

**Collective Bargaining Agreement
Between
The City of Manchester, NH
And
The Manchester Professional
Fire Fighters Association
International Association of Fire Fighters,
Local 856**

**For the Period Covering
July 1, 2022 - June 30, 2025**

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The City of Manchester (hereinafter referred to as the "City") and the Manchester Professional Firefighters Association, Local 856, International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the "Association") agree as follows:

ARTICLE 1: GENERAL

1.1 The purpose of this agreement is to increase general efficiency in the Manchester Fire Department (hereinafter referred to as the "Department"), to maintain harmonious relationships between the Department and its employees and to promote the morale, welfare, rights and well-being of the employees of the Department. All provisions of this agreement are to be construed so as to effectuate these purposes.

ARTICLE 2: RECOGNITION

2.1 The City hereby recognizes the Association as the exclusive representative and sole bargaining agent, for the purpose of collective negotiations, for all regular Fire Department employees with the classifications of Firefighter, Fire Lieutenant, Fire Captain, Emergency Services Dispatcher (Fire), Emergency Communications Supervisor (Fire), Electronic Systems Technician I and II, Fire Prevention Inspector I and II, EMS Training Officer, Fire Training Officer, Equipment Mechanic II and excluding all other Fire Department employees and personnel.

2.2 It is specifically agreed by the parties hereto that this agreement shall apply only to such regular Fire Department employees who are within the classifications of Firefighter, Fire Lieutenant, Fire Captain, Emergency Services Dispatcher (Fire), Emergency Communications Supervisor (Fire), Electronic Systems Technician I and II, Fire Prevention Inspector I and II, EMS Training Officer, Fire Training Officer, and Equipment Mechanic II.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 Except as otherwise specifically provided herein, the management of the Fire Department in all its phases and details shall remain vested exclusively in the Department. The Department shall have all jurisdiction over all matters concerning the management of the Department, including, but not limited to: the direction of the work force, the establishment of proper rules and regulations, the right to hire, suspend, discipline or discharge for proper cause, relieving employees from duty for lack of work or funds, the right to decide job qualifications under the City Classification and Compensation Plan, the right to abolish positions, the right to determine schedules of work, the right to determine the methods, processes and manner of performing work and the general control of all of the operations of the Fire Department. It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically herein enumerated.

3.2 The Department, in exercising these functions, will not discriminate against any employee because of his or her membership in the Association.

3.3 The right of any public agency or private individual(s) or business(es), other than the Manchester Fire Department, to contract for work of the nature ordinarily performed by the Manchester Fire Department, shall not be affected by this agreement.

3.4 The Department shall give consideration to, but shall not be bound by the recommendations of the Insurance Service Organization as to standards in determining the number and types of equipment and the personnel requirements necessary to effectively operate the Department.

3.5 The Department and the Association agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, sexual orientation, age or physical handicap, except where age or physical conditions are bona fide qualifications for employment.

ARTICLE 4: RIGHTS AND DUTIES OF ASSOCIATION MEMBERSHIP

4.1 The Department agrees that there shall be no discrimination, interference, restraint or coercion against any employee because of membership in the Association, or because of presenting a grievance, or against any employee who may represent others in the discharge of his/her duties as a member of any committee of the Association.

4.2 The Association agrees for itself and its members to perform loyal and efficient work and service, and to use its best efforts to promote and advance the interest of the Fire Department.

4.3 The Association agrees that it will not interfere with the rights of any or all non-members employed by the Fire Department.

ARTICLE 5: DUES DEDUCTION

5.1 Upon individually written authorization by the Association member and approved by the Association President, the City agrees to deduct from the pay of each Association member so authorized the current Association dues, as certified to the City by the Treasurer of the Association, and deliver the same to the Association Treasurer. Dues payments shall be transmitted weekly to the Association's depository, provided such weekly transmittal is approved by the Finance Director and does not incur a substantial increase in the City's costs of processing such payments. Said deduction shall be made weekly. However, if a member has no check coming to him/her or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said member for that week.

5.2 Probationer employees who are serving their initial probation periods may have Association dues deducted if requested on the authorization forms, provided the Association informs the probationer in writing, with a copy to the Department, that such probationer is not covered under the Association Agreement except for those Articles which do in effect cover them and is not represented by the Association under the grievance procedure in the event of disciplinary action or termination of employment during the probation period.

ARTICLE 6: MAINTENANCE OF MEMBERSHIP

6.1 Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Association and each employee who becomes a member of the bargaining unit and the Association after that date shall continue his/her membership in the Association during the duration of this Agreement; provided, however, that an employee may at his/her discretion, and in writing, with a copy to the Department, withdraw his/her membership from the Association within twenty (20) calendar days prior to the anniversary date thereafter.

6.2 Should there be a dispute between an employee and the Association over the matter of an employee's Association membership or the payment of dues under Sections 6.1 above, the Association agrees to hold the City harmless in any such dispute.

ARTICLE 7: STRIKES AND LOCKOUTS PROHIBITED

7.1 Under no circumstances will the Association cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, picketing or patrolling of any kind, multiple resignations, withholding of services or any curtailment of work or restriction or interference with the operations of the Fire Department or the City of Manchester during the term of this agreement. In the event of any such activity, neither the Department nor the City shall be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased.

7.2 Should any employee or group of employees covered by this agreement engage in any activity prohibited by Section 7.1 above, the Association shall forthwith disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including but not limited to any and all disciplinary measures which may be taken pursuant to the Association's Constitution and By-Laws as from time to time amended.

ARTICLE 8: SENIORITY LISTS

8.1 The Department shall establish a Seniority List of all Fire Department employees in the bargaining unit, and it shall be brought up to date by January 5th and July 5th of each year and immediately posted thereafter on the Central Fire Station and sub-station bulletin boards for a period of not less than thirty (30) days, and a copy of the same mailed to the Association Secretary. Any objection to the Seniority List as posted shall be reported to the Department within fifteen (15) days from the date said list is posted, or will stand approved.

8.2 The Department agrees to allow a reasonable number of Union representatives to meet with newly appointed Firefighters to discuss the Union, such meeting to take place at the time of the swearing-in ceremony.

8.3 The Department agrees to notify the Union of newly hired employees five {5} days prior to the swearing in ceremony.

ARTICLE 9: PROMOTIONS

9.1 The Department shall provide for promotions to or from positions either presently included within this Agreement or which may in the future be included in this Agreement, which shall give appropriate consideration to the applicant's qualifications, record of performance, seniority and conduct. The Department shall provide for competitive examinations, which shall include a combination of written and performance or command evaluation tests as a prerequisite to promotion to any position in the Fire Department covered by this contract. Such tests shall be based as nearly as possible on the normal operating procedures of the Department and on knowledge of equipment actually in use in the Department and on manuals and publications mutually agreed to by the Department and the Association. Candidates shall be notified of such examinations at least ninety (90) calendar days in advance of the date fixed for the examination. The Department and the Association shall mutually agree on the examiner for promotional examinations, provided the Association pays one-half of the cost of the examinations. Structures used in the practical/command portion of the exam shall not be the actual structure that resides on the given address in the City of Manchester. All directions given to the candidates taking the exams shall be audio and video recorded.

9.2 (A) The competitive examinations shall be given in two (2) parts, as follows, each part consisting of fifty percent (50%) of the total score:

- (a) Written
- (b) Performance or command evaluation.

(B) The examination scores of all applicants shall be based upon one hundred (100) points, divided into parts as above.

9.3 The Department shall establish eligibility lists for promotion to each position, upon which shall include the names of successful candidates in the order of their examination scores in the respective examinations.

In the event two or more candidates shall have identical final scores on the examination, including seniority points as contained in Section 9.4 of this Article, a system for breaking such tie scores shall be established. The candidate who stands highest on the seniority list shall be placed above other candidates with the same final score.

9.4 Each candidate who has achieved a passing score of at least seventy percent (70%) in the examination shall have added to his/her examination score, which shall be based on one hundred(100)points, one-quarter (1/4) point for each completed year of service from the sixth (6th)year through the tenth (10th)year, one-half (1/2) point for each completed year of service from the eleventh (11th) year through the fifteenth (15th) year, and three quarters (3/4) point for each completed year of service beyond the fifteenth (15th) year, all as of January 1st One of the year in which the examination is given.

9.5 A Firefighter shall not be eligible for examination for promotion to Lieutenant until he/she shall have completed seven (7) years of actual service in the Manchester Fire Department as of January 1st One of the year in which the examination is given. Eligibility for examination for promotion to the rank of Fire Captain shall require three (3) completed years of actual service in the Manchester Fire Department in the rank of Fire Lieutenant as of January One of the year in which the examination is given. Eligibility for promotion to all other ranks or pay grades in the bargaining unit shall be as provided by the Job Specifications currently in effect pursuant to the Code of Ordinances of the City of Manchester.

9.6 Eligibility for appointment from any such eligibility list which shall be established in the future shall continue for two (2) years as of July 1st of the year in which the examination is given, however, that if fewer than five (5) names remain on an established eligibility list, the Department may establish a new eligibility list by giving an examination in accordance with this Article, provided further, however, that the four or less successful candidates whose names appear on the existing list shall retain their order as

established by said existing list for the purpose of promotion for the balance of the two year period for the existing list. Nothing in the preceding sentence shall prevent the four or less successful candidates whose names remain on the existing list from taking any such new examination and upon the expiration of the two (2) year period for said existing list, said candidate (or candidates) name shall be placed on the new eligibility list in the order of his/her (or their) examination scores in the new examination.

