# AGREEMENT BETWEEN THE CITY OF MANCHESTER, NH

AND

THE MANCHESTER POLICE PATROLMAN'S ASSOCIATION

July 1, 2022 - June 30, 2026

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#### ARTICLE 1 UNIT DESCRIPTION

1.1 The unit to which this Agreement is applicable shall consist of Manchester Police Department employees as follows:

All regular full-time Police Officers, all regular full-time Animal Control Officers and all regular full-time Parking Control Officers, excluding all other employees of the Manchester Police Department.

#### ARTICLE 2 MANAGEMENT'S RIGHTS

2.1 The Commission and the Police Chief will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: The Commission and/or the Police Chief will determine the standards of services to be offered by the Police Department, determine the standards of selection for employment, direct its employees; take disciplinary action, relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Police Department's operations are to be conducted, determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. All of the rights, responsibilities and prerogatives that are inherent in the Commission or the Police Chief by virtue of statutory and charter provisions cannot be subject to any grievance or arbitration proceeding.

### ARTICLE 3 EMPLOYEE'S RIGHTS

- 3.1 The MPPA and the Commission agree that there will be no discrimination against any employee on account of membership or non-membership in the MPPA and no disciplinary action shall be taken against an employee except for just cause.
- 3.2 The Commission agrees that it will not interfere with the formation, existence, operation or administration of the MPPA.
- 3.3 The members of the MPPA's bargaining committee who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted time off without loss of pay or benefits for all meetings between the Commission, its agents or representatives and the MPPA for the purpose of negotiating the terms of the contract or any supplements thereto.

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

### ARTICLE 4 PRIOR BENEFITS AND PRESERVATION OF RIGHTS

4.1 The Commission agrees that conditions of employment and working conditions previously established as policy of the Commission shall be not less than those now in effect and will remain in effect unless specifically modified by this Agreement. Nothing in this Article will limit the rights of the Commission to revise the Rules and Regulations, policies and/or working conditions to improve the efficiency of the Department, provided, however, any such change or revision shall not be subject to the grievance procedure.

### ARTICLE 5 STABILITY OF AGREEMENT

- 5.1 No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.
- Any portion of this Agreement found to be in conflict with any current City Ordinance, or with a State statute or governmental regulation now in effect or enacted at a later date will be null and void. However, all other portions of this Agreement will remain in effect.
- 5.3 This Agreement represents the entire Agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.
- 5.4 The Union agrees to provide a copy of this Agreement to each employee in the bargaining unit.

### ARTICLE 6 DUES DEDUCTION

- 6.1 The Commission agrees to authorize the deduction of MPPA dues from each employee who has signed an authorization, and to send the dues to: The Treasurer of the Manchester Police Patrolman's Association.
- The Union will keep the Commission informed to the correct name and address of the Treasurer of the Manchester Police Patrolman's Association.
- 6.3 This deduction of dues shall be made on a weekly basis and shall be sent monthly to the Treasurer of the Manchester Police Patrolman's Association.
- 6.4 If any employee has no check coming to him or if his check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues.
- 6.5 Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to hold the City harmless in any such dispute.
- Any employee who is in the Bargaining Unit and is not a member of the Union but wishes to have the Union represent him/her in a grievance, shall assume full financial responsibility as to the actual cost of processing the grievance. Collection of such fees shall be the sole responsibility of the Union.

### ARTICLE 7 GRIEVANCE PROCEDURE

- 7.1(A) A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement, under express provisions of the Agreement, and shall be processed by following the steps described in this article.
- 7.1(B) For the purpose of this article, a "BUSINESS DAY" shall be defined as Monday through Friday with Holidays excluded.
- 7.2 STEP ONE: A member of the bargaining unit must first take up the grievance with his immediate supervisor. The immediate supervisor shall give his answer within –five (5) business days.
- 7.3 STEP TWO: Failing adjustment by these parties, the grievant may, within five (5) business days, submit the grievance, which must be in writing and which must list the article

and section violated and the specific grievance, to the Supervisor in charge of the Administration Division, or in the case of a Parking Control Officer, to the Parking Division Supervisor. The Supervisor in charge of Administration will render his decision within five (5) business days.

- 7.4 STEP THREE: Failing adjustment by these parties, the Supervisor in charge of Administration will:
  - 1. Automatically forward the grievance referred to in Step 2 above, to the Chief of Police or Finance Director, depending on the chain of command.
  - 2. Forward a letter to MPPA notifying them of same;
  - 3. The Chief or Finance Director will render his decision within seven (7) business days from the date on the above letter from the Supervisor in charge of Administration.
- 7.5(A) STEP FOUR: If the decision of the Chief of Police or Finance Director is not acceptable to the aggrieved member of the bargaining unit, the grievant and the union may submit the grievance to the City of Manchester's Chief Negotiator/Labor Contract Administrator for the scheduling of a pre-arbitration meeting. The grievance must be submitted to the Chief Negotiator/Labor Contract Administrator within ten (10) business days from the date that the Chief of Police or Finance Director rendered his decision. The pre-arbitration meeting must be held within thirty (30) business days from the date that the Chief or Finance Director rendered his decision. This time limit may be extended upon mutual agreement of the parties.

In the event that the City does not respond within the allotted time period, absent an extension, it will be deemed denied.

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

The parties may agree that the Grievant(s) may not need to attend.

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

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

- 7.6 The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement. His decision shall not go beyond what is necessary for the interpretation and application of express provisions of this agreement.
  - The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this agreement. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.
- 7.7 The party submitting a grievance to arbitration shall pay the total administrative fee for the processing of the grievance. Each party shall make arrangements to pay the expenses of witnesses who are called by them. The expenses of the arbitrator shall be paid by the losing party. It shall be incumbent upon the arbitrator to specify the party designated as the losing party to facilitate payment of arbitrator costs.
  - 7.8 If the grievance involved the immediate supervisor, section 7.3 of this article shall become the first step in the grievance procedure.
  - 7.9 A grievance shall be put in motion within thirty (30) business days of the event which gives rise to the grievance or shall be considered null and void. If the grievant does not process the grievance within the time limits set forth in sections 7.2, 7.3, 7.4 and 7.5, it shall be considered as dismissed. If a decision is not rendered within the time limits as set forth in sections 7.2, 7.3 and 7.4 above, the grievant may proceed to the next step. 7.10. The above times may be extended by mutual written agreement of the parties.
- 7.11 The employee, when discussing his grievance with management, may, at his/her discretion, be accompanied by a Union representative.
- 7.12 The grievant shall be in a pay status when processing a grievance or acting as a witness if said processing of a grievance or acting as a witness occurs during his/her scheduled duty hours. A representative of the Union shall be in a pay status when processing a grievance or acting as a witness if said processing of a grievance or acting as a witness occurs during his scheduled duty hours, provided said representative shall request permission prior to taking such time off from the Chief of Police or his designee or Finance Director and it is understood that such permission may be refused if it will interfere with the normal and orderly operation of the department, but in no event will such time off be denied for more than two (2) of the representative's consecutive shift periods, not including days off.

