AGREEMENT

BETWEEN THE

CITY OF MANCHESTER, N.H.

AND THE

POLICE DEPARTMENT SUPPORT STAFF

TEAMSTERS LOCAL 633 OF N.H.

July 1, 2015-June 30, 2016

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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, hereinafter called the "Department" in the classifications of: 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, 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 previsions 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 or 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 of 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 STEWARDS 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 reaffirms 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 connection 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 for 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 (20th) 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.

5.5 Effective January 1, 2008, bargaining unit members of the Manchester Police Department who are not members of the union shall be required to pay agency fees, in lieu of Union dues, to the Union.

The Union will notify the City in writing regarding the implementation of this clause and the formula used to compute the agency fee will be attached to this document as Appendix C.

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

ARTICLE 6 GRIEVANCE PROCEDURE (CONTINUED)

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.

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

6.11 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.

ARTICLE 6 GRIEVANCE PROCEDURE (CONTINUED)

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.

6.12 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 WORK

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 1/2 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 1/2 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 a 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 eight (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 1st shift change after January 1, 2000 relief assignments for bargaining unit members assigned to rotating

ARTICLE 7 HOURS OF WORK (CONTINUED)

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 be 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 seven percent (7%) 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.

ARTICLE 7 HOURS OF WORK (CONTINUED)

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 1/2) 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 eight (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 reliefs 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 decisions 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	Labor Day
Civil Rights Day *	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Election Day
Independence Day	Thanksgiving Day
Christmas 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 week 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 fifteen (15) years of continuous service.

(d) Accrual rate for five (5) 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

ARTICLE 10 VACATION (CONTINUED)

this/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 five (25) days of vacation per year shall have no more than fifty (50) days earned vacation to his/her credit at any time.

ARTICLE 11

SALARIES

11.1 Effective July 1, 2016, the Salary Schedules shall be increased by zero percent (0.0%)

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 Outstanding performance evaluation bonus payments will cease, effective on date of ratification.

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 5-10-15-20-25-30-35-40 and 45 years of service.

12.2 An increase of three-percent (3%) will take effect on the employee's 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 1/4) 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.

ARTICLE 14 SICK LEAVE ADMINISTRATION (CONTINUED)

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 meetings 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 thereinafter. Application for membership shall be made on a form provided by the Committee.

ARTICLE 14 SICK LEAVE MEMBERSHIP (CONTINUED)

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 days 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 one year of service with the department, shall have not 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, refereed 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

ARTICLE 14 SICK LEAVE MEMBERSHIP (CONTINUED)

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 31st of the current calendar year and automatically for each calendar year thereafter unless the employee shall withdraw from membership prior to December 31st of any calendar year. Withdrawal shall be in writing, duly signed and dated and submitted to the Administrative Committee prior to December 31st. No benefits shall accrue to the withdrawn

ARTICLE 14 BANK STABILITY & LIMITATIONS (CONTINUED)

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 31st of any calendar year. 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 of 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) years of service a bargaining unit member may receive payment in lieu of personal leave to a maximum of three (3) days in any one calendar year. At twenty five (25) years of service a bargaining unit member may receive payment in lieu of taking personal leave to a maximum of four (4) in any one calendar year.

D. 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 take 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 purpose 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 The City will provide for the cleaning, maintenance and repair of such uniforms at a vendor of the City's choosing, but not to exceed $225 per affected employee per year.

Effective on July 1, 2008, 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 1/2) his/her regular hourly rate for time in court with a minimum of three (3) hours at time and one-half (1 1/2) 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

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.

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:

ARTICLE 19 SENIORITY (CONTINUED)

(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 probationer 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 receipt 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;

ARTICLE 19 SENIORITY (CONTINUED)

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

Health Insurance: Anthem HMO/POS

A. 2013 – 2014 82.5% Employer 17.5% Employee Premium Cost Share
2014 – 2015 82.5% Employer 17.5% Employee Premium Cost Share

Blue Choice New England POS Plan and Access Blue New England HMO Plan:

▪ Office Visit	$20.00
▪ Specialist Visit	$20.00
▪ Chiropractic	$20.00
▪ Emergency Room	$150.00
▪ Inpatient Care, Outpatient Surgery Skilled Nursing or Rehab	$100/$200 Co-Pay (Single/2 person & family)
▪ Prescriptions (Retail)	$10/$30/$50
▪ Prescriptions (Mail in 90 days)	$20/$60/$100

B. HSA Plan with $2000/$4000 deductible (single/2 person & family) with City reimbursing $1500/$3000 (single/2 person & family). 85% Employer/15% Employee premium cost share.