Eligibility lists for Fire Lieutenant and Fire Captain will continue in effect for two (2) years from the posting date. The next eligibility list for Fire Lieutenant and Fire Captain will be posted after the expiration of the current list and expire on June 30th of the second year of posting. Effective December 15, 2020, promotions within ancillary divisions may be made, without testing, by the Chief of the Department when there is less than six (6) candidates. If there are six (6) or more candidates an exam will be given. The exam shall follow guidelines in Article 9 of the Collective Bargaining Agreement. If a test is given due to four or fewer candidates, the list will last until June 30th of the second year. Any member on either the Fire Lieutenant or Fire Captain lists may elect to bypass the next exam and keep their score from the expiring list. When the test scores are finalized for those taking the exam, those who elect to bypass the exam and retain their previous score, shall have their additional seniority points added and they will be placed in the appropriate numerical position on the list. Electing to bypass an exam shall only be allowed for members who have taken the immediate previous examination.

For members who elect to take the exam, the score received on the latest exam shall prevail irrespective of their score on the previous exam.

9.7 The Department and the Association will establish a three person, unbiased, review committee that may be used by a candidate on any challenged questions. The purpose of the committee will be to try to resolve any scoring disagreements the candidate may have on any challenged questions. Said committee will only have knowledge of the candidate's assigned testing number to remain unbiased. The committee will review only the challenges made in

writing by the candidate. The formation and actions of this committee shall in no way mean a member shall forfeit his right to grieve the testing process and or results. *The committee's decision is non-binding.*

9.8 The Department shall promote only a person standing among the highest five (5) on the appropriate eligible list for a vacancy. If a person on an eligibility list is demoted, his/her name shall be removed from said list. If a person on an eligibility list is suspended, his/her name shall be removed from said list during the period of suspension. At the end of such person's suspension, his/her name shall be put back on the eligibility list from which it was removed (if such list is still in existence) in the order of his/her relative excellence in the examination.

9.9 Members who choose to take a promotional exam and are scheduled to work their regularly assigned shift the day of the exam shall be covered by the Department for the initial five (5) hours of that shift. Coverage will not be provided for swaps, paybacks, vacations, minimum staffing or overtime shifts.

ARTICLE 10: PERSONNEL REDUCTION

10.1 (A) If the Department decides to reduce the Fire Department personnel covered by this Agreement, the employee with the least seniority, regardless of rank, in the Bargaining Unit shall be laid off first and re-hired in the inverse order of layoff. No new employees shall be hired until all employees who have been laid off for twenty-six (26) months or less have been given an opportunity to return to work.

(B) The Department shall have the right to layoff by technically based craft and trade classifications {dispatchers are not classified as a technically based craft or trade position} by classification on the basis of total seniority. Those individuals will be allowed to bump into other classifications for which they are qualified.

(C) Probationary employees serving an initial probation period shall be laid off before any permanent employee is laid off.

10.2 An employee in the Bargaining Unit in a higher classification whose position is abolished shall have the right to replace an employee in the next lower classification for which he/she is qualified and provided he/she has greater departmental seniority. Such replaced person shall have similar replacement rights.

10.3 Employees who are laid off shall have recall rights in the inverse order of the layoff; that is, the last person laid off shall have first right to recall if he/she has the qualifications for the job to be performed.

Employees shall have recall rights for a period of twenty-six (26) months from the date laid off.

Employees who are laid off shall be responsible for notifying the Human Resources Department of any change of address.

10.4 When a vacancy occurs for which the laid off employee is qualified then he/she shall be notified by certified mail at his/her last known address to contact the Department. The employee shall have fifteen (15) calendar days from the date of notification to be available to return to work.

If the employee does not reply to the notification within fifteen (15) calendar days, then such employee's name shall be removed from the recall list and no further consideration shall be given to the recall of said employee.

If the employee contacts the Department within the fifteen (15) calendar days but is not able to report to work, due to health, physical or other sound reasons then such employee shall be passed over for the immediate recall, but shall remain on the list for future recall within the agreed to twenty six (26) month period.

10.5 During the time an employee is laid off he/she shall retain seniority rights and shall continue to accrue departmental seniority, but shall not accrue any other benefits during the time of layoff. Such accrual of seniority rights shall not extend beyond twenty-six (26) months from the date the employee was laid off.

10.6 In the event an employee in a higher classification replaces an employee in a lower classification and pay grade as a result of a layoff, then such employee shall be reduced in pay to the same pay step in the lower classification salary range as was held before the reduction to the lower classification.

10.7 In the event an employee is involuntarily displaced, not for cause, in order to provide an authorized position for an employee who is returning to work after an absence such as military leave, suspension or a return to work order, the employee with the least seniority in the affected classification shall be placed in the next lowest position for which he/she qualifies.

Such employee shall receive the rate in the lower range which provides the smallest possible decrease in pay.

An employee displaced pursuant to this section, shall be restored to the next available vacant position in the higher classification unless the employee has been disciplined pursuant to Article 24.1, Step 2. For advancement in the pay range, the employee shall be assigned the date of his/her original promotion.

ARTICLE 11: WORK WEEK AND EXTRA DUTY

11.1 (A) The average work week for Firefighters, Fire Lieutenants and Fire Captains will be 42 hours per week. Work schedules will be on a 24-hour system (24 hours on 72 hours off, starting at 0800 hrs.) Each 24-hour work period shall be called a "shift". Each shift shall be divided into one 10-hour day work period and one 14-hour night work period. Each work period shall be called a "unit" and it shall take two (2) units to make up one 24-hour shift.

(B) The Fire Prevention Inspector I and II, and Electronic Systems Technician I and II shall work a 40-hour week comprised of four (4) ten (10) hour days.

(C) The work week for the position of the Fire Training Officer and the EMS Training Officer will be forty (40) hours per week, four (4) ten (10) hour days.

The work week for current members may be changed by mutual agreement between the Department and the Association.

(D) The work week for Emergency Communications Dispatchers - Fire shall be as stated in Article 39.2.

(E) The work week for Equipment Mechanic II, will be forty (40) hours per week, five (5) eight (8) hour days.

11.2 Availability Stipend: Employees in the Bargaining Unit shall be paid $\frac{1}{2}$ of a normal week's pay prior to the end of the calendar year as an availability stipend. Accordingly, employees shall make reasonable efforts to be available in the event they are unexpectedly required to report for duty.

11.2A Critical Incident Pay: Employees shall receive $\frac{3}{4}$ of a normal week's pay for responding to critical incidents. If an employee is notified through the

employee/employer agreed to mode of communication (cell phone, home phone, voice mail, and/or text) of a critical incident they must respond unless they are prevented from responding due to a bona fide reason.

Any unauthorized absence from a critical incident may result in the application of the discipline process set forth in Article 24, including loss of $\frac{1}{4}$ of a normal week's pay from the CIP pay pursuant to Step 3. In recognition of Critical Incident and the Availability Stipend, time worked during critical incidents and other extra duty assignments shall not be included under Section 11.3 for the purpose of computing overtime.

In recognition of Critical Incident and the Availability Stipend, time worked during critical incidents and other extra duty assignments shall not be included under Section 11.3 for the purposes of computing overtime.

It is specifically agreed and understood by the parties hereto that in the event any federal or state legislation may require the payment of overtime compensation, the parties shall meet to negotiate critical incident pay and overtime compensation so there shall be no duplication of compensation for any work performed. The question of whether or not there is "duplication of compensation" as used in the preceding sentence shall be negotiated under the provisions of this paragraph. Notwithstanding any negotiations pursuant to this paragraph, all other provisions of this Agreement shall remain in full force and effect and the parties shall continue to be bound thereby.

11.3 Payment for Overtime Duty

(A) Except as provided for in Section 11.2 above or 11.3 (B) below, employees who work additional hours shall be compensated by the payment of one and one half ($1 \frac{1}{2}$) times their regular hourly rates for hours worked. Overtime coverage for shifts shall be split into one (1) ten-hour (10) day unit and one (1) fourteen-hour (14) night unit. Distribution of overtime to cover

a 24-hour shift shall follow the current procedure as listed herein with the following exceptions:

- (1) The first employee listed in the overtime book shall be offered the opportunity to work either unit of the 24-hour shift.
- (2) When either unit of the 24-hour shift has been filled, the remaining unit shall be filled by offering the overtime opportunity to the next employee listed at the top of the overtime book.

(B) Firefighters, Fire Lieutenants and Fire Captains as set for in paragraph 11.1 (A) shall be assigned by the chief, his deputy or his designee for a four (4) week cycle. Said staffing level shall be maintained for the four (4) week cycle.