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

7.13 The Commission shall have the right to initiate a grievance growing out of a claim or dispute arising out of the application or interpretation of this agreement, under express provision of the agreement, provided, however, that the Commission may, in its discretion, submit any claim by the Commission for breach of Article 26 of this agreement entitled "No Strike Clause" to any other forum of the Commission's choice. In the event the Commission initiates a grievance, it shall do so by filing said grievance with the Union within forty-five (45) business days from the date of the event which gives rise to the alleged grievance. If the matter is not resolved by and between the Commission and the Union, the Commission may submit a written request to the American Arbitration Association or to another mutually agreed upon neutral arbitration and conciliation service to appoint an arbitrator to resolve said grievance in accordance with its rules and regulations and the provisions of sections 7.6, 7.7 and 7.8 of the article shall apply to such processing. The Commission will simultaneously convey a copy of the request for arbitration to the Union President.

#### ARTICLE 8 HOURS OF WORK

- 8.1 Effective July 1, 2010 the Manchester Police Department shall continue to implement the following work schedule for all bargaining unit employees except those as noted in Section 8.2 below.
  - (A) A regular work relief of 8 1/2 hours shall be scheduled on the basis of four consecutive work days on duty followed by two consecutive days off duty, progressing through a six calendar week cycle.
  - (B) The average work week over the six-week cycle shall consist of forty hours.
  - (C) The regular work relief shall consist of 8 1/2 hours of which the first thirty minutes shall be used for mandatory in- service training and roll call. The overtime provision of this Agreement will not apply to work performed during a regularly scheduled work relief nor to work performed during a regularly scheduled work week.
  - (D) K-9 Officers will select their shifts by seniority within their specialty area.
  - (E) In the Juvenile, Detective and Traffic Division if too many officers seek a particular shift, and the criteria are relatively equal, shift preference will be given to the senior officer if the division head has no objections.
- 8.2 Exceptions to the above regular work relief of 8 ½ hours and regular work week of four consecutive work days on duty followed by two consecutive days off-duty may be made for

Parking Control Officers and Humane Officers because of the nature of their work.

Variations of the "four and two" schedule may be implemented for Parking Control Officers and Humane Officers if they are beneficial to the Department and the employees.

Determination of the work schedules for the Humane Officers shall be made by the Police Chief. Determination of the work schedules for the Parking Control Officers shall be made by the Parking Manager. Any changes from the schedules in effect for Parking Control Officers and/or Humane Officers immediately prior to the date of the execution of this Agreement shall be implemented only after the employees concerned and the representatives of the bargaining unit have been given at least two calendar weeks' notice of such change and an opportunity to discuss the matter with the Chief of Police, or in the case of the Parking Control Officers, the Parking Manager. The decision of the Chief of Police/Parking Manager shall be final and shall not be subject to the Grievance Procedure.

Date of the shift change. Accordingly, subsequent officers involuntarily placed will be selected inversely, until the 33% level is met.

- 8.3 (A) Relief assignments shall occur approximately every four (4) months. Request will be submitted in writing and shall be made within a certain designated time previously posted by the administrator in charge of making relief assignments.
  - (B) Shift selection will occur twice a year with all non-probationary officers submitting request as follows:
  - 1. The administrator in charge will provide sheets for shift selection requests to all non-probationary officers at least twenty-one (21) days prior to the selection dates.
  - 2. Officers must submit their shift selection request sheet no later than December 1 (selection date) for the January and May shift change. The administrator in charge will post the shift assignments for January and May no later than December 15.
  - 3. Officers must submit their shift selection request sheet no later than June 1 (selection date) for the September shift change. The administrator in charge will post the shift assignments for January and May no later than June 15.
  - 4. Shift selection be seniority will apply to bargaining unit members in the Patrol Division only. If a swap is desired, requests must be submitted and approved in writing.
  - 5. Upon transfer or reassignment to the Patrol Division, Management reserves the right to place an officer on any shift it deems appropriate for the four (4) month shift in effect at the time of the assignment.
  - 6. If subsequent shift selections, which have been posted, are affected by reassignments, management reserves the right to make adjustments for the reassigned officer using the seniority standards set forth in Section 8.3 (c) below.
  - (C) If the Officers' selections result in less than 33% of the officers, on any one shift, with at least five (5) completed years of service, management reserves the right to place an officer(s) on a particular

shift to maintain the 33 % level. Involuntary placement on any shift will begin with the least senior officer with five (5) complete years of service upon the date of the shift change. Accordingly, subsequent officers involuntarily placed will be selected inversely until the 33% level is met.

- (D) K-9 Officers will select their shifts by seniority within their specialty area.
- (E) In the Juvenile, Detective and Traffic Division, if too many officers seek a particular shift, and the criteria are relatively equal, shift preference shall be given to the senior officer if the division head has no objections.
- 8.4 The Union agrees that employees who are habitually late in reporting for work shall first be given an oral warning. If the employee continues to report late, he/she shall be given a written warning to be inserted in his/her personnel jacket. If the employee still continues to report late, he/she may be subject to disciplinary action, including suspension and/or dismissal.

### ARTICLE 9 OVERTIME

- 9.1 Subject to all other provisions of this Article:
  - (a) Eight and one-half (8 1/2) hours shall constitute the "regular work relief", and
  - (b) the "regular work week" shall be computed on the basis of a six-week cycle which includes four calendar weeks Sunday through Saturday consisting of five work reliefs with two consecutive days off and two calendar weeks Sunday through Saturday consisting of four consecutive work reliefs with three non-consecutive days off.
- 9.2 Overtime shall be paid at the rate of time and one-half the regular hourly rate to include longevity for authorized time worked in excess of the "regular work relief" or the "regularly scheduled work week" as defined in Section 9.1 above, provided, however, that in determining whether an employee is entitled to compensation at the overtime rate for authorized hours work in excess of a "regular work week" as defined in Section 9.1 above, any time worked in excess of a single "regular work relief" shall not be counted. Sick time, vacation time, personal days and bereavement leave taken within the same pay period shall count as hours worked for the purposes of computing such overtime.
- 9.3 The overtime premium or rate shall not be pyramided, compounded, added together or paid twice for the same time worked.
- 9.4 <u>ELECTION DETAIL</u> Any officer working on election detail shall be paid at the rate of time and one-half the regular hourly rate of pay for such employee, for authorized work performed on such detail, provided that a Reserve Police Officer may, at the discretion of the Chief or his designee, be assigned with a police officer on election details. In such case the Reserve Police Officer will be paid at straight time.

9.5 <u>TRAINING</u> - Effective upon the date of ratification of this Agreement, it is agreed by the Union that members of the Bargaining Unit will report for training courses/classes at the administrative discretion of the department during off duty hours.

Training hours are to be paid at the regular and overtime hourly rate for the employee. It is further agreed such training courses/classes shall not exceed six (6) full days of training during any calendar year. Each session of training shall be considered as a day of training, whether for a full day or a portion of a day. It is further agreed that employees will not be scheduled for training courses during their scheduled vacations and shall be given advance notice of at least ten (10) days of the scheduled training.

It is understood and agreed that the management of the department may schedule employees for less than six (6) days of training on off-duty days and the employees will only be paid for actual hours of training time, provided that employees shall be paid for a minimum of four (4) hours at the overtime time rate for each training session.

