with the language and criteria presently contained within the CBA.

Specifically the Crime Analyst, Victim Witness Advocate and the Accreditation Manager positions are not described in the “A Step” language as they are new positions added to Bargaining Unit.

## **Appendix B**

### **Employee Development Appeals Process**

Only employees who are denied a merit step increase on their anniversary date of position due to a sub-standard performance evaluation may file an appeal. All appeals shall be initially filed with the employee’s department head. Any employee 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 a 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-grievable. 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. In order for an employee to advance into an Achievement Pay Grade, the employee must successfully complete the required items within two (2) of the three (3) categories. One completed category of required items may suffice to achieve an A-Step provided the required items are proposed by the employee and/or the bargaining unit representative and approved by the Department Head. All employees shall be provided an equal opportunity to pursue completion of Achievement Pay Standards appropriate to their assigned duties and responsibilities. In the spirit of achieving said goal the Union and the Chief may meet to discuss and agree to new positions being added to the program and the criteria necessary to

meet the “A-Step”, consistent with the language and criteria presently contained within the current CBA.



# PPO National HDHP with HSA Plan Year

City of Manchester 7/1/17 SIS258PN10 (core SISA258PN0) Version 5/1/15

The PPO with HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way.

## Your PPO with HSA Plan

**First - Use your HSA to pay for covered services:**

### Health Savings Account

With a Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

### Contributions to Your HSA

The annual contribution maximum set by the U.S. Treasury and IRS:

#### 2018

\$3,400 individual coverage

\$6,900 family coverage

Note: Rollover funds are not subject to these limits.

**Plus - To help you stay healthy, use:**

### Preventive Care

100% coverage for nationally recommended services.

### Preventive Care

No out-of-pocket costs for you as long as you receive your preventive care from a network provider. If you choose to go to an out-of-network provider, your deductible or traditional health coverage benefits will apply.

**Then -**

### Your Deductible

The deductible is the amount you pay – using your HSA dollars or out of your pocket – before you reach the traditional health coverage portion of the plan.

### Annual Deductible Responsibility

\$2,000 individual coverage

\$4,000 family coverage\*

\* This plan includes a family deductible, which means that the medical expenses of all family members count toward the deductible. Once the full deductible has been satisfied, all family members are covered under the Traditional Health Coverage portion of the plan.

**If needed -**

### Traditional Health Coverage

Similar to a PPO, once the deductible has been met, you pay coinsurance (a percentage of the provider's charges) when visiting an out-of-network provider. When visiting network providers, you and your family members are covered at 100% once your deductible and coinsurance have been satisfied.

### Traditional Health Coverage

After your deductible, the plan pays:

100% for network providers

70% for out-of-network providers

After your deductible, your coinsurance responsibility is:

0% for network providers

30% for out-of-network providers

### Additional protection:

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

### Annual Out-of-Pocket Maximum

Network Providers

\$2,000 individual coverage

\$4,000 family coverage

Out-of-Network Providers

\$4,000 individual coverage

\$8,000 family coverage

Your annual out-of-pocket maximum consists of your annual deductible responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896

**Tools and Personalized Services**

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

1. **Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. 24/7 phone access to a nurse coach you can talk to about your pregnancy. A book that shows changes you can expect for you and your baby over the next nine months. Useful tools to help you, your doctor and your Future Moms coach track your pregnancy and spot possible risks.
2. **Online Wellness Toolkit:** On-line program which allows you to take your Well Being Assessment and create a plan based on the results of that assessment. You will also gain access to wellness resources including videos, articles, healthy recipes and more.
3. **Condition Care:** Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Program provides you with the tools to take charge of your health. You will also get 24/7 phone access to a nurse case manager. Health review and follow up calls if you need them. Tips on prevention and lifestyle changes to help you improve your quality of life.

**Summary of Covered Services**

**Preventive Care**

Anthem's PPO with HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to help prevent avoidable premature injury, illness and death.