- (1) Paragraph 11.3 (A) notwithstanding, if a four (4) week cycle has forty-six (46) or more Firefighters, Fire Lieutenants and Fire Captains as provided for in paragraph 11.1 (A) Firefighters, Fire Lieutenants and Fire Captains shall be paid straight time for the first 44 hours of additional hours worked over their regularly scheduled hours in the four (4) week cycle. Any additional hours will be paid at one and one half (1½) times their regular hourly rates.
- (2) If the Department has more than one hundred and eighty-eight (188) Firefighters, Fire Lieutenants and Fire Captains as provided for in paragraph 11.1 (A), the number of Firefighters, Fire Lieutenants and Fire Captains per four (4) week cycle required for the Department to pay said Firefighters, Fire Lieutenants and Fire Captains in accordance with 11.3 (B) (1) shall increase by one (1) for each four (4) Firefighters, Fire Lieutenants and Fire Captains over one hundred and eighty-eight (188). For example, if the Department has one hundred and ninety-two (192) Firefighters, Fire Lieutenants and Fire Captains then the four-week cycle must have forty-seven (47) Firefighters, Fire Lieutenants and Fire Captains for the Department to pay Firefighters, Fire Lieutenants and Fire Captains in accordance with 11.3 (B) (1). If the Department has one hundred and ninety-six (196) Firefighters, Fire

Lieutenants and Fire Captains then the four-week cycle must have forty-eight (48) Firefighters, Fire Lieutenants and Fire Captains for the Department to pay Firefighters, Fire Lieutenants and Fire Captains in accordance with 11.3 (B) (1)

- (3) For the purpose of maintaining the set staffing level for the four (4) week cycle the Fire Chief, his deputy or his designee shall have the right to make mandatory overtime assignments on the basis of reverse seniority (except where the designated Firefighter is already scheduled to work the following shift) from the shift going off duty. In the case of officers, mandatory overtime assignments shall be assigned based on total time in rank. The payment of any forced assignment shall be (1 ½) one and one half the hourly rate.
- (4) Nothing in paragraph 11.3 shall be interpreted or construed as a representation or guarantee of minimum staffing at any number or level within the Fire Department.
- (5) If the Administration has exhausted all efforts to cover a unit and was unsuccessful, the Administration will not be held accountable to the standard referenced in paragraphs 1 and 2 above.

When the Department seeks to hire off duty Firefighters, Fire Lieutenants and Fire Captains for sick leave coverage it shall do so on a Department wide basis, with qualified personnel. Unless the Department and Association mutually agree to change the process.

11.4 Any employee who volunteers and is hired to teach classes during their on duty time shall be compensated at their hourly rate plus one-half (1/2) their hourly rate per hour for any time spent teaching. Teaching off duty shall be compensated at one and one half (1 ½) times their regular hourly rates.

11.5 If additional personnel are needed for a hazardous material incident, qualified hazardous material technicians shall be called back. They shall be called from a list, on a rotating basis. Participation shall be on a volunteer

basis and those who volunteer to come back shall be paid a minimum of four (4) according to Article 11.3.

11.6 The department may temporarily transfer to the Training Division, members who volunteer and are informed in advance of their work assignment and schedule. Members so transferred shall be paid an additional ten-percent (10%) of their regular pay. They shall work a forty (40) hour work week and be paid overtime in accordance with Article 11.3c.

11.7 In the event the Department is going to hire an off duty Firefighter within a fire company and is unable to do so after having called all available personnel with the rank of Firefighter within that company, the Department agrees to offer the overtime shift to the officers (Captain and Lieutenants) within the company before the overtime shift is offered to any personnel outside of that company.

11.8 Employees who are called to appear in court on Department related issues, shall be compensated at one and one half (1 1/2) times their regular rate of pay for time spent in court with a minimum of four (4) hours.

11.9 Shift Exchange. Members of the bargaining unit shall be granted the opportunity to exchange days off with respect to any work shift or part thereof for which the member is able to secure another employee to work in the member's place, provided:

- (a) Such substitution does not impose any additional cost to the City;
- (b) Such substitution is between employees who qualify for the position being swapped;
- (c) The repayment of exchanges and the filling of the shift shall be strictly the responsibility of the employees involved.

It is understood that the City shall not incur any additional responsibility as a result of this provision and it is not subject to the overtime provisions of this Agreement. The parties agree that the standard shift shall be 24- hours.

Nothing in this agreement is intended to allow the creation of two systems or a dual system of shifts by individual swapping. Management reserves the right to supervise and disapprove swapping of shifts or units of shifts when abuses occur.

11.10 Grant Funded Training Payments

Homeland Security Grant Funded Training

The Department will pay overtime to members up to the limitations imposed by Homeland Security. Members taking advantage of grant-funded classes will be paid overtime for their time in class up to, but not exceeding, \$400 in salary or \$550 including benefits per day. In the event a class is scheduled or runs less than the full eight hours, members will only be paid, at their overtime rate, for the actual time in class (up to the \$400 salary or \$550 including benefits limit).

For example, if a class runs for two hours and a member's overtime rate is \$30/hr the department will pay them \$60 for that day. If, however, a class runs nine hours and the member's overtime rate is \$45/hr., the department will pay that member up to the maximum of \$400.00 salary or \$550 including benefits.

In order for members to be eligible for overtime, they MUST notify the Training Division in advance of the start dates of the class for overtime approval. Members are encouraged to forward a copy of their Fire Academy acceptance letter to the Fire Training Officer as soon as they are notified of acceptance. Members failing to get pre-approval of their acceptance before the class are not guaranteed to receive overtime payments for their participation.

ARTICLE 12: SALARIES

12.1 Effective July 1, 2022; three percent (3.0%) COLA plus steps and longevities.

Effective July 1, 2023; four percent (4.0%) COLA plus steps and longevities.

Effective July 1, 2024; four percent (4.0%) COLA plus steps and longevities.

12.1 (A) Effective July 1, 2023, any member who has earned an AEMT or Paramedic Certification will be paid at one grade higher than the grade assigned their underlying position. Each member will be initially placed at two steps below the step otherwise due the member. Paramedics will also receive an A Step.

12.2 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.

12.3 Employee appeals on their annual performance evaluation will be according to the process mutually agreed to by the Association and the City. SEE APPENDIX B.

12.4 The longevity waiting periods for employees shall be 5- 10-15-20-25-30-35-40 and 45 years of service. An increase of three percent (3%) will take effect on the employee's anniversary date of employment. Employees hired after September 26, 2018, shall have the following waiting periods for longevity: be 5-15-20-25-30-35-40 and 45 years of service (eliminate 10-year longevity step).

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

12.6 Employees who have attained the requirements for the achievement grade associated with their positions will be placed on the corresponding step on the achievement grade in accordance with the provisions of Appendix A, attached and made part of this agreement.

Classification Title

Equipment Mechanic II	18
Emergency Services Dispatcher(Fire)	15
Emergency Communications Supervisor (Fire)	18
Electronic Systems Technician I	18
Electronic Systems Technician II	20
*Firefighter	17
*Fire Lieutenant	20
*FireCaptain	23
Fire Prevention Inspector I	19
Fire Prevention Inspector II	21
Fire Training Officer	23
EMS Training Officer	23

Note: Pay matrix represents a forty-hour workweek.

*** These positions have a work week of 42 hours and their pay will be adjusted by a factor of 1.05.**

12.7 The City shall also pay to a member of the Association injured in the performance of his/her duty the difference between his/her regular pay at the time of injury and the amount of Workmen's Compensation benefits to which he/she is entitled, said payments to be in accordance with all

applicable State statutes and City Ordinances in effect on January 1, 2012. In the event any such State statutes are amended so as to eliminate such payments, such payments shall cease as of the effective date of any such amendments).

ARTICLE 13: STANDBY PAY

13.1 Standby Pay for the positions of Equipment Mechanic II, Electronics Systems Technician I and II, Fire Prevention Inspector I and II, will be \$185.00 per week for a full seven calendar days of Standby, in accordance with the policies now in effect and in accordance with the following schedule:

- a) Standby pay shall be compensated at \$20.00 per day Monday, Tuesday, Wednesday, Thursday and Friday.
- b) Standby pay shall be compensated at \$42.50 per day for Saturday, Sunday and Holidays.

13.2 Payment of time and one half for callback shall not be affected by hours worked in a week.

13.3 Electronics Systems Technician I and II shall be on standby no more than 20 weeks per year; the schedule to be established by the Department.

ARTICLE 14: HOLIDAYS

14.1 Compensation for Holidays shall be paid as provided in the City of Manchester, NH Code of Ordinances, Section 33.075. In addition, whenever additional days are proclaimed as Holidays for municipal employees by the Board of Mayor and Aldermen, Department employees covered under this contract shall be paid for such holidays.

14.2 Holiday pay for each Holiday shall be computed at one forth (1/4) of a normal week's pay. The Holidays are New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving and Christmas.

ARTICLE 15: SICK LEAVE

15.1(A) All Firefighters, Fire Lieutenants, and Fire Captains are entitled to sick leave credit at the rate of fifteen working hours with pay for each completed month of service.

(B) All Emergency Services Dispatchers, Emergency Communications Supervisor, Electronic Systems Technician I and II, Fire Prevention Inspector I and II, Fire Training Officer, EMS Training Officer and Equipment Mechanic II and are entitled to sick leave credit at the rate of 10 hours with pay for each completed month of service.

15.2 Sick leave credit may be accumulated up to a maximum of 1008 hours for those employees set forth in Article 15.1 (A) and 960 hours for those employees set forth in Article 15.1(B).

Sick leave shall be taken in units. Sick leave shall be deducted from an employee's accrual by hours actually taken.

15.3 When a member of the Bargaining Unit terminates his/her employment with the City of Manchester due to death, paid retirement or duty disability retirement, all accrued sick leave shall be payable to the employee or the designated beneficiary providing that sick leave shall not exceed 672 hours regular pay plus payment of one-quarter of the balance of the hours accrued over 672 hours but not more than 756 hours of accrued sick leave at their regular pay for those members in the classifications set forth in 15.1 (A) above; and payment for accrued sick leave shall not exceed 640 hours regular pay plus payment of one-quarter of the balance of the hours accrued over 640 hours but not more than 720 hours of accrued sick leave at their regular rate for those employees in the classification set forth in Article 15.1 (B).