9.6 OVERTIME - Except in cases of emergency all overtime, defined as time worked in excess of a "regular work relief" or a "regular work week" must be authorized in writing by the officer in charge of the relief. All officers shall be required to work emergency or unscheduled overtime when requested, unless excused by the officer in charge.

Planned overtime, which is defined as assignments to parade duty, Christmas traffic duty, election details and other scheduled events shall be assigned to officers on a voluntary basis. If insufficient officers volunteer within five (5) calendar days of the scheduled event then assignments shall be made to regular officers first, in inverse order of seniority, and reserve officers second, as needed.

Officers who volunteer for overtime for planned events must notify the department at least forty-eight (48) hours in advance of the scheduled event if the officer will not be able to perform the planned overtime. Failure to notify the department at least forty-eight (48) hours in advance shall require the officer to perform the scheduled overtime.

9.7 Any employee who fails to appear for emergencies or for planned overtime shall be subject to corrective disciplinary action.

### ARTICLE 10 HOLIDAYS

10.1 The following days shall be paid holidays for the bargaining unit members:

New Years' Day

Labor Day

Martin Luther King, Jr. Day

President's Day

Columbus Day

Juneteenth

Veteran's Day

Memorial Day

Election Day

Independence Day

Thanksgiving Day

Christmas Day

Fast Day

- 10.2 Employees shall be compensated for the above holidays in lieu of being allowed time off on holidays. Such compensation shall be at straight time pay of one- fifth (1/5) of a regular week's pay.
- 10.3 Those employees who are assigned on a straight work week Monday through Friday on day shifts shall, whenever applicable, be allowed time off on the above holidays. In such instances, the employee shall receive his regular pay and shall not receive additional pay in lieu of the holiday.
- 10.4 If a holiday occurs within an employee's scheduled vacation period, the employee shall be given an extra day's pay.
- 10.5 For the purpose of this Article, the holiday shall be the twenty-four (24) hour period commencing at 12:01 AM of that day.
- 10.6 Longevity steps shall be included in the payment for holidays, which are paid for in lieu of employees being allowed time off.

#### 10.7.1

Bargaining unit members, except parking control officers, will be paid twice a year on the basis of the pay rate that was in effect on the date of the holidays involved. Payment will be made each year in the first pay period of June, to include New Year's Day, Martin Luther King, Jr. Day, Fast Day, President's Day and Memorial Day. The second pay period shall be the first pay period of December, including all remaining holidays. The Christmas holiday shall be paid in the employees' regular check following Christmas Day.

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

### ARTICLE 11 VACATIONS

- 11.1 Effective on date of ratification employees in the Bargaining Unit shall be entitled to paid vacations as follows:
  - (A) Accrual rate for two (2) calendar weeks begins on date of hire.
  - (B) Accrual rate for three (3) calendar weeks begins at the beginning of six (6) years of continuous service.
  - (C) Accrual rate for four (4) calendar weeks begins at the beginning of ten (10) years of continuous service.
  - (D) Accrual rate for five (5) calendar weeks begins at the beginning of fifteen (15) years of continuous service.
  - (E) Accrual rate for six (6) calendar weeks begins at the beginning of twenty (20) years of continuous service.

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

Maximum accrual for 10 years of service is 320 hours Maximum accrual for 15 years of service is 400 hours Maximum accrual for 20 years of service is 480 hours

- 11.2 Employees serving an initial probation period accrue vacation, but are not eligible to use vacation during the first six months of employment. Such probationary employees are not entitled to any vacation benefits if terminated during the initial six-month period.
- 11.3 Employees shall become eligible for earned vacation after six (6) months of continuous service.
- 11.4 When an employee terminates his employment with the Manchester Police Department for any reason except as specified in Section 11.2 above, he/she shall be \_compensated for all earned vacation time to a maximum of 400 hours.
- 11.15 Selection of vacation periods shall be by seniority. However, no vacation period shall extend beyond two (2) weeks until every eligible police officer shall have had an opportunity to have a two (2) week vacation, except at the discretion of the Chief.
- 11.6 SELECTION OF VACATIONS. Vacation selection shall occur two times per year with each vacation pick to coincide with shift picks as specified in article 8.3(B) SHIFT BY SENIORITY. The two vacation periods will be as follows:
  Summer Vacation will be considered May 01 thru October 31. Winter Vacation will

be considered November 01 thru April 30. The summer vacation pick will take place after the start of the January shift selection and the winter vacation pick will take place after the start of the September shift selection. All officers must make their vacation selections no later than 24 <a href="https://doi.org/10.1007/journal.org/10.1007/jou

If any officer fails to pick his/her vacation within the 24-hour time limit, that officer will be passed over for selection. Officers who were passed over or officers who elected to be passed over will be allowed to select a vacation slot at any time as long as no officer who has already picked is bumped.

The initial selection period for picking vacations by seniority will be for <u>21 calendar days</u> from the first day of the January shift change and the first day of the September shift change.

11.7 SINGLE VACATION DAYS. Effective August 3, 2004, the Department will continue its practice of allowing employees to take single vacation days at its discretion. In addition, each employee shall be entitled to take one (1) guaranteed single vacation day per fiscal year, even though this day does result in overtime.

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

### ARTICLE 12 EXTRA DETAILS

- 12.1 An extra detail shall be defined as that duty performed by an off-duty police officer for an employer other than the Manchester Police Department for which payment is not made directly from the Manchester Police Department payroll and will include those duties required by statute or ordinance and those duties for which requests are made to the Manchester Police Department. Members of the bargaining unit will have a right of first refusal, to all details performed within the City of Manchester.
- 12.2 Personnel performing extra details shall at all times be governed by the rules and regulations of the Manchester Police Department in effect at the time the work is performed.
- 12.3 Personnel desiring extra details shall submit their names in writing to the Chief of Police or his designee for placement on the extra details roster. Personnel desiring to withdraw their names from the extra detail roster shall do so in writing to the Chief of Police or his designee. Personnel who have so withdrawn may, at any time, apply for reinstatement.

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

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

- 12.6 If a question arises over use of sick leave or recurring injuries by an individual whose name is on the extra detail roster, action may be taken by the Chief of Police or his designee to have him disqualified from performing extra details.
- 12.7 Personnel on the extra detail roster shall not be assigned or allowed to take more than twenty-four (24) hours, combined, of extra details, planned overtime and/or special details in any work week. Court appearances, emergency overtime and training overtime shall not be included for the purpose of calculating this twenty-four (24) hour limit.
  - During peak detail season from May 1 to December 1 the detail cap will be raised to 30 hours per week. Emergency overtime, Training, and Court Time will not be included in the cap. The definition of emergency overtime is overtime work in a division to fill a regular or mandatory work assignment.
- 12.8(A) Effective July 1, 2022, the hourly rate for an extra duty detail will be set at \$53.68 (pensionable) or \$64.16 (non-pensionable) per hour or any fraction of an hour with a minimum of four hours including for scholastic events. Effective July 1, 2023, the hourly rate for an extra duty detail will be set at \$61.00 (pensionable) or \$71.00 (non-pensionable) per hour or any fraction of an hour with a minimum of four hours including for scholastic events.

The rate of pay for establishments serving alcohol after midnight and mandated by the Department to hire a detail for that event will be one and one-half (1.5) times the normal rate of Yarger-Decker salary schedule Grade 18 Step 13, plus twelve dollars (\$12.00) per hour.