All preventive services received from a network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply. If you receive any of these services for diagnostic purposes --- for example, a colonoscopy when symptoms are present --- the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered

**Child Preventive Care**

- Office Visits for preventive services
- Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam and Pap test for females who are age 18, or have been sexually active.
- Immunizations:
  - Hepatitis A
  - Hepatitis B
  - Diphtheria, Tetanus, Pertussis (DtaP)
  - Varicella (chicken pox)
  - Influenza -- flu shot
  - Pneumococcal Conjugate (pneumonia)
  - Human Papilloma Virus (HPV) -- cervical cancer
  - H. Influenza type b
  - Polio
  - Measles, Mumps Rubella (MMR)

**Adult Preventive Care**

- Office Visits for preventive services
- Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams and Pap test
- Immunizations:
  - Hepatitis A
  - Hepatitis B
  - Diphtheria, Tetanus, Pertussis (DtaP)
  - Varicella (chicken pox)
  - Influenza -- flu shot
  - Pneumococcal Conjugate (pneumonia)
  - Human Papilloma Virus (HPV) -- cervical cancer



## Summary of Covered Services (Continued)

### Medical Care

Anthem's PPO with HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's PPO with HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services  
(network coinsurance applies to both network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home Health Care and Hospice Care
- Physical, Speech, and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.\* With Anthem's PPO with HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home health care services are limited to 100 visits per member per calendar year.
- Durable Medical Equipment: unlimited per member per contract year.
- Chiropractic Visits: Limited to 20 visits per member per contract year.
- Physical Therapy, Occupational Therapy, and Speech Therapy, up to a combined maximum of 60 visits per member per contract year.
- Nutritional Counseling: Unlimited visits per member per contract year (in-network benefit only).
- Inpatient hospitalizations require authorizations
- Routine Vision: Limited to one per member per calendar year
- Vision Hardware (per member every 2 plan years) \$100 maximum reimbursement for frames and lenses.

Your PPO HSA plan includes a lifetime maximum of unlimited.

Specific state mandates regarding limitations may apply.

\*For a complete list of exclusions and limitations, please refer to your Certificate of Coverage.



# PPO National HDHP with HSA

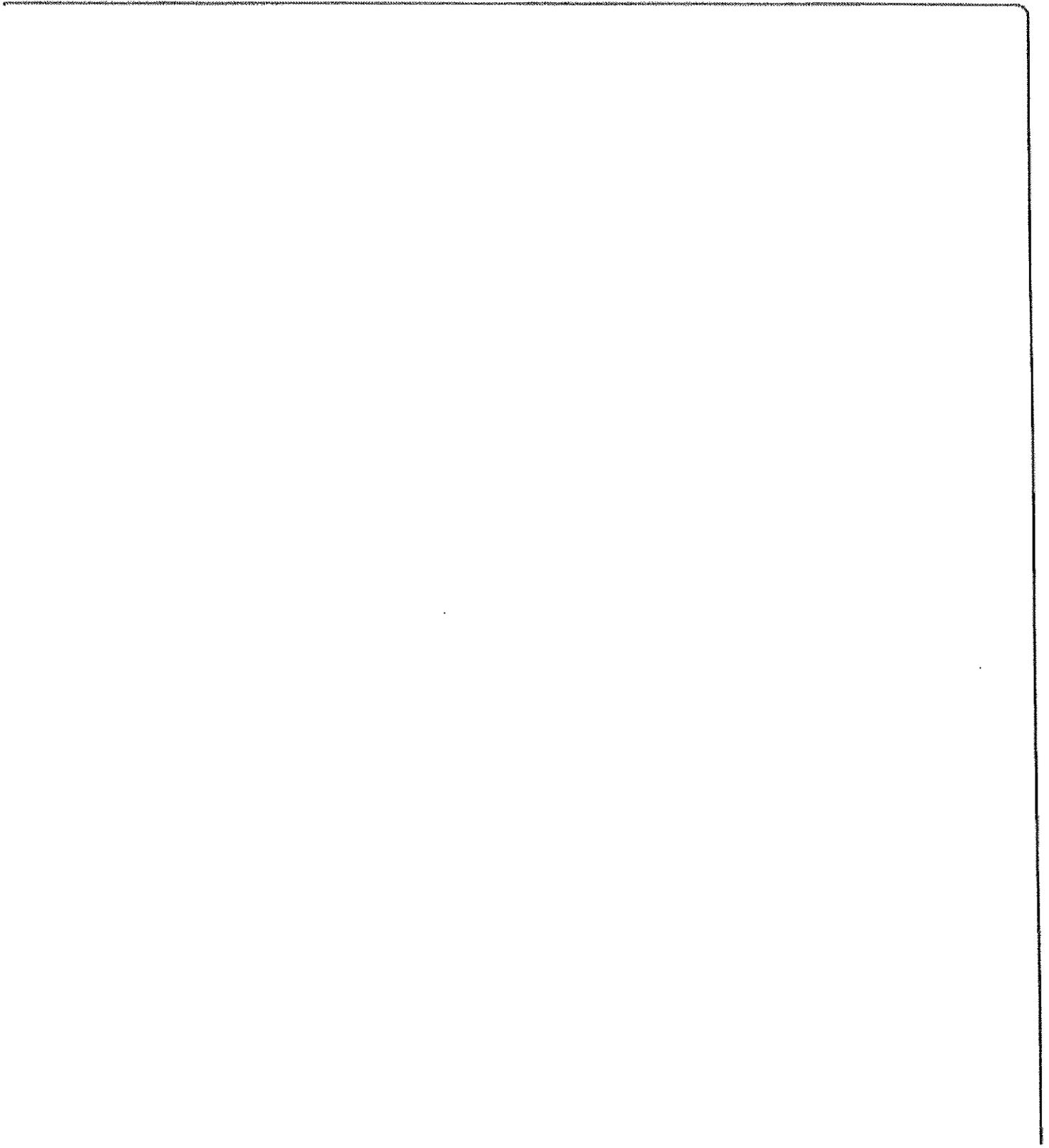
City of Manchester 7/1/17 SIS258PN10 (core SISA258PN0) Version 5/1/15



Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail. This summary is for a full year in the PPO plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.

The information included does not constitute legal, tax, or benefit plan design advice. Anthem strongly encourages consultation with a tax advisor before establishing a Health Savings Account. Any Health Savings Account will be established between the individual account holder and the HSA custodian or trustee. Anthem is responsible for the administration of the health plan, and the custodian is responsible for the administration of the HSA.



## HMO Site of Service \$250 Summary of Benefits – Plan Year

*This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full.*

Service Received	Your Share of the Cost
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>• Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears</li> <li>• Routine physical exam for babies, children and adults including family planning visits</li> <li>• Routine hearing exam</li> <li>• Routine vision exam <i>(one exam per member per calendar year)</i></li> </ul>	Covered in full
<b>Other Outpatient Care</b> <ul style="list-style-type: none"> <li>• Medical exam, injections (including allergy injections), office surgery and anesthesia</li> <li>• Early Childhood Intervention therapy services for children up to age 3</li> </ul>	\$20 per visit to your PCP \$20 per visit to any Specialist
<ul style="list-style-type: none"> <li>• Diagnostic lab services at participating SOS facilities</li> <li>• Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at participating SOS facilities</li> <li>• High Cost diagnostic imaging such as MRI/CT Scans at participating SOS facilities</li> <li>• Outpatient surgery at Ambulatory Surgical Center at participating SOS facilities</li> <li>• Short term rehabilitative therapy- <i>physical, occupational, or speech (up to 60 visits, any combination, per member, per plan year)</i></li> </ul>	Covered in full  Covered in full  Covered in full  Covered in full  Covered in full
<ul style="list-style-type: none"> <li>• Surgery at non-participating hospital outpatient department or ambulatory surgery center</li> <li>• High cost diagnostic imaging such as MRI/CT Scans at non-participating SOS facilities or hospitals</li> <li>• Diagnostic Lab services at non-participating facility or hospitals</li> <li>• Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-participating SOS facility or hospitals</li> </ul>	\$250 copay  \$250 copay  \$50 copay  \$125 copay
<b>Inpatient Care</b> <i>(as a bed patient in an acute care hospital)</i> <ul style="list-style-type: none"> <li>• Semi-private room and board</li> <li>• Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy</li> </ul>	\$250 per member / \$500 per family per plan year deductible
<b>Skilled Nursing Facility and Rehabilitation Facility Care</b> <i>(limited to 100 combined days in a skilled nursing facility or rehabilitation facility per member, per calendar year)</i>	\$250 per member / \$500 per family per plan year deductible