Said payment shall be computed by multiplying the number of unused accumulated sick leave hours times said employee's regular hourly rate of said employee's regular week's pay.

15.4 The Fire Department's light duty system shall not be applied in an arbitrary or capricious manner.

15.5 Family Medical Leave

Employees in the bargaining unit are entitled to rights under the Family Medical Leave Act. Employees are subject to the conditions and policies as set forth in the City's Family Medical Leave Policy provided that when paid leave (of any type) is used under circumstances permitted by these regulations, for him/herself, the employee shall be required to only meet the Department's requirement provided for that kind of leave.

When an employee seeks leave to care for other persons authorized under the Family Medical Leave Act, the employee shall comply with the requirements of the City's FMLA policy including medical certification.

ARTICLE 16: SICK LEAVE BANK

16.1 The Sick Leave Bank which became effective January 1, 1976 and as amended January 1, 1977, shall continue in effect during the term of this agreement. All Rules and Regulations adopted to administer the Sick Leave Bank shall continue in effect during the term of this agreement, provided, however, such Rules and Regulations may be amended from time to time as mutually agreed upon by the signatures to this agreement.

16.2 The following Rules and Regulations, in effect as of the signing of this agreement, are hereby incorporated:

A voluntary Sick Leave Bank, to cover Fire Department Personnel in the event of 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 days when an employee has exhausted his/her accrued sick leave and continues disabled for an additional thirty days. For example, it is not established to provide relief for one or two days beyond the employee's accrued sick leave.

SECTION 1: ADMINISTRATION

The Sick Leave Bank shall be administered by five (5) members of the department, two to be appointed by the Union President, one by the District Fire Chiefs and two by the Fire Chief 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 one for three years and upon expiration of each of these terms, one member shall be appointed each year to serve a term of three years. Vacancies, when they occur, shall be filled by appointment in the same manner as the

original appointments and shall be for the entire remaining term so filled.

The original appointee of the Fire Chief shall be for a one-year term and subsequent appointments shall be for three year terms.

The Committee shall select one of its members as Chairman, by a majority vote, at the first meeting in January of each year, who shall serve a one-year term.

The Committee shall meet upon the second Wednesday of each month. Three members present shall constitute a quorum and a majority of those members present and voting shall decide all questions. Members who are absent for either three (3) consecutive meetings or any six (6) meetings in any 12-month period shall be automatically terminated from the Committee and their terms declared vacant.

Section 2: Membership

Each member of the Manchester Fire Department desiring to be covered by the Sick Leave Bank agrees to donate 12 hours for employees set forth in Article 15.1-A and 8 hours for employees set forth in Article 15.1-B per year from his/her accumulated number of sick leave hours and an adjustment of minus 12 hours and 8 hours respectively shall be made on all records showing the applicant's accumulated sick leave hours upon his/her acceptance as a member of the bank and for each hour donated thereafter. Application for membership shall be made on a form provided by the Committee. Membership by 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 Article 15, Section 1, of this Agreement.
- (B) Full-time employees having less than 30% of their accumulated sick leave day's limit as of the date of their application 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, shall be placed in the limited category. Full-time employees, except those with less than one year of service with the department, shall have not less than 180 hours for employees set forth in Article 15.1-A and 120 for those employees set forth in Article 15.1-B of accrued sick leave as of the date of their application for membership. An employee whose sick leave balance falls below 180 hours and 120 hours respectively of accrual due to recent illness or injury may be admitted at the discretion of the Committee.

Employees whose sick leave falls below the required minimum after they are admitted to 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 a 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 1008 hours for employees set forth in Article 15.1-A and 960 hours for ~~employees set forth in Article 15.1-B accumulation or by multiplying 15 hours for~~ employees set forth in Article 15.1-A, and 10 hours for those employees set forth in Article 15.1-B 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/her limit. Exceptions from this restriction may be made for good cause by the Committee with the concurrence of the Chief of Department.

SECTION 3 BENEFITS

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 15 consecutive calendar days beyond the exhaustion of his/her sick leave accrual or at the discretion of the Administrative Committee. Upon presentation of satisfactory medical evidence of illness or injury to the Administrative Committee, the Committee may approve 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.

SECTION 4 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 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 1500 benefit units 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.

SECTION 5 ADMINISTRATIVE OVERSIGHTS

In the event the Chief of Department questions a recipient's eligibility to receive benefits from the Bank, 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.

SECTION 6 EFFECTIVE DATE

The provisions of this Article shall be effective January, 2011,
and shall be attached to and made a part of this Agreement.

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

16.3 In calendar year 1990 members of the Sick Leave Bank may voluntarily
donate one additional day of their accrued sick leave credits to the Sick Leave
Bank if the balance in the Sick Leave Bank falls below 1800 hours. Such
voluntary donation of an additional 12 hours over and above the provisions of
16.2, Section 2, **ADMINISTRATION**, shall be made in writing on a form to be
provided by the Association. It is agreed and understood the provisions of this
section shall apply once only during calendar year 1990.

ARTICLE 17: SICK LEAVE INCENTIVE PROGRAM

17.1 Effective January 1, 2008, employees included in the Bargaining Unit who use no (0) units (or days in the case of employees who are not on the 24/72 schedule) during the calendar year shall be granted five (5) days of Personal Leave. Employees who use one (1) unit (or day) shall be granted four (4) days of Personal Leave. Employees who use two (2) units (or days) shall be granted three (3) days. Employees who use three (3) units (or days) shall be granted two (2) days. Employees who use four (4) units (or days) shall be granted one (1) day. Such Personal Leave shall be by payment of 1/5th of a week's pay for each day.

17.2 If an employee uses more than 4 units (or days) in a calendar year he/she will not receive any Personal Leave pay.

17.3 For the purpose of this article, the sick leave days counted are the units or days actually absent from duty not counting job connected injury or sickness or military leave.

ARTICLE 18: VACATION LEAVE

18.1 Effective the date of ratification or July 1, 1999, whichever is the latter, 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.

18.2 Selection of vacation periods shall be by seniority by Companies; provided, however, that no vacation period shall extend beyond two (2) weeks until every eligible member of the bargaining unit shall have had an opportunity to have a two (2) week vacation, except at the discretion and approval of the Fire Chief. Two members of the bargaining unit in a double company shall be allowed to be on vacation at the same time, in accordance with the provisions of this Section 18.2.

18.3 Upon termination of employment with the Department of a permanent employee, said employee shall receive a lump sum payment for unused accumulated vacation leave. Said payment to be computed by multiplying the number of unused accumulated vacation leave days' times one-fifth (1/5) of said employee's normal week's pay. The maximum vacation leave which may be accumulated for the purpose of determining the lump sum payment upon termination of employment referred to above shall be fifty (50) days.

18.4 All vacation lists shall be posted by October 15 of each contract year. All vacations shall be picked based on company assignments as of said October 15 at 0800 hours.

18.5 Vacation weeks shall begin at 0800 hours on Sunday of the vacation week and continue to 0800 hours the following Sunday.

18.6 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 per year to 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 thirty (30) days of vacation per year shall have no more than sixty (60) days earned vacation to his/her credit at any time.

18.7 Vacation buyback – Bargaining unit members with less than five (5) years of continuous service shall not receive a buyback of their vacation time.

(A) Bargaining unit members with five (5) plus years to ten (10) years of completed continuous service may request and receive a buyback of their vacation time at straight time in one (1) week blocks for a maximum of one (1) week in any City fiscal year.

(B) Bargaining unit members with ten (10) plus years to fifteen (15) years of completed continuous service may request and receive a buyback of their vacation time at straight time in one (1) week blocks for a maximum of two (2) weeks in any City fiscal year.

(C) Bargaining unit members with fifteen (15) years of completed continuous service may request and receive a buyback of their vacation time at straight time in one (1) week blocks for a maximum of three (3) weeks in any City fiscal year.

(D) Bargaining unit members with over twenty (20) plus years of continuous service may request and receive a buyback of their vacation time at straight time in one week blocks for a maximum of ten (10) weeks in any City fiscal year.

18.8 Effective upon ratification of this agreement, members of the bargaining unit shall be given the opportunity to utilize single day vacations which shall refer to a "unit" using the following guidelines:

(A) No more than six (6) members may take single day vacations per shift. Use of the fifth and sixth single shift vacation days shall be subject to the approval of the Department in accordance with policy that designates certain blackout dates.

(B) Single day vacations shall be awarded by department-wide seniority up until the Administration posts the members approved for single day vacations pursuant to subparagraph E below. Once the Administration has posted members approved for single day vacations if less than four (4) members per unit, as provided for in subparagraph A above, have requested single shift vacations then single shift vacations up to four (4) per unit will be granted on a first come, first serve basis up to 7:00 AM and 4:00 PM of the respective scheduled units.

(C) Members shall be allowed to use one single shift vacation, from January 1, 2005 until June 30 2005, providing the Department shall not be required to expend more than \$50,000 (the cap) in overtime payments for coverage of such vacation time. Once the cap has been expended, no further single day vacations shall be granted for that fiscal year.

As of July 1, 2005, members shall be allowed to use single day vacations based upon the member's annual weekly accrual of vacation time, providing the Department shall not be required to expend more than \$125,000 (the cap) per fiscal year in overtime payments for coverage of such vacation time. Once the cap has been expended, no further single day vacations shall be granted for that fiscal year.