Any hours worked in excess of eight (8) hours on details shall be compensated for at one and one half (1.5) times the Extra Details rate as described above.

Extra details performed on Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be paid at double the normal Extra Detail hourly rate as described above. Extra Details performed on Thanksgiving Day, Memorial, July 4<sup>th</sup>, and Labor Day shall be paid at double the normal Extra Detail hourly rate as described above, except for City athletic events. The rate of pay for Extra Details in cases of declared strikes (company requests police presence during a labor dispute) shall be one and one half times the normal Extra Details rate as specified above. It is expressly understood and agreed that declared strikes, by location, may be deemed priority Extra Details and must be filled before any other Extra Details.

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

- 12.8(B) As a consideration for the Police Department to continue to administer the Extra Details program the MPPA Bargaining Unit agrees to the following method of payment for the program: an administrative fee of one dollar and seventy cents (\$1.70) per hour of extra detail worked shall be returned to the Police Department for the purpose of administering the extra detail program. Such fee, plus an amount sufficient to cover the City's retirement contribution shall be withheld prior to payment to the officer working the extra detail. In addition, the City shall deduct the proper amount, to cover the employee's share, from the earnings paid to the bargaining unit member for the extra detail work, and shall make payments to the employees' retirement system.
- 12.8(C) Subject to approval of the Finance Director of the Administrative procedure required in this section, one dollar (\$1.00) from the payment for each extra detail hour worked shall be placed in a revolving fund. This fund shall be used for the pre-payment to officers for extra details pending payment by the contractors. This fund shall be administered jointly by the Police Department and the Finance Department. Payment of \$1.00 per extra detail hour worked shall be made until June 30, 1999, at which time an accounting of the fund will be made. During such period the officer shall be paid in accordance with Section 12.8(B) (with exceptions as noted). The City shall receive \$1.70 per hour and the Revolving Fund shall receive \$1.00 per hour. On June 30, 1999 the payment into the Revolving Fund shall cease and the officer shall receive one additional dollar per hour. The Revolving Fund will be maintained thereafter by the re-payment of pre-paid extra details as the officers receive

payment from the contractors.

As soon as practicable, with the implementation of the new computer system, the Police Department agrees to provide the Association with a quarterly accounting of the revolving fund. Additionally, the Association's representative may arrange to review the revolving fund during normal business hours. The Association reserves the right, at its own expense, to have an annual audit prepared by a certified public accountant. The Association acknowledges that the City has sole responsibility for administering the extra detail program.

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

In the event the Revolving Fund is dissolved then any remaining funds shall be paid into the Police Relief Association Fund for use by such Association.

- 12.8(D) The administration costs shall include the salary and fringe benefits costs of the individual who handles the Extra Work assignment and bookkeeping functions, overhead costs which are a direct cost to the employer and the cost of Workers' Compensation Insurance.
- 12.8(E) In addition to the above administrative costs the MPPA Bargaining Unit members agree that if in the future the City is required to make payments into any other retirement system or Unemployment Compensation fund on the earnings paid to bargaining unit members for Extra Detail work then the hourly rate shall be increased to cover the City's actual costs for such retirement and/or Unemployment Compensation costs. If the hourly rate is to be increased more than \$.50 per hour, then such increase shall be negotiated with MPPA. Such retirement and unemployment compensation payments shall be deducted from monies owed to the individual participant from funds collected from the employing agencies.
- 12.9 Reserve Police Officers shall not be utilized by the Chief of Police for extra detail assignments as long as regular full-time Manchester Police Officers are available, except for election details as established by Article 9, Section 9.5.
- 12.10 Personnel on the extra detail roster shall submit on the required form the date, place, name of employer, starting and finishing time and the amount of money paid or due them for such details. Personnel will not perform such extra details on either a voluntary or paid basis without having such extra details recorded in the extra detail book and must complete the required form even though the extra detail was a voluntary non-paid basis.
- 12.11 Work being performed for any Funeral Director shall not be deemed that an individual is performing as a police officer and the performance of such work shall not be subject to the provisions of Article 23, Section 23.6, of this Agreement.

- 12.12 Disputes arising out of any of the foregoing sections, other than Section 12.5, may first be settled in an informal manner. Failing adjustment informally, such disputes may be subject to the Grievance Procedure (Article 7) of this Agreement. No grievance shall be filed for redress of monetary claim against the City of Manchester or Police Commission.
- 12.13 Subject to review and approval of this section by the City Solicitor funds owed to Police Officers as payment for Extra Details performed which are owed in excess of sixty (60) calendar days will be referred to the City Solicitor's Office for assistance in collecting such funds.
- 12.14 Extra Details for traffic control specified in the Manchester, New Hampshire Code of Ordinances § 70.07 Departmental Authorities and Responsibility shall endure regardless of the expiration of this Agreement and/or state or local legislative changes.
- 12.15 Effective July 1, 2019, .25 of the hourly Extra Detail rate shall be placed in a revolving fund for the purchase and replacement of police equipment. Effective July 1, 2020, .50 of the hourly Extra Detail rate shall be placed in a revolving fund for the purchase and replacement of police equipment. To the extent funds are available, each member shall be allotted up to \$100/yr. for approved purchases.

### ARTICLE 13 SALARIES

- 13.1 Effective July 1, 2022, the Salary Schedules shall be increased by three percent (3.0%).
- 13.2 Effective July 1, 2023, the Salary Schedules shall be increased by four percent (4.0%).
- 13.3 Effective July 1, 2024, the Salary Schedules shall be increased by four percent (4.0%).
- 13.4 Effective July 1, 2025, the Salary Schedules shall be increased by three percent (3%).
- 13.4.1 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.
  - 13.5 Outstanding performance evaluation bonus payments will cease, effective on date of ratification.
  - 13.6.1 Employee appeals on their annual performance evaluation will be according to the process mutually agreed to by the Union and the City. See Appendix B.

- 13.6.2 Employees being promoted from one grade to a higher grade shall be placed on the lowest step of the new grade, which will provide for a minimum of a ten-percent (10%) increase in salary.
- 13.7 Employees who have attained the requirements for the achievement grade (A-Step) associated with their positions will be placed on the corresponding step on the achievement grade in accordance with the following mutually agreed provisions as detailed on attached Appendix A to this agreement.
- 13.8 Effective July 1, 2016, all parking control officers will receive a one (1) labor grade adjustment upward. The adjustment shall be step for step. Thereafter new hires will enter the system at the higher labor grade (LG12).
- 13.9 Employees who are designated as Field Training Officers by the Chief of Police or designee shall receive a ten percent (10%) increase in their hourly pay rate for such hours when they are performing field training duties.
- 13.10 In recognition of the need to care, feed, groom and exercise the canine on a regular basis (on and/or off duty), the handler will be compensated one hour of pay at the overtime rate for each week of the assignment. Further, and unless otherwise directed by their supervisor, canine officers shall be allowed to come in from duty 30 minutes before the end of shift to maintain the canine and any assigned vehicle.
- 13.11 In accordance with the practice that dates back to 1999, Special Weapons and Tactical unit (SWAT) officers who are required to respond to such incidents shall be compensated by the Department in the amount of twenty-five dollars (\$25.00) per week in availability pay. Only members who are actually assigned to a regular and active team shall be eligible for this compensation. Compensation ends when a member is removed or otherwise leaves such team.