<b>Durable Medical Equipment (DME)</b> <i>Unlimited</i> \$200 deductible for external prosthetics	Covered in full
<b>Other Services</b> <ul style="list-style-type: none"> <li>OB/GYN care (<i>performed by an OB GYN provider</i>) <ul style="list-style-type: none"> <li>Exam</li> <li>Maternity care (routine prenatal, delivery and postpartum)</li> </ul> </li> <li>Chiropractic visit (<i>20 visits per member per plan year</i>)</li> </ul>	\$20 per visit \$250 Deductible \$20 per visit
<b>Emergency Room or Urgent Care Center Visit</b> <ul style="list-style-type: none"> <li>ER facility charge (<i>copayment waived if admitted</i>)</li> <li>Urgent Care facility charge</li> <li>ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc.</li> </ul>	\$150 per visit \$75 per visit Covered in full
<b>Ambulance</b> ( <i>medically necessary emergency transport only</i> )	Covered in full
<b>Service Received</b>	
<b>Your Share of the Cost</b>	
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Mental Health and Substance Abuse</b> <ul style="list-style-type: none"> <li>Outpatient services <ul style="list-style-type: none"> <li>Visit/consultation</li> </ul> </li> <li>Inpatient services <ul style="list-style-type: none"> <li>Semi-private room &amp; board</li> <li>Physician visit</li> </ul> </li> </ul>	\$20 copayment per visit  \$250 per member / \$500 per family per plan year deductible
<b>Maximum for Services Subject to \$250 Deductible</b>	
Individual Family	\$250 per member per plan year \$500 per family per plan year
<b>Out of Pocket Limitations</b>	
<b>Medical Out-of-Pocket Limitation</b> The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year

## Prescription Drugs

Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy

- Copayment applies to each fill, up to a 30-day supply for retail
- Includes maintenance drugs at a retail or mail order pharmacy
- Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days.
- Important notes:
  - If you choose to buy a brand drug, you pay the brand copay

Refer to your prescription drug program flyer for details.

### Retail (30 day supply):

\$10 copay / tier 1  
\$30 copay / tier 2  
\$50 copay / tier 3

90 day supply at retail for 3 copayments

### Mail Order (90 day supply):

\$20 copay / tier 1  
\$60 copay / tier 2  
\$100 copay / tier 3

## Other

Fitness Club Reimbursement

\$200 maximum reimbursement (limited to one member per enrolled household per plan year)

Vision Hardware  
(per member per plan year)

### Lenses (Maximum Reimbursement Amount)

\$20 Single  
\$30 Bifocal  
\$40 Trifocal  
\$75 Lenticular  
\$75 Contacts

### Frames (Maximum Reimbursement Amount)

\$30 Frame

## Exclusions and Limitations

The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.

### Services Not Covered

• Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the subscriber certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids, eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthognathic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sterilization reversal

Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:

• Injuries which are the responsibility of other parties • Services for which another insurance carrier or Medicare is primary • Services related to illegal conduct

### This is only a brief summary of your coverage.

This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122.