As of July 1 2012, members shall be allowed to use unlimited single day vacations based upon the member's accrued vacation time, providing the Department shall not be required to expend more than \$150,000.00 (the cap) per fiscal year in

overtime payments for coverage of such vacation time. Once the cap has been expended, no further single day vacations shall be granted for that fiscal year. If, pursuant to paragraph 11.3 members are being paid in accordance with article 11.3 (B) (1) then no cap shall apply.

(D) Single day vacations shall be requested by members through their company officers, to Administration, not later than by 12:00 noon, on the Tuesday prior to the start of the calendar week of the requested shift or unit.

(E) Administration shall post the members approved for single day vacations by 3:00 pm of the Wednesday following the deadline for submission of the requests. In the event the Wednesday is a holiday, administration shall post the members approved for day shift vacations by 3:00 pm of the Thursday following the deadline for submission of the requests.

(F) If a member is scheduled for certification training they must receive approval from administration prior to being awarded a single day vacation day.

ARTICLE 19: SPECIAL LEAVE

19.1 Leave from duty with full appropriate pay shall be granted to members of the Association's Negotiating Committee, not to exceed six (6) such members, who attend meetings between the Department and the Association for the purpose of negotiating the terms of a contract, provided the employee was scheduled for duty at a time simultaneous to attendance at such meeting. Negotiating Committee Members shall have the complete shift off when negotiations occur during any part of a negotiator's regular work shift. Appropriate members of the Association, not to exceed six (6) such members, shall be granted leave from duty with full pay to attend meetings between the Department and the Association for the purpose of processing grievances, provided said member was scheduled for duty at a time simultaneous to attendance at such a meeting.

The Department agrees to grant time off without loss of pay for Association Officers, not exceed a total of three (3) such officers for a total not to exceed fifteen (15) duty units in the calendar years to attend State and Regional Association labor conventions and conferences. Further, the board agrees to grant time off without loss of pay for two (2) complete units off for one (1) person every three (3) months at the Association President's discretion with 72 hours' notice to the Department as to who is off and when the shift off will occur.

ARTICLE 20: BEREAVEMENT LEAVE

20.1 (A) All bargaining unit members will be excused from work for not more than two (2) consecutive shifts within a seven (7) day period from the date of death with pay because of death in the immediate family, as defined below. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

(B) Employees who work a five (5) day week schedule shall be excused from work for not more than five (5) consecutive work days with pay between the date of death and the date of the funeral, inclusive, in the event of the death of a member of his/her immediate family. Immediate family is hereby defined to mean spouse, father, mother, sister, brother, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchildren, or a blood relative or ward residing in the same household.

(C) No employee shall be required to report to any shift on the day above of the funeral of an immediate family member (as defined above) occurs. This paragraph does not add any additional shifts with pay not otherwise provided for by the paragraphs above.

20.2 Under extenuating circumstances, (1) additional shift with pay, for the purposes of bereavement leave on the death of an immediate family member as defined in 20.1, may be granted with the written approval of the Department Head, or his/her designee, provided such days are to be charged to the employee's accrued sick leave.

20.3 In the event of a funeral or wake which occurs during a shift, or in the event that travel to or from a funeral or wake is necessary during a shift, when an employee is scheduled to work a shift following the funeral or memorial service, the employee shall be excluded from work for the shift if the funeral or wake is for one of the following: sister-in-law, brother-in-law, uncle, aunt, nephew or niece.

20.4 Bereavement leave shall be paid on straight time.

ARTICLE 21: UNIFORM ALLOWANCE

21.1 The budget of the Fire Department each year shall have an account known as "Uniform Allowance". Each permanent employee of the Fire Department shall be provided uniforms or a uniform allowance.

21.2 The Fire Department shall reimburse entry level Firefighters and promoted Members for their initial required uniforms upon presentation of receipts. The required uniform items covered by this Section shall be agreed upon between the Parties and may be amended from time to time.

21.3 Effective July 1, 2022, the annual uniform allowance of \$475.00 shall be payable in semi-annual payments, each consisting of 50% of the annual amount. Effective July 1, 2023, the annual uniform allowance of \$500.00 shall be payable in semi-annual payments, each consisting of 50% of the annual amount. Effective July 1, 2024, the annual uniform allowance of \$525.00 shall be payable in semi-annual payments, each consisting of 50% of the annual amount.

21.4 In the event a member of the bargaining unit retires prior to completing a complete calendar year the uniform allowance shall be pro-rated at the rate of 1/12 the annual amount times the number of completed months of active service during the calendar year.

If a member of the bargaining unit is absent for a complete six-months semi-annual period for reasons other than duty disability, he/she shall not receive the semi-annual uniform allowance for that period.

21.5 If the Department, in its discretion, decides to continue to pay a uniform allowance, the amount of such allowance shall be a proper subject for re-negotiation.

21.6 The Department shall furnish "Turnout" gear to members of the bargaining unit on an as needed basis to be determined by the Department.

Such Turnout gear includes coats, helmets, day boots and gloves and, if required by the Department, night boots and night hitches.

21.7 Uniforms and turnout gear for bargaining unit members shall meet NFPA standards.

21.8 The Department shall not require the members of the bargaining unit to wear station uniforms when leaving the station at the end of the duty tour.

21.9 An annual payment of one hundred fifty dollars (\$150.00) shall be paid to members working in the position of Equipment Mechanic II in lieu of tool insurance and the City will not be liable for any losses.

21.10 Uniform requirements for entry level Firefighters and Promotions.

Firefighters;

- Complete Class A Uniform

Station Uniforms;

- Four pairs of long pants
- Four pairs of short pants
- Four long sleeve shirts
- Four short sleeve shirts
- Required foot gear
- Belt

Promotions to Lieutenant

- Blouse Coat
- Pants
- Hat
- Officers Insignia

Promotions to Captain

- Officers Insignia

ARTICLE 22: HEALTH & DENTAL INSURANCE

22.1 The City will offer three health insurance plans. The HDHP coupled with and HSA, the Access Blue New England Site of Service HMO 250 and the Access Blue New England HMO 1250 Plan all of which are more particularly described in the attached Exhibit D. Effective July 1, 2022 refer to Statement of Benefits attached.

22.2 Bargaining unit members hired before September 26, 2018, may select either the HDHP coupled with an HSA, or the Access Blue New England Site of Service HMO 250.

22.3 Bargaining unit member hired on or after September 26, 2018, may select either the HDHP coupled with and HSA or the Access Blue New England HMO 1250 if they do not qualify for the HDHP. Unless otherwise agreed, bargaining unit members subscribing are required to stay on the HDHP for so long as the City continues to contribute seventy-five (75%) percent to the applicable deductible to the members HSA account on an annual basis as set forth herein.

22.4 For unit members hired prior to March 6, 2012, the City will pay eighty-five percent (85%) of the eligible premiums.

~~**22.5** For unit members hired on or after March 6, 2012, the City will pay eighty percent (80%) of the eligible premiums.~~

22.6 The City shall offer a high deductible health insurance plan (HDHP) accompanied by the establishment of a Health Savings Account (HSA) for each enrolled bargaining unit member with an annual contribution of \$1,500.00 for an individual and \$3,000.00 for a two person or a family plan to an HSA for the term of this Agreement. 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.

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

22.8 In case a husband and wife are employed by the City of Manchester, the City shall pay only one premium for either a 2-person or a family policy whichever policy is selected by said husband and wife. ~~Effective July 1, 2003~~ All employees shall be required to pay the employee share of the health and dental insurance premiums as set forth herein.

22.9 Bargaining unit members who enroll in the Northeast Delta Dental Plan Coverage C, with a yearly maximum of \$1500.00, will have eighty-five percent (85%) of the premium paid by the City.

22.10 It is agreed by all parties concerned the City reserves and shall have the right to change insurance carriers or become self-insured, provided overall benefits to participants are not decreased and the costs to participants are not increased above the amounts associated with the current plans.

22.11 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.

Effective July 1, 2003, the total yearly maximum will be increased to \$1,500.00. Also, effective July 1, 2003, all employees shall be required to pay the employee share of the dental insurance premiums (see Sec. 22.3, above).

In the case where the bargaining unit member has a spouse employed by the City or the School District the bargaining unit member shall be eligible for benefits under the bargaining unit member's plan and shall not receive benefits of any type under his or her spouse's plan.

22.12 Site of Service. Effective January 1, 2019; Site of Service (SOS) network/plan shall be applied to all health insurance plans other than the high deductible plan (aka HSA plan) as set forth in the attached Exhibit D.

ARTICLE 23: SAFETY & HEALTH COMMITTEE

23.1 SAFETY COMMITTEE

There shall be established in the Fire Department a Safety Committee which shall be advisory only, said Committee to be composed of an equal number of members of the management of the Department and the Association. The Safety Committee shall meet not less than once every thirty (30) days. The Committee shall review safety and health problems, suggestions and recommendations from all sectors of the Fire Department and shall make proposals for eliminating hazardous conditions in the Fire Department, provided, however, that the provisions of this Article shall not impair the Department's right to formulate and put into effect any rules and/or regulations which it, in its sole discretion, deems necessary or desirable concerning the protection of life and property, safety, health and sanitation.

23.2 DAILY TRAVEL

Daily travel will be assigned on the basis of department wide seniority within the platoon and company affected regardless of rank, the individual with the least seniority will be assigned first and all other members will be assigned on the basis of ascending seniority.

23.3 REPLACEMENT OF EQUIPMENT

The Fire Department will provide for the repair or replacement of stoves, refrigerators, microwave ovens and garbage disposals at the Department's discretion.