#### ARTICLE 14 LONGEVITY

14.1 Effective July 1, 2010 or date of ratification whichever is later. 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.

# ARTICLE 15(A) SICK LEAVE ACCRUAL AND PAYMENT

- 15.A.1 All employees of the Manchester Police Department who have satisfactorily completed six (6) months of continuous employment shall be entitled to paid sick leave which shall accrue at the rate of one and one-quarter (1 1/4) work days with pay for each completed month of service. Accrual shall include the probationary period. Effective July 19, 2022, unused sick leave may be accumulated up to a maximum of one hundred twenty (120) work days.
- 15.A.2 Any employee eligible for sick leave with pay may use such sick leave for absence due to his or her illness or injury. The employee may use sick leave for the illness injury of a spouse, child or blood relative when FMLA is approved. The employee may also use sick leave for a ward residing in the same household when FMLA is approved.
- 15.A.3 Employees shall be required to substantiate sick leave usage in excess of three (3)days with a letter from a qualified physician. In case of chronic absenteeism or if the Chief has reason to believe that an employee is abusing his/her sick leave, he shall give a written warning. If the abuse continues, the Chief may request a doctor's certificate for each period of illness.
  - If, after a written warning has been issued, there is a substantial improvement in the employee's sick leave record for twelve (12) months, the written warning shall be removed from the employee's record.
- 15.A.4 Effective on July 19, 2022, when an employee terminates his employment with the Manchester Police Department, all sick leave credits shall be cancelled, except in cases of retirement, duty disability retirement or death. In such cases accrued sick leave shall be payable to the employee or his/her designated beneficiary, provided, however, that payment shall not exceed eighty (80) days of pay. Notwithstanding the foregoing, employee separating from employment shall receive the benefits set forth in City Ordinance 33.081 (G) in effect as of the date of ratification.

Effective on July 1, 2010, or the date of ratification of this Agreement, whichever comes sooner, when an employee terminates his/her employment with the Manchester Police Department due to death, paid retirement or duty disability retirement, all accrued sick leave up to a maximum of eighty (80) days, plus one-quarter (1/4) of the balance of the days accrued over eighty (80) but not more than one hundred twenty (120) days shall be payable to the employee or the designated beneficiary.

#### ARTICLE 15(B) SICK LEAVE BANK

long-termed disability due to illness or non-service connected injury, is hereby established. The operation of such sick leave bank shall be subject to the rules and guidelines set forth in this Article.

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

15.B.2 SICK LEAVE BANK ADMINISTRATION. In order to provide for representation for members of the MPPA and the Manchester Association of Police Supervisors the Sick Leave Bank shall be administered by four members of the Department, two to be appointed by the Union Board of Stewards, one by the Police Commission and one by the Executive Board of the Manchester Association of Police Supervisors and shall hereinafter be called the "Administrative Committee" or the "Committee". Committee members shall be appointed in the following manner: One for one year, one for two years and two for three years; and upon expiration of each of these terms one member shall be appointed each year to serve a term of three years. Vacancies, when they occur, shall be filled by appointment in the same manner as the original appointments and shall be for the entire remaining term so filled.

The original appointee of the Police Commission shall be for a one-year term and subsequent appointments shall be for three year terms. One appointee of the MPPA shall be for one year and one appointee shall be for two years and subsequent appointments shall be for three year terms. The appointee for MAPS shall be for a three-year term and subsequent appointments shall be for the three year terms. The Committee shall select one of its members as Chairman by a majority vote, at the first meeting in January of each year, who shall serve a one-year term.

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

15.B.3 SICK LEAVE BANK MEMBERSHIP. Each member of the Manchester Police

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

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

- (a) Probationary employees will be admitted to membership providing they shall have fulfilled the requirements set forth in Article 15.A.1 of this Agreement.
- (b) Full-time employees having less than 30% of their accumulated sick leave days' 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, except those with less than one year of service with the department, shall have not less than fifteen (15) days of accrued sick leave as of the date of their application for membership. An employee whose sick leave balance falls below fifteen (15) days of accrual due to recent illness or injury may be admitted at the discretion of the Committee.

Employees whose sick leave falls below fifteen (15) days after they are admitted for the Sick Leave Bank, where the usage of sick leave was not the result of extended illness or injury, shall have their membership status reviewed by the Committee.

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

- 15.B.6 ADMINISTRATIVE OVERSIGHT In the event the Board of Police Commissioners or the Chief of Police questions a recipient's eligibility to receive benefits from the Bank, the Board of Commissioners or the Chief may require of the Administrative Committee and the employee proof of such eligibility as well as a physician's certified report of the disabling illness or injury of the recipient.
- 15.B.7 This Article or any Section thereof may not be amended except through the collective bargaining process or mutual written agreement of the parties concerned by law in that process.

# ARTICLE 15(C) INCENTIVE FOR NON-ABUSE OF SICK LEAVE

- 15.C.1 Members of the bargaining unit will be eligible for two (2) days of Personal Leave per year, or payment in lieu of taking personal leave, provided they are determined to not have misused or abused their sick leave privileges during the preceding twelve months.
  - (A) At twenty 20 years of service, bargaining unit members are eligible for three (3) days of Personal *Leave* per year in accordance with the provisions of this article. At twenty-five (25) years of service bargaining unit members are eligible for four (4) days of Personal leave per year in *accordance* with the provisions of this article.
  - (B) A bargaining unit member may receive payment in lieu of taking Personal Leave to a

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

- (C) Personal Leave may accrue to a maximum accrual of six (6) days; no more than six (6) Personal Leave *days*, including payment in lieu of taking Personal Leave, can *be* taken within one calendar year.
- 15.C.2 The determination whether or not employees have misused or abused their sick leave privileges will be made by the Sick Leave Bank Administrative Committee.
- 15.C.3 Standards and procedures to determine sick leave misuse or abuse will be established by the Sick Leave Bank Administrative Committee, subject to approval by the signators to this Agreement.
- 15.C.4 This Article or any Section thereof may be amended through the collective bargaining process or mutual agreement of the parties concerned by law in that process.

#### ARTICLE 16 BEREAVEMENT LEAVE

16.1 Any employee shall be excused from work for not more than five (5) working days, not to include regularly scheduled days off, because of death in the immediate family and shall be paid his/her normal rate of pay for the scheduled hours missed.

Immediate family shall mean:

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

- 16.2 Under extenuating circumstances, five (5) additional days with pay, for the purpose of attending the funeral, may be granted under Sections 16.1 and 16.3 with written approval of the Department head; such days to be charged to the employee's accrued sick leave.
- 16.3 Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of an Aunt, Uncle, Brother-in-law or Sister-in-law.
- 16.4 Under no circumstances shall bereavement leave be paid on an overtime basis.