C. Employees hired after October 15, 2013:

80% Employer 20% Employee Premium Cost Share

Same as plan in bullet A except for:
Inpatient Care, Outpatient Surgery, Skilled Nursing or Rehab $250/$500 co-pay (single/2 person & family) on HSA Plan.

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 eight-five (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 (5%) 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.

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 Department, the Manchester Association of Police Supervisors and the Teamsters and two members appointed by the MPPA.

22.2 The MPPA, MAPS, and Teamster 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 exercises 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

ARTICLE 23 MISCELLANEOUS (CONTINUED)

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 corrected 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 positions 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 vacations.

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 forgo any and all PDSS applicants and open the job posting of the agency, which will be done through Human Resource.

8. The Chief of Police shall seek to fill all PDSS vacancies with current members, prior to electing to seek external candidates.

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 Specialist 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) hour minimum will be paid. If the employee is cancelled while in route to the station the three (3) hour minimum will be paid.

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 course 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

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 and/or Department will give notice to the Union of its intention. Furthermore, 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

30.1 Upon ratification by the respective parties, this Agreement shall be in effect from July 01, 2015 through June 30, 2016, 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, 2015, 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, 2015 of its intent to modify the contract; and, further, shall indicate which Articles or portions of the contract it desires to modify through negotiations.

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

For the Union/Teamsters Local No. 633 of NH

Jeffery Padellaro – Secretary/Treasurer

Kevin P. Foley – Business Agent

Greg Murphy – Shop Steward

Hugh Mallett

Rich Bourgeois

Date Signed: _____

For the City of Manchester/Police Department Support Staff

Bill Saunders – Finance Director

Nick Willard – Chief of Police

Date Signed: 5-15-18

Date Approved by the Board of Mayor and Aldermen _____

ARTICLE 31 – ME TOO CLAUSE

The City of Manchester shall provide the Manchester Police Support Staff/Teamsters Local 633 represented employees with greater economic benefits as provided to the other bargaining units within the City of Manchester, this specially means in terms of any greater benefit negotiated in retirement incentives, wages, and/or healthcare for the duration of this agreement.

Appendix A

Qualifications for Achievement Steps

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.

Qualifications for Achievement Steps (continued)

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 a 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 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 at 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.

Qualifications for Achievement Steps (continued)

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 or <u>six</u> courses, workshops or seminars appropriate to assigned duties.

Payroll Coordinator who:

- attains an Associates 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 Access Database
- completion of six courses, workshops or seminars appropriate to assigned duties.

Qualifications for Achievement Steps (continued)

- 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 a 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 approve by the department head and the Human Resources Director. All employees shall be provided equal

Qualifications for Achievement Steps (continued)

opportunity to pursue completion of Achievement Pay Standards appropriate to their assigned duties and responsibilities.

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 at least one year off after serving two terms before being allowed to serve on the committee again. Alternates shall have no term limitations.

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

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

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

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

Appendix C

Agency Fee Calculation

Dues for union members are calculated by using 2.25 hours of the average wage of bargaining unit members plus $5.00. This amount is the monthly fee which is multiplied by twelve months and divided by 52 weeks.

The Teamsters calculates the agency fee based on the information provided below:

If you choose to pay the agency fee only and not join the union, you are charged a fair share portion of the dues which is based on a percentage of the dues based on Chargeable Activities which includes representational activities and union administration.

The agency fee represents 82.64% of the dues paid by paying union members.

The amount of the agency fee does not include costs for Non-Chargeable Activities:

Political Activities and Lobbying
Contributions, Gifts and Grants
Supplies for resale
Loss on Disposal of FA
Depreciation-Rental

Non-Chargeable Activities currently represent 17.36% of the dues paid by union members and this is not charged in the agency fee.

There is also a one time $100.00 initiation fee imposed on all new members and those who wish to pay the agency fee are charged $82.64, which is 82.64% of the fee. This amount can be paid in full or by payroll deduction at a minimum of $10.00 weekly.

All of these calculations are reviewed annually by Teamsters Accountants and presented to the Executive Board of Review. All fees are subject to change annually.

***The current figures are effective on January 1, 2008 and are subject to change.**