23.4 The Department shall maintain a system so as to make readily identifiable all members operating at an incident.

ARTICLE 24: DISCIPLINE

24.1 Discipline of permanent bargaining unit employees is generally to be corrective and of progressive severity and action will normally be taken in the following manner:

STEP 1: A verbal warning or reprimand, explaining the problem and what corrective action is required.

STEP 2: A continuation of the problem may result in a written warning indicating the reason for the reprimand and the action to be taken to avoid the problem in the future. A copy of the reprimand will be placed in the employee's personnel file.

STEP 3: If there are continued infractions of the same nature or no improvement in the employee's performance, additional written reprimands may be given or the employee may be suspended for up to two (2) shifts without pay.

STEP 4: Continued infractions may result in suspension without pay in excess of up to two (2) shifts or termination of employment. An employee may be suspended, demoted or discharged if the misconduct is of such a serious nature that there is sufficient cause for such initial action, even though there have been no prior warnings or written reprimands.

24.2 Any permanent employee who is in the bargaining unit who is demoted in rank or dismissed shall be notified in writing of the reasons for such demotion or dismissal.

The employee may request a hearing by the Fire Chief of such demotion or dismissal by filing with the Fire Chief an appeal in writing within ten (10) calendar days of receiving the notification of demotion or dismissal. The request shall be filed in accordance with Article 27.2(b) of this Agreement and thereafter, the procedures and requirements contained in the Grievance Procedure shall apply.

24.3 The personnel record of an employee shall be cleared of written reprimands after a period of eighteen (18) months provided the employee has satisfactorily corrected the nature of the reprimand and there are no similar infractions committed during the intervening period.

24.4 The personnel record of an employee shall be cleared of a record of suspension after a period of 3 years provided the employee has satisfactorily corrected the cause of suspension and there are no similar infractions committed during the intervening period.

ARTICLE 25: CORRESPONDENCE

25.1 The Department and the Association shall reply in writing within twenty (20) calendar days to any correspondence received from the other party regarding union business or employee affairs.

25.2 It is agreed the Fire Chief or his/her designee will acknowledge in writing letters from the Association President or his/her designee pertaining to matters concerning the disciplining of bargaining unit members, grievances within the bargaining unit or questions on the interpretation and administration of this Agreement, such acknowledgment to be made twenty (20) days of the receipt of such letters.

25.3 Three representatives of the Association shall meet with the Chief or his/her designee, once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this agreement. A written agenda shall be submitted by the Association to the Chief no less than five days before the scheduled meeting. At the discretion of the Chief, or his/her designee, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief, or his/her designee, and the Association from meeting on a less frequent basis on mutual agreement.

~~**25.4** Nothing contained herein shall prevent the Association from consulting with the Chief or his/her designee at any time, if matters of mutual concern arise of an urgent or emergency nature.~~

ARTICLE 26: BULLETIN BOARDS

26.1 The Association shall have the right to post on bulletin boards located in the Central Fire Station and all sub-stations notices concerning Association business and employee affairs. The Association agrees that it shall not cause or permit the posting of any matter which does not concern union business or posting of any matter which does not concern union business or employee affairs and which are political or controversial in nature or which may interfere with the normal operations of the Fire Department. The Association will remove from any bulletin board upon the request of the Fire Chief or his/her designee any material that, in the Department's judgment, is libelous, scurrilous or detrimental to the labor-management relationship.

ARTICLE 27: GRIEVANCE PROCEDURE

27.1 For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by either an employee in the Bargaining Unit, the Association or the Department and which arises under and during the term of this agreement. Grievances are limited to matters of interpretation or application of Articles contained in this Agreement. An employee in the bargaining unit, the Association or the Board shall have the right to initiate a grievance in accordance with the provisions of this Article.

27.2 Whenever an employee in the bargaining unit has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.

(A) The employee involved shall file the grievance in writing with the Association President within fifteen (15) calendar days from the date of the event which gives rise to the alleged grievance or within fifteen (15) calendar days from the date the employee knew or should have known, with reasonable diligence, of the event which gives rise to the alleged grievance. The Association President shall then submit the grievance to the Association Grievance Committee for discussion within fifteen (15) calendar days after the grievance is presented to him/her.

(B) The Grievant or the Association must, if wishing to process the grievance, file the grievance with the Fire Chief within ten (10) calendar days after said grievance was filed with the Association Grievance Committee. The grievance shall be submitted in writing, listing the article(s) and section(s) violated, the specific facts associated with the grievance and the remedy desired. Within ten (10) calendar days following the receipt of the grievance the Fire Chief or his/her designee shall schedule a meeting. Said meeting shall be held no later than ten (10) calendar days following receipt of the grievance and a written decision shall be issued within ten (10) calendar days after the meeting. If a meeting is scheduled; the Association and the grievant shall attend at the

Fire Chief's or his/her designee's discretion.

(C) If the grievant is not satisfied with the decision of the Fire Chief, or if no decision is rendered within the time limits contained in 27.2(b) above, the grievant or the Association may file said grievance with the Pre-arbitration board within ten (10) calendar days after the time limits cited above. The Pre-arbitration board will act upon the grievance within ten (10) calendar days after the grievance was filed. The grievant must attend the Pre-arbitration board meeting. The Pre-arbitration board shall render a decision within ten (10) calendar days of the meeting.

27.3 Whenever the Association has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.

(A) The Association shall file the grievance in writing with the Fire Chief within thirty (30) calendar days from the date of the event, which gives rise to the alleged grievance. Within ten (10) calendar days the Fire Chief shall issue a decision or schedule a hearing as provided in 27.2(b).

(B) If the Association is not satisfied with the decision of the Fire Chief or if no decision has been rendered within twenty (20) calendar days after filing with the said Fire Chief, the Association may file said grievance with the Pre-Arbitration Board in accordance with Section 27.2(c).

27.4 Any mutually satisfactory disposition reached as a result of action taken in Sections 27.2 or 27.3 shall be final and binding upon the parties as to the matter in dispute; and the Department, the Association and the grievant shall thereafter comply in all respects with the result of such disposition.

27.5 If said grievance is not reported and/or processed within the time limits set forth in Sections 27.2 or 27.3 above, the matter shall be dismissed and no further action shall be taken with respect to such grievance. Further, if management does not respond to the grievance within the time lines stated in Article 27 the grievance shall be deemed denied and the

Association may process the grievance to the next step in accordance with Article 27.

27.6 Should any grievance arise which cannot be settled within the scope of the foregoing sections of this Article, either the Department or the Association may submit such grievance to arbitration as follows:

(A) If the aggrieved employee is not satisfied with the disposition of his/her grievance as a result of the action of the Pre-arbitration board or if no decision has been rendered within ten (10) calendar days after the Pre-arbitration board meeting, the aggrieved employee may request in writing, within ten (10) calendar days from the date of the Pre-arbitration board meeting, to the Association that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious it may submit the grievance in writing to arbitration within ten (10) calendar days after receipt of the written request by the aggrieved employee. If the aggrieved employee fails to submit such written request for arbitration to the Association within the said ten (10) calendar days after the Pre-arbitration board meeting or the Association fails to submit said grievance to arbitration within said ten (10) days after receipt of the written request from the employee, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

(B) If the Association is not satisfied with the disposition of the grievance as a result of the Pre-arbitration board meeting or if no decision has been rendered within ten (10) calendar days after the Pre-arbitration board meeting, the Association may submit in writing a request for arbitration within ten (10) calendar days after the Pre-arbitration board decision or ten (10) calendar days after the date of the Pre-arbitration board meeting. If the Association fails to submit such written request for the appointment of an arbitrator within said ten (10) days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

(C) The party demanding arbitration shall submit its request to the New Hampshire Public Employee Labor Relations Board or other mutually acceptable agency for the appointment of an arbitrator in accordance with the rules and regulations of the agency. Nothing in this section shall prohibit or prevent the parties from agreeing upon the appointment of an arbitrator without the assistance of the Public Employee Labor Relations Board or other agency on a case by case basis.

(D) The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement. His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of this agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this agreement.

(E) The decision of the arbitrator shall be final and binding upon the parties as to the matter of the dispute.

(F) The expenses of the arbitrator shall be shared equally by the Department and the Association. Each party shall make arrangements for and pay the expenses of the witnesses who are called by them.

27.7 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

27.8 The above items may be extended or by-passed by mutual written agreement of the parties.

27.9 A grievant and one Local 856 union representative shall be allowed

up to one hour off (without loss of pay) during duty hours to process grievances through each step of the grievance procedure. Additional time may be granted if mutually agreed to by the parties.

27.10 The Parties agree they may appeal an arbitration decision within 30 days in accordance with RSA: 542.

ARTICLE 28: SEPARABILITY

28.1 If any provision of this agreement or any application of the agreement to any employee or group of employees is found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, provided, however, that all other provisions of this agreement and applications thereof will continue in full force and effect.

ARTICLE 29: EDUCATION INCENTIVE REIMBURSEMENT POLICY

29.1 Effective upon ratification the City agrees to provide reimbursement to employees who complete approved courses related to Fire Department responsibilities based upon the following: Seventy-five percent (75%) of the cost of courses, books and materials to a maximum of one thousand five hundred (\$1,500) dollars per year per employee. Courses must be approved in advance by the Fire Chief or his/her designee as meeting the requirement that such course is related to Fire Department operations or is part of a degree program in Fire Science or Fire Administration.

29.2 Once a course has been approved the City will reimburse to the employee one-half of the authorized amount for the course tuition and books. The remainder of the course reimbursement will be paid to the employee upon presentation of a certificate of satisfactory completion of the course.