#### ARTICLE 17 CLOTHING AND UNIFORMS

- 17.1 The City will provide the required uniforms for the Police Department Bargaining Unit members. Simultaneously the uniform allowance for uniformed personnel shall be discontinued;
- 17.2 The City will provide for the dry cleaning of uniforms and the Officers' civilian clothes, at a vendor of the City's choosing, but not to exceed \$300.00 per Officer per year effective on the date of ratification; and further provided the cleaning of winter jackets shall be included in the above amounts allowable per year; such cleaning of winter jackets shall be at the discretion of the officer, but subject to the requirements of the department.
  - Effective July 1,2008, the provision for cleaning maximum shall increase to \$325.00 per employee per year.
- 17.3 Provided, further, the City shall review the issuance of uniforms no later than June 30 of each year, at which time the City retains and reserves the right to discontinue providing uniforms, and if such action is taken by the City, the Department will revert to the payment of an allowance for the Bargaining Unit members to purchase and clean their uniforms, such allowance to be the subject of negotiations with the Union at the time of such reversion.
- 17.4 Provided, further, that upon the effective date of the City's providing uniforms to Bargaining Unit members all issued uniforms, or parts of uniforms, shall be the property of the City and shall revert to the City upon the separation of an employee from the Police Department.
- 17.5 Members of the bargaining unit who are assigned to duties requiring the wearing of Civilian Clothes will receive semi-annual payments of \$150.00 as an allowance therefore in addition to being issued uniforms and will be entitled to have said civilian clothes cleaned in accordance with Section 17.2 by the contractor selected by the City for the cleaning of uniforms. Effective July 1, 2000, the provision for clothing allowance shall increase to \$200.00 semi-annually. Members assigned to Street crime will be ineligible for civilian clothing allowance.
- 17.6 An Administrative Committee composed of one MPPA representative, one MAPS representative and one Administrative representative shall be established to review each case of civilian clothes and personal belongings destroyed in the line of duty. Guidelines will be established by the Administrative Committee, subject to approval by the Police Chief, for determining replacement values. The Committee shall submit such reports and recommendations to the Police Chief. The Police Chief shall have the final decision in such matters and such decision shall not be subject to the Grievance Procedure contained in this contract.

### ARTICLE 18 COURT TIME

- 18.1 Effective July 1, 2010 bargaining unit members who are called in during off-duty hours for court appearances pertaining to their official duties, including DCYS hearings, DMV hearings, depositions and civil cases, shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate including longevity with a minimum payment of three (3) hours at time and one half (1 1/2).
- 18.2 Effective July 1, 2010 bargaining unit members who are held over from their shift for court appearances pertaining to their official duties, etc., shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate including longevity, for all time actually worked in excess of their scheduled shift.
- 18.3 In return for the payments under sections 1 and 2 above, the bargaining unit member shall remit the court witness fee to the City Treasury.
- 18.4 The parties agree to cooperate to maintain a list showing when officers are on vacation. \*
  Officers will be responsible to advise the Department of vacations at least sixty (60) days in advance. The Department will make a good faith effort to avoid officers being subpoenaed while on vacation. However, since the Department does not control the issuance of subpoenas, if an officer is subpoenaed while on vacation the matter shall not be grievable.

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

#### ARTICLE 19 SENIORITY

- 19.1(A) Seniority for employees covered by this Agreement shall be defined as the period of employment with the Manchester Police Department in the work covered by this Agreement. Probationary employees shall have no seniority, but upon satisfactory completion of the probationary period shall have their names added to the seniority list from the date of employment as probationary employees.
- 19.1(B) Effective July 1, 2010 an employee of the Police Department who is assigned or promoted from a non-uniformed status (not sworn) to a uniformed (sworn) status, such employee shall be placed at the bottom of the seniority list as a sworn officer; provided, however, incumbents in Police Officer positions who were promoted, transferred or assigned from non-sworn positions and who were credited with prior seniority status shall retain such seniority rights.
  - 19.2 Whenever more than one person starts employment in the department on the same day, they shall draw lots to determine seniority status on the seniority list.

- 19.3 Seniority shall not be broken by vacations, paid sick time, jury duty, suspension or any authorized leave of absence or military duty.
- 19.4 Employees who resign voluntarily or who may be discharged for just cause shall lose all seniority; provided, however, that employees who resign in good standing and who are returned to duty before the expiration of one (1) year shall regain their seniority provided, however, that the period of separation will not count for or entitlement to benefits based on length of service.
- 19.5 Seniority shall not give any employee the right to choose his/her assignment or his/her job since it is recognized that these factors are a part of management's inherent rights and any dissatisfaction with assignments, etc., shall not be subject to the grievance procedure. However, the Commission will give consideration to seniority in making assignments that are not promotional.
- 19.6 Whenever a senior employee feels he/she has been by passed for an assignment, he/she may request and be entitled to an explanation.
- 19.7 LAYOFF PROCEDURE The following layoff procedures shall be confined to the members of the bargaining unit:
  - (A) In the event of a layoff probationer employees shall be laid off first. The order of layoffs of probationers shall be determined by the Chief.
  - (B) The order of layoff of regular employees with less than 4 years of service shall be based on job performance, absentee record and seniority.
  - (C) Regular employees with four or more years of service shall be laid off in inverse order of seniority, with the least senior employee laid off first.
  - (D) Exceptions may be made by the Chief to the order of layoffs as outlined in Sections (A), (B) and (C) above to maintain Affirmative Action goals for minorities and females.

#### ARTICLE 20 HOSPITAL/MEDICAL INSURANCE PAYMENT

- 20.1 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.
- 20.2 Bargaining unit member hired before July 1, 2019, may select either the HDHP coupled with an HSA or the Access Blue New England Site of Service HMO 250.
- 20.3 Bargaining unit member hired on or after July 1, 2019, 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.

- 20.4 For unit members hired prior to February 7, 2012, the City will pay eighty-four percent (84%) of the eligible premiums.
- 20.5 For unit members hired on or after February 7, 2012, the City will pay eighty percent (80%) of the eligible premiums.
- 20.6 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. The City agrees not to change the amount of the contribution (\$1,500/\$3,000) to the HSA prior to reaching agreement on a successor agreement.
- 20.7 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.
- 20.8 It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers or become self-insured, provided that there is no significant decrease in overall benefits.
- 20.9 The City shall provide all bargaining unit members a Northeast Delta Dental plan equivalent to other City employees having such a benefit with a yearly maximum of \$1,500.00. The City shall pay eighty-five (85.0%) percent of each monthly premium for the entire year for the coverage selected by each employee. The City agrees to

provide coverage under Delta Dental Insurance Plan Coverage A, B, and C as set forth in Appendix D attached hereto and made part of this Agreement. The City shall pay an amount not to exceed eighty-five percent (85.0%).

20.10 The City will make available up to five (5) slots on the payroll for deductions requested by the Employee, provided the entity will accept electronic transfers. The City will not discriminate in the uses of these payroll deduction slots. All members of the bargaining unit shall be entitled to Full participation in the City's Employee Assistance Program (EAP). The parties agree that if the EAP is terminated by the city that this benefit will lapse.

## ARTICLE 21 TEMPORARY DUTY IN HIGHER RANK

21.1 Any bargaining unit member required to perform the duties of an officer of a higher rank for one (1) continuous work week, except for training purposes, shall be compensated at the rate of pay for said rank in accordance with Section II, paragraph (E) of the Compensation Ordinance.