† Access Blue New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan

## 1,250 HMO Summary of Benefits – Plan Year

*This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full.*

Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears</li> <li>Routine physical exam for babies, children and adults including family planning visits</li> <li>Routine hearing exam</li> <li>Routine vision exam (one exam per member per calendar year)</li> </ul>	Covered in full
<b>Other Outpatient Care</b> <ul style="list-style-type: none"> <li>Medical exam, injections (including allergy injections), office surgery and anesthesia</li> <li>Early Childhood Intervention therapy services for children up to age 3</li> </ul>	\$30 per visit to your PCP \$50 per visit to any Specialist
<ul style="list-style-type: none"> <li>Lab, X-ray and ultrasound</li> <li>Short term rehabilitative therapy- physical, occupational, or speech (up to 60 visits, any combination, per member, per plan year)</li> <li>CT scan, MRI, PET Scan, MRA, outpatient facility fees</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Surgery in hospital outpatient department or ambulatory surgery center</li> </ul>	\$1,250 deductible per person
<b>Inpatient Care (as a bed patient in an acute care hospital)</b> <ul style="list-style-type: none"> <li>Semi-private room and board</li> </ul>	\$1,250 deductible per person
<ul style="list-style-type: none"> <li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy</li> </ul>	Covered in full
<b>Skilled Nursing Facility and Rehabilitation Facility Care</b> (limited to 100 combined days in a skilled nursing facility or rehabilitation facility per member, per calendar year)	\$1,250 deductible per person
<b>Durable Medical Equipment (DME)</b> Unlimited \$200 deductible for external prosthetics	Covered in full
<b>Other Services</b> <ul style="list-style-type: none"> <li>OB/GYN care (performed by an OB/GYN provider)                             <ul style="list-style-type: none"> <li>Exam</li> <li>Maternity care (routine prenatal, delivery and postpartum)</li> </ul> </li> <li>Chiropractic visit (20 visits per member per plan year)</li> <li>Chiropractic X-ray</li> </ul>	\$30 per visit \$1,250 deductible per person \$50 per visit Covered in full
<b>Emergency Room or Urgent Care Center Visit</b> <ul style="list-style-type: none"> <li>ER facility charge (copayment waived if admitted)</li> <li>Urgent Care facility charge</li> <li>ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc.</li> </ul>	\$150 per visit \$75 per visit Covered in full
<b>Ambulance (medically necessary emergency transport only)</b>	Covered in full

† Access Blue New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan

Service Received	Your Share of the Cost
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Mental Health and Substance Abuse</b> <ul style="list-style-type: none"> <li>• Outpatient services <ul style="list-style-type: none"> <li>- Visit/consultation</li> </ul> </li> </ul>	\$30 copayment per visit
<ul style="list-style-type: none"> <li>• Inpatient services <ul style="list-style-type: none"> <li>- Semi-private room &amp; board</li> <li>- Physician visit</li> </ul> </li> </ul>	\$1,250 deductible per person Covered in full
<b>Maximum for Services Subject to \$1,250 Deductible</b>	
<b>Individual Maximum</b> <b>Family Maximum</b>	<b>\$1,250 per member per plan year</b> <b>\$2,500 per family per plan year</b>
<b>Out-of-Pocket Limitations</b>	
<b>Medical Out-of-Pocket Limitation</b> The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year
<b>Prescription Drugs</b>	
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy <ul style="list-style-type: none"> <li>• Copayment applies to each fill, up to a 30-day supply for retail</li> <li>• Includes maintenance drugs at a retail or mail order pharmacy</li> <li>• Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days.</li> <li>• Important notes: <ul style="list-style-type: none"> <li>- If you choose to buy a brand drug, you pay the brand copay</li> </ul> </li> </ul> Refer to your prescription drug program flyer for details.	<b>Retail (30 day supply):</b> \$10 copay / tier 1 \$30 copay / tier 2 \$50 copay / tier 3  90 day supply at retail for 3 copayments  <b>Mail Order (90 day supply):</b> \$20 copay / tier 1 \$60 copay / tier 2 \$100 copay / tier 3
<b>Other</b>	
<b>Fitness Club Reimbursement</b>   <b>Vision Hardware</b> (per member per plan year)	<b>\$200 maximum reimbursement (limited to one member per enrolled household per plan year)</b>  <b>Lenses (Maximum Reimbursement Amount)</b> \$20 Single \$30 Bifocal \$40 Trifocal \$75 Lenticular \$75 Contacts  <b>Frames (Maximum Reimbursement Amount)</b> \$30 Frame

### Exclusions and Limitations

The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.

#### Services Not Covered

• Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/Medicines • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the subscriber certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids, eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthognathic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sterilization reversal

Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:

• Injuries which are the responsibility of other parties • Services for which another insurance carrier or Medicare is primary • Services related to illegal conduct

**This is only a brief summary of your coverage.**

This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122.