29.3 Employees will be approved for course reimbursement in chronological order of applying for course reimbursement approval prior to attending such courses, but not to exceed the amount appropriated in the budget for this purpose.

The City agrees to appropriate the sum of fifteen thousand (\$15,000) dollars which will be appropriated in the fiscal year 2023 and successive fiscal year budgets for tuition reimbursement. Any sum remaining in the account on June 30th of each year will not be carried over into the following fiscal year. Notwithstanding, if there is money left in the city wide course reimbursement account as of May 31st of the given year, employees may apply for additional assistance which shall be granted on a pro rata basis.

29.4 The Department will provide a one-time full, complete, and current set of IFSTA manuals and all other texts, manuals, or other education material which may be part of any promotional examination to all companies.

29.5 The Department shall not be arbitrary or capricious in the course of providing training opportunities.

ARTICLE 30: LIFE INSURANCE BENEFIT

30.1 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.

30.2 Provided, however, that the Department reserves the right to provide the insurance benefits agreed to in 30.1 by contracting with a private insurance carrier. The Department may, at its sole option, exercise this right except that if it does so it must contract with private insurance for a covenant that the private carrier must allow retired employees to convert the coverage provided for herein, at their sole expense upon retirement, and provided that the private insurance contract shall not increase the city's cost above that required by Section 30.1.

ARTICLE 31: INDEMNIFICATION

The City of Manchester currently purchases liability insurance, which includes coverage of Liability of Public Officials and employees for actions taken as part of their official duties while employed by the City.

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

Employees of the City within the bargaining unit are covered under the Liability Insurance and the Indemnification for the deductible amount of the liability coverage, which are currently in effect. Liability insurance coverage and indemnification for the deductible amount of the liability coverage shall be maintained for bargaining unit members under the same terms and conditions as for other employees of the City.

ARTICLE 32: TEMPORARY DUTY IN HIGHER RANK

32.1 Any Fire Officer required to perform the duties of an officer of a higher rank for one (1) continuous work week, shall be compensated at the rate of pay for said rank in accordance with Section 33.061 of the Code of Ordinance.

ARTICLE 33: RESIDENCY

33.1 All members of the bargaining unit shall be required to reside within forty-five (45) minutes of the City limits of Manchester, New Hampshire; provided, however, that any member of the bargaining unit who resided outside the said limit as of the date of ratification of this Agreement shall be allowed to continue such residency outside the City limits.

ARTICLE 34: MISCELLANEOUS

34.1 Divers: Each employee who is selected and assigned as a Diver for the Fire Department shall be compensated by payment of \$5.00 per week while so assigned and shall be paid at one and one half (1 1/2) times his/her hourly rate for each hour worked if called in on an off-duty time to perform diving functions for the Fire Department.

34.2 The City Shall make available two additional payroll deduction slots to be determined by the Association.

ARTICLE 35: NFPA 1500 SERIES

35.1 NFPA 1500

The Department and the Association shall establish a joint committee which shall within one year promulgate an NFPA 1500 implementation schedule, subject to budget approval.

35.2 Drug & Alcohol Testing

Effective July 1, 2001, all bargaining unit members shall be subject to a Drug and Alcohol Testing Policy. The Department and the Association will mutually agree to this policy and may amend it from time to time. If a policy is not in place by July 1, 2001 the parties will submit all remaining issues in the dispute to an arbitrator for his/her final and binding decision. The parties shall mutually select an arbitrator. If the parties are unable to agree on an arbitrator, they shall jointly request that an arbitrator be appointed by the Public Employees Labor Relations Board in accordance with its rules. The arbitrator will be limited to choosing between the parties' last best offer on each outstanding issue. The cost of the arbitrator shall be shared equally by the parties.

35.3 The Association agrees to consider a memorandum of understanding regarding a wellness fitness program.

ARTICLE 36: LICENSES AND CERTIFICATIONS

36.1 Licenses and Certifications: The Fire Department will continue to pay for EMT and Ambulance Attendant Licenses.

36.2 It shall be the responsibility of all bargaining unit members who are required to have an EMS Provider License to maintain such license at all times.

Failure to maintain the EMS Provider License shall be cause for discipline and/or termination.

ARTICLE 37: RETIREMENT

37.1 Retirement

Under the N.H. Retirement System the Department may call for examinations of the members who are on disability retirement. If they are found fit, they can be taken off disability retirement. In such cases, the Department shall provide a system for the return of such members to active duty, provided such members pass a City physical, agree to retrain if necessary. Such member shall be returned to duty in the next occurring vacancy.

ARTICLE 38: HOST CITY

38.1 Application This Agreement shall apply to all Association members with respect to duties, responsibilities, and training requirements, exercises and/or drills of any kind, which are related to the requirements of the Host City Agreement executed by the City of Manchester on September 1, 1987.

38.2 Compensation

(A) Members of the Association who participate in off-duty exercises, training and/or drills, shall receive compensation in an amount equal to one and one-half times their normal hourly rate. In such cases, a minimum of four (4) hours at one and one-half times the normal hourly rate will be paid.

(B) All compensation earned by Association members under this Article shall be considered wages, including payment and credit under the New Hampshire Retirement System.

(C) In accordance with applicable City Ordinances, Association Members shall be eligible for worker's compensation supplemental pay.

38.3 Selection

(A) Participation in all off-duty exercises, training and drills will be on a voluntary basis.

(B) Volunteers will be sought from all fire companies and divisions in accordance with procedures promulgated by the Association, based upon current Minimum Staffing procedures, modified by the comingling of officers with firefighters, according to departmental seniority.

(C) If needed the Department has the right to use personnel from other departments, agencies or municipalities to meet its obligations under the Host City Agreement.

38.4 Renegotiation

This Article is subject to renegotiation of its terms upon the request of either part whenever the duties and responsibilities of the Department or the Association members substantially increase or decrease.

38.5 Termination

This Article of this Agreement shall automatically terminate upon the failure of the New Hampshire Office of Emergency Management to reimburse the funds necessary to meet the requirements of this Article.

ARTICLE 39: FIRE COMMUNICATIONS DISPATCHERS

39.1 The Emergency Services Dispatcher (Fire) and Emergency Communications Supervisor (Fire) will be members of the bargaining unit and the collective bargaining agreement will apply to them with the following exceptions and clarifications.

39.2 The work week for Emergency Services Dispatcher (Fire) and Emergency Communications Supervisor (Fire) will consist of two (2) consecutive twelve (12) hour day shifts followed by (2) consecutive twelve (12) hour night shifts followed by four (4) days off.

(A) All day shifts will commence at 7:00 a.m. until 7:00 p.m. and all night shifts shall commence at 7:00 p.m. until 7:00 a.m.

(B) Emergency Services Dispatchers (Fire) and Emergency Communications Supervisor (Fire) will be paid for hours worked at straight time.

(C) Emergency Services Dispatchers (Fire) and Emergency Communications Supervisor (Fire) vacation weeks will be paid at straight time.

(D) Emergency Services Dispatchers (Fire) and Emergency Communications Supervisor (Fire) will be paid for hours worked at time and one-half their regular rate of pay commencing in pay weeks that they work in excess of forty (40) hours. The 7%-night shift differential will not be paid on eight (8) hours of time and one-half for scheduled 48-hour work weeks.

(E) Emergency Services Dispatchers (Fire) and Emergency Communications Supervisor (Fire) will be paid seven percent (7%) night shift differential on twelve (12) hour night shifts.

(F) The most junior Emergency Services Dispatcher (Fire) will be assigned a phantom number for purposes of administration but shall be assigned shifts

as an uncommitted member for the purposes of filling vacancies. Such member's schedule will be reviewed and adjusted in each work cycle so that they will be assured of working the same average number of hours as other members of the Dispatch Center.

G) The Emergency Communications Supervisor (Fire) may work a different schedule as determined by both the Department and the Emergency Communications Supervisor (Fire).

The Emergency Services Dispatcher (Fire) will not be paid multiple alarm pay provided in Article 11.2.

Overtime, at the rate of time and one-half, will be paid in accordance to Article 11.3. They will be paid overtime (time and one-half) for a minimum of three (3) hours for reporting for extra duty assignments. Overtime assignments will be made from the voluntary overtime list (rotating list according to seniority).

Before **Emergency Services** Dispatchers are hired from the mandatory overtime list the Department will attempt to fill the vacant slot from a pool of qualified Firefighters, Fire Lieutenants, Fire Captains, Fire Communications Technicians, Electronic Systems Technicians I and II, and Fire Prevention Inspectors I and II. When a qualified member from this pool is hired he/she shall be paid at pay grade 15 at his/her corresponding step, providing Fire Lieutenants and Fire Captains shall be paid at pay grade 15 step 13, all in accordance with the Fair Labor Standards Act.

Provided that in the event that an appropriate number of volunteers cannot be secured from the voluntary list, the department may make mandatory assignments from the mandatory overtime list (rotating list according to inverse seniority)

Fire Fighters will not be used for full time dispatching unless it becomes

necessary due to:

(A) A layoff which affects Emergency Services Dispatchers (Fire). In the event of a layoff, either party may require impact bargaining;

(B) Emergency situations where dispatchers are not available; however, Fire Communications Technicians and Electronic Systems Technicians I and II shall be assigned to such duty prior to the assignment of any fire fighter. In the event that the Department makes an assignment under this provision which violates such provision, the Department shall be required to compensate any affected member at double the rate received for that assignment worked.