### ARTICLE 22 JOINT SAFETY COMMITTEE

- 22.1 A joint Committee shall be formed by the Commission, the MPPA and the Manchester Association of Police Supervisors which shall meet once a month, or more often by mutual agreement of the parties, to review and recommend safety and health conditions and to discuss matters of mutual interest and benefit pertaining to safety and health conditions. Said Committee shall consist of one individual appointed by the Police Commission, one individual appointed by the Manchester Association of Police Supervisors and two members appointed by the MPPA.
- 22.2 The MPPA and MAPS appointees shall attend the meetings without loss of pay or benefits when such meetings occur during the regular working hours of the employee.
- 22.3 Each member of the Committee shall be a permanent member for the duration of this Agreement and an Alternate shall be named for each; provided, however, the permanent members shall attend whenever possible.

#### ARTICLE 23 MISCELLANEOUS

- 23.1 The administration agrees to permit representatives of the MPPA to have reasonable access to Manchester Police Station, subject to security regulations, provided that any such representative notifies the Chief of Police or his designee of the reason for his/her presence when he/she arrives and exercises care not to interfere with the performance of duties assigned to employees.
- 23.2 The administration agrees to provide suitable space for a bulletin board to be used for Union announcements, notices, social events and other such non-controversial matters. The Union agrees to provide the Chief with a copy of all notices to be posted. The bulletin board space shall not include advertising, political matter or any kind of literature other than herein provided.
- 23.3 The Commission will annually furnish the Union with a seniority list showing the names of all employees in the bargaining unit.
- 23.4 The Union agrees to furnish the Commission with a list of MPPA officials and to keep said list up to date.
- 23.5 One local official shall be allowed to attend the MPPA monthly meeting without loss of pay or benefits if said meeting occurs during the officer's regular tour of duty.
- 23.6 Officers may be employed on their off duty hours up to a maximum of twenty-four (24) hours in any one work week. The Police Department shall be considered the primary employer and when a callback order is issued by the Department, any employee must immediately respond. It is mandatory that the employee notify the Chief of Police or his designee, in writing, as to the name of the employer, the location of employment, a description of the type of work being performed, the work hours scheduled, the days of the week involved and any changes in his/her work or work schedule. If injured in the performance of this off-duty work, he/she must submit a detailed report of such injury. No officer shall be allowed to accept and continue employment without the express knowledge of the Chief of Police or his designee who shall have the sole right to determine whether a conflict of interest exists or whether the work is in the best interest of the department and the City of Manchester.
- 23.7 An individual's personnel folder shall be available to that department member upon request at reasonable times for inspection and review, provided, however, any such inspection or review shall be conducted in the presence of the Chief or his designee. Excluded from inspection and review are personal and business references obtained prior to employment. No item shall be removed from an individual's personnel folder, except by mutual agreement of the individual and the Chief of Police or his designee.
- 23.8 REMOVAL OF REPRIMANDS All written reprimands shall be removed from an

employee's personnel folder after twelve (12) months, provided the employee has satisfactorily corrected the nature of the reprimand and there have been no additional reprimands issued during the twelve-month period. The employee will be notified when a reprimand has been removed from his/her personnel folder.

- 23.9 OFF DUTY HANDGUNS. Off duty officers will be allowed to carry semiautomatic handguns, provided they attend training and become certified with such handguns. The officer shall be responsible to provide for ammunition and any other costs associated with training and certification. Training shall be done during off duty hours and officers shall not be entitled to any pay for such training.
- 23.10 INDEMNIFICATION. The City of Manchester currently purchases liability insurance and/or self-insures 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 the 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, acting within the scope and authority of their offices, are covered under the liability insurance and the indemnification for the deductible amount of the liability coverage which are currently in effect.

- 23.11 The City agrees that for the safety of the parking control officers any tickets or documents issued by a parking control officer will not have any identifying marks or representation of an individual parking control officer that is recognizable by the general public. This does not prohibit the City from creating a system of accountability for the issuance of ticket, including badge numbers, provided the public cannot identify the individual parking control officer on the face of the ticket.
- 23.12 The Parties acknowledge that the City has the right to require employees to wear body cameras and to record video in the line of duty. Once the City decides on the specific cameras system and a schedule for implementation, the Parties shall engage in impact bargaining as required by law.

## ARTICLE 24 MEDICAL EXAMINATIONS

24.1 It shall be the responsibility of each member of the Manchester Police Department to keep

himself/herself in the proper physical condition to enable him/her to carry out the normal functions of a Police Officer. Employees shall be required to take a physical examination every year and meet the physical standards as established the Joint Safety Committee referred to in Article 22. An employee may be required to take a physical examination more frequently if deemed necessary by the Chief of Police. Failure to maintain oneself in the prescribed physical condition may subject an employee to disciplinary action, including dismissal.

However, any disciplinary action, including dismissal, as a result of said physical examination shall be subject to review under the Grievance Procedure of this Agreement.

### ARTICLE 25 RULES AND REGULATIONS

25.1 The Rules and Regulations of the Manchester, New Hampshire, Police Department which are now in effect or as may be amended by the Police Commission shall be the prime governing factor in the conduct and actions of all police officers and every police officer shall be thoroughly conversant with them.

#### ARTICLE 26 NO STRIKE CLAUSE

- 26.1 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, "sick-in", "sick- out", slowdown or withholding of services to the City of Manchester.
- 26.2 The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services of the City of Manchester.
- 26.3 In the event of a strike, work stoppage, slowdown or withholding of services to the City of Manchester any employees participating in the same shall be subject to disciplinary action, including immediate dismissal.

## ARTICLE 27 EDUCATION INCENTIVE REIMBURSEMENT POLICY

- 27.1 The City will reimburse employees for approved courses, which are in accordance with the established procedures of the Department and the City, on the basis of 75% of the cost of tuition, books and materials to a maximum of \$1000.00 per fiscal year provided, however, the City will not reimburse an employee for a course or courses and books or materials which are paid for through Federal or State Programs.
- 27.2 Courses must be approved in advance by the Department Head concerned as meeting the requirement that such course is related to the employee's job or is part of a career

- development program. Approval must be obtained through the Human Resources

  Department for payment for the course in accordance with the established procedure.
- 27.3 Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available. The total amount expended for Tuition Reimbursement for Bargaining Unit members shall not exceed twelve thousand (\$12,000.00) Dollars.

### ARTICLE 28 CRITICAL INCIDENT PAY

28.1 In recognition of the increasingly hazardous working conditions, including but not limited to, the proliferation of violence against police officers, increased frequency of critical incidents, and the heroin and other illegal drugs epidemic, each sworn officers and animal control officers shall receive an additional forty (\$40) dollars a week as critical incident/hazardous duty pay effective January 1, 2017. The critical incident/hazardous duty pay shall be increase to \$50 per week effective January 1, 2018.

#### ARTICLE 29 LIFE INSURANCE

- 29.1 Effective July 1, 2010, 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 within sixty (60) calendar days after retirement or resignation for health reasons.
- 29.2 The City reserves the right to obtain insurance coverage for the above amounts, and reserves the sole right to select such insurance carrier.

#### ARTICLE 30 DURATION

#### TERMINATION AND RENEWAL

- 30.1 This agreement shall be in full force and effect and remain in full force and effect from July 1, 2022, to and including June 30, 2026, 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.
- 30.2 Where no such cancellation or termination notice is served and the parties desire to continue said

Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) calendar days prior to June 30, 2022, advising that such party desires to revise or change terms or conditions of such Agreement, and which, terms and conditions are desired to be renegotiated.