39.3 Emergency Services Dispatchers (Fire) will be paid at pay grade 15 as per the attached schedule.

The Emergency Communications Supervisor (Fire) will be paid at pay grade 18 per Article 12 of the collective bargaining agreement.

Night Shift Premium. Effective July 1, 2008 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.

39.4 Vacation selection shall be handled in the same manner as for a single company.

39.5 Emergency Services Dispatchers (Fire) and Emergency Communications Supervisor (Fire) shall be included in the City of Manchester Employees' Contributory Retirement System, under its rules and regulations.

39.6 When Emergency Services Dispatchers (Fire) and Emergency Communications Supervisor (Fire) have training opportunities they shall be covered for the hours of training to the extent specifically budgeted.

ARTICLE 40: TERMINATION AND RENEWAL

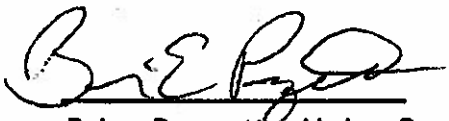
40.1 This agreement shall be in full force and effect and remain in full force and effect from date of ratification, to and including June 30, 2025 except as otherwise specified in individual articles, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

40.2 For the purposes of renegotiation of this 2022-2025 contract, the Parties agree to commence negotiations on or before December 1, 2024.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 27th day of July, 2022

IAFF, Local #856

CityNegotiating Team



Brian Paquette, Union President

Andre R
Parent

Digitally signed by Andre
R Parent
Date: 2022.07.28
16:02:21 -0400

Andre Parent, Chief

APPENDIX A: QUALIFICATIONS FOR ACHIEVEMENT STEPS

Approved Majors:

Fire Science, Fire Protection, Fire Protection Engineering, Investigation or other fire service related degree.

Public Administration

Business/Management/Administration

Medical Sciences, i.e. RN, Pa, Paramedic

Engineering

Minimum requirements:

Firefighter	Associate Degree in any of the above Programs or Nationally Registered Paramedic
Lieutenant	Firefighter requirements + 20 credit hours in any of the above programs
Fire Training Officer	Firefighter requirements + 20 credit hours in any of the above programs
EMS Training Officer	Firefighter requirements + 20 credit hours in any of the above programs
Captain	Firefighter requirements + 40 credit hours in any of the above programs
Fire Instructor:	Associate degree plus 40 credit hours
Fire Inspector I	Associate degree plus 20 credit hours
Fire Inspector II:	Associate degree plus 40 credit hours

Emergency Svc.Dispatcher: Firefighter and EMT certification

Emergency Comm. Supvr.Associate degree and FF &EMT certification

Electronic Sys. Tech. I Associate degree in electronics

Electronic Sys. Tech II: Associate degree in electronics + 40 credit hours

**Equip. Mechanic II: Associate degree in Automotive Sciences and
Emergency Vehicle Technician Level II**

1. Members requesting reclassification to the "A" Step shall submit proof of completion of the above requirements to the Chief of Department for approval.

APPENDIX B: EMPLOYEE DEVELOPMENT APPEALS PROCESS

Only employees who are denied a merit step increase on their anniversary date of position due to a 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 when the appellant is a member on 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.

Your summary of benefits



Matthew Thornton Health Plan, Inc./Anthem® Blue Cross and Blue Shield

Your Plan: Anthem BlueChoice Open Access Advantage HSA Alt Net 2000/0%/2000

Your Network: Blue Choice POS

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$2,000 person /\$4,000 family	
Out-of-Pocket Limit	\$2,000 person / \$4,000 family	\$4,000 person / \$8,000 family
The family deductible and out-of-pocket maximum are non-embedded meaning the cost shares of all family members apply to one shared family deductible and one shared family out-of-pocket maximum. The individual deductible and individual out-of-pocket maximum only apply to individuals enrolled under single coverage.		
Preventive Care / Screening / Immunization	No charge	30% coinsurance after deductible is met
<u>Doctor Home and Office Services</u>		
Primary Care Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Specialist Care Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Prenatal and Post-natal Care	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<u>Other Practitioner Visits:</u>		
Retail Health Clinic	0% coinsurance after deductible is met	30% coinsurance after deductible is met
On-line Visit <i>Includes Mental Health and Substance Abuse</i> <i>(www.livehealthonline.com)</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Manipulation Therapy <i>Coverage is limited to 20 visits per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Acupuncture <i>Coverage is limited to 20 visits per benefit period.</i>	Not covered	Not covered

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<u>Other Services in an Office:</u>		
Allergy Testing	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Chemo/Radiation Therapy	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Dialysis/Hemodialysis	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Prescription Drugs - <i>Dispensed in the office</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<u>Diagnostic Services</u>		
Lab:		
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Freestanding Lab/Reference Lab	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
X-Ray:		
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Freestanding Radiology Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Advanced Diagnostic Imaging:		
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Freestanding Radiology Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<u>Emergency and Urgent Care</u>		
Urgent Care	0% coinsurance after deductible is met	Covered as In-Network
Urgent Care Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
<u>Ambulance</u>	0% coinsurance after deductible is met	Covered as In-Network
<u>Outpatient Mental/Behavioral Health and Substance Abuse</u>		
Doctor Office Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Facility Visit:		
Facility Fees	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<u>Outpatient Surgery</u>		
Facility Fees:		
Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Freestanding Surgical Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services:		
Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Freestanding Surgical Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<u>Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):</u>		
Facility fees (for example, room & board) <i>Coverage for Inpatient Rehabilitation is limited to 60 days and Skilled Nursing services are limited to 100 days per benefit period. Applies to In-Network.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor and other services	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<u>Recovery & Rehabilitation</u>		
Home Health Care <i>Limit is combined with Private Duty Nursing and it is 100 days per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Rehabilitation services:		
Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Cardiac rehabilitation		
Office <i>Coverage is unlimited per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital <i>Coverage is unlimited per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Skilled Nursing Care (facility) <i>Coverage for Inpatient Rehabilitation is limited to 60 days and Skilled Nursing services are limited to 100 days per benefit period. Applies to In-Network.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hospice	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Durable Medical Equipment <i>Unlimited</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Prosthetic Devices	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Fitness Club Reimbursement	Up to \$100 per six months and \$200 per plan year per contract.	
Vision Hardware <i>(Per member every 2 years)</i>	\$100 maximum reimbursement for frames and lenses.	

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use an Out-of-Network Provider
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out of Pocket	Combined with In-Network medical	Combined with Non-Network medical
Prescription Drug Coverage <i>National Drug List</i> <i>This product has NO 90-day Retail Pharmacy Network available. A 90-day supply is not available at most pharmacies.</i> <i>No coverage for non-formulary drugs.</i>		
Tier 1 - Typically Generic 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 2 - Typically Preferred Brand 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)

Notes:

- Your medical and prescription copays, coinsurance and deductible count toward your out of pocket amount.

- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

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Questions: (833) 621-0307 or visit us at www.anthem.com

NH/LG/Anthem BlueChoice Open Access Advantage HSA Alt Net 2000/0%/2000/6CGH/07-01-2021

Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 772-4122

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (833) 772-4122.

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (833) 772-4122:

Chinese(中文): 如果您對本文件有任何疑問, 您有權使用您的語言免費獲得協助和資訊。如需與譯員通話, 請致電(833) 772-4122。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفا، با شماره (833) 772-4122 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 772-4122.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 772-4122.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 772-4122.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(833) 772-4122 にお電話ください。

Language Access Services:

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 772-4122로 문의하십시오.

Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bína'ídlíkígo ná bohónéedzq́ dóó bee ahóót'i' t'áá ni nizaad k'ehj bee níl hodoonih t'áadoo bą́ąh ílínígóó. Ata' halne'ígíí la' bich'i' hadeesdzih nínizingo kojį' hodíłniih (833) 772-4122.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 772-4122.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (833) 772-4122 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 772-4122.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 772-4122.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 772-4122.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 772-4122.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

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

Durable Medical Equipment (DME) <i>Unlimited</i> \$200 deductible for external prosthetics		Covered in full
Other Services <ul style="list-style-type: none"> OB/GYN care (<i>performed by an OB/GYN provider</i>) <ul style="list-style-type: none"> Exam Maternity care (routine prenatal, delivery and postpartum) Chiropractic visit (<i>20 visits per member per plan year</i>) 		\$20 per visit \$250 Deductible \$20 per visit
Emergency Room or Urgent Care Center Visit <ul style="list-style-type: none"> ER facility charge (<i>copayment waived if admitted</i>) Urgent Care facility charge ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc. 		\$300 per visit \$75 per visit Covered in full
Ambulance (<i>medically necessary emergency transport only</i>)		Covered 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.		
Mental Health and Substance Abuse <ul style="list-style-type: none"> Outpatient services <ul style="list-style-type: none"> Visit/consultation Inpatient services <ul style="list-style-type: none"> Semi-private room & board Physician visit 		\$20 copayment per visit \$250 per member / \$500 per family per plan year deductible
Maximum for Services Subject to \$100 Deductible		
Individual Family		\$250 per member per plan year \$500 per family per plan year
Out of Pocket Limitations		
Medical Out-of-Pocket Limitation 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.

Cost Relief Copayment assistance available for certain Specialty drugs with no copayment for member. IngenioRx will identify the member with assistance available and will reach out to member to enroll him/her. Enrollment required otherwise member can be responsible for higher out of pocket expense.

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 every 2 years)

\$100 maximum reimbursement for frames and lenses.

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 1-800-621-0307

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