#### ARTICLE 31 HEALTH BENEFITS AND SALARY INCREASES

- 31.1 Should, subsequent to January 1, 2012, any other bargaining unit within the City of Manchester, New Hampshire negotiate health care benefits set forth in paragraph 20.1 of this agreement which are more favorable that the health care benefits contained in paragraph 20.1, 20.1 A and 20.6, the Manchester Police Patrolman's Association shall be entitled to receive the more favorable benefits.
- 31.2 Should, subsequent to January 1, 2012, any other *bargaining* unit within the City of Manchester, New Hampshire negotiate Salary Schedule increases for the years set forth in paragraphs 13.3.2 and 13.3.3 of this agreement which are more favorable than the Salary Schedule increases contained in paragraphs 13.3.2 and 13.3.3, the Manchester Police Patrolman's Association shall be entitled to receive the more favorable Salary Schedule increases for those years.
- 31..3 In recognition of prior service any bargaining unit member with twenty years of service that were hired before June 30, 2009, of which ten (10) must be with the City of Manchester, who retires after July 1, 2017 will be paid a severance benefit of \$10,000. Employee hired after June 30, 2009, shall only be entitled to a \$7500 severance benefit. The City may withhold from this benefit such amounts that are necessary for contributions to the New Hampshire Retirement System.

For MPPA	City Negotiating Team
Print Name: Kyce DALY	Print Name Asst. Chief Steve Mangone
Print Name JE Kungh	Print Name
Date: 9/13/22	Date: 9/14/22

### APPENDIX A QUALIFICATIONS FOR ACHEIVEMENT STEPS

MPPA Contract 7/1/2022 – 6/30/2026

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

Upon ratification of the contract members with Post-Secondary Education (degrees +) will carry forward through the ranks as outlined in Appendix A.

Bargaining unit members who attain any of the following shall be deemed to have achieved the "A-STEP."

Any certification or experience in a specialized area that brings added benefit to the assigned duties of the member's position (as solely determined by the Chief of Police).

#### Police Officer:

- An Associate's Degree or higher in, Criminal Justice; Social Services; Business
  Management/Administration; Public Administration or Medical Sciences, i.e., RN, P.A.,
  Paramedic, EMT (All employees currently having the EMT A-Step shall retain such AStep whether or not licensed by the State of New Hampshire or by any other agency. New
  EMT's, after August 3, 2004, must be licensed by the State of New Hampshire).
- Certified Polygraph Examiners
- Certified Accident Reconstructionist
- 30 Continuing Education Units (CEU) from the NH Police Standards and Training Council or equivalent organization. [Courses required for Police Officers Certification shall not count]
- Animal Control Officer I&II:
- An Associate's Degree or higher in, Criminal Justice; Veterinary Sciences; Social Services; Business Management/Administration; Public Administration or Medical Sciences, ie, RN, P.A., Paramedic.
- Or completes (pre-approved) six courses, six workshops or six seminars appropriate to assigned duties.

#### **Parking Control Officer:**

- An Associate's Degree or higher in, Criminal Justice; Social Services; Business Management/Administration; Public Administration or Medical Sciences, i.e., RN, P.A., Paramedic
- or <u>completes (pre-approved) six courses, six workshops or six seminars</u> appropriate to assigned duties.

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

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

categories:

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

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

# APPENDIX B EMPLOYEE DEVELOPMENT APPEALS PROCESS

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

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

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

- An appeals committee shall be comprised of the following representatives:
- Two union representatives appointed by the unions (with two alternates).
- One department head (with one alternate).
- One non-affiliated (with one alternate).
- An independent neutral party to act as tie breaker. This person to be selected through agreement between the City and the unions. If no decision can be reached, the neutral shall be appointed by the P.E.L.R.B. Any costs associated with the neutral party hearing appeals shall be borne half by the City and half proportionally split amongst the unions whose members are appealing. The unions shall not be responsible for any costs incurred in appeal hearings from non-affiliated employees.

The Human Resources Director as non-voting chairman to provide staff resources. Members cannot sit in on appeals where the appellant is a member of the same department or union.

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

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

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

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

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

GRADE				CITY OF MANCHE	STER, NEW HA	MPSHIRE MPPA	AND MAPS UNIO		E - (FY2023) - 3%				
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
GRADE 12 Ex	35,658.09	36,727.80	37,829,63	38,964.52	40,133,50	41,337,47	42,577.64	43,854,92	45,170.61	46,525.75	47,921.46	49,359.13	50.839.90
(7J0) H	17.14	17.66	18.18	18,75	19.25	19,89	20,48	21.12	21.74	22.39	23,04	23.71	24,47
O	25.70	26.49	27,26	28.13	28,92	29,83	30.71	31.68	32.61	33.58	34.56	35.57	36.70
001054045	20 000 44	40.040.64	00 rmo mo										33.0
GRADE 12A Ex (7JA) H	36,903,11 17,73	38,013,34	39,153,73	40,328.30	41,538,12	42,784,29	44,067.82	45,389,84	46,751.55	48,154.12	49,598.76	51,086.59	52,619,31
(74A) n	26.60	18,27 27,40	18.83 28.24	19.40	19.99	20,57	21.20	21.85	22.49	23.17	23,89	24.59	25.30
· ·	20.00	21.40	20.24	29.11	29,99	30.86	31.80	32.78	33.74	34.75	35.84	36.89	3 <b>7.9</b> 5
GRADE 14 Ex	40,824.97	42,049.71	43,311.19	44,610,52	45,948.83	47,327.28	48,747,12	50,209.55	51,715.84	53,267,32	54,865,29	56,511,28	ER 200 62
(7L0) H	19.61	20.21	20.85	21.45	22,07	22.75	23.47	24.12	24.87	25.61	26,39	27.19	58,206.62 28.01
0	29.42	30.32	31.28	32.18	33.11	34.12	35.21	36,18	37,30	35.42	39,59	40.78	42.01
												10172	1201
GRADE 14A Ex	42,253,82	43,521.42	44,827.06	46,171.87	47,557.06	48,983,72	50,453,27	51,966.89	63,525,88	55,131.67	56,785.61	58,489,16	60,243.80
(71_A) H	20.29 30.43	20.94	21,54	22,20	22.88	23,56	24,27	24,99	25.75	26.54	27.32	28.14	28,95
J	\$U.4\$	31,41	32.31	33,30	34,32	35,35	36.40	37,49	38,63	39.81	40.97	42.20	43.43
GRADE 16 Ex	46,740.50	48,142.68	49,586.97	51,074.56	52,606.83	54,185.01	55,810,57	57,484,91	59,209,43	80,985.74	52,815,29	P4 P03 75	60 540 74
(7N9) H	22.48	23,16	23.89	24.59	25.30	26.07	26,84	27,64	28.49	29.36	30,23	64,699.75 31.14	66,640.74 32.06
0	33.72	34.73	35.84	36.89	37.95	39,10	40.26	41.46	42.74	44.05	45.34	46.71	32.06 48.10
									7441	-1-1-00	70.54	40.71	40, 10
GRADE 16A Ex	48,376.40	49,827.69	51,322.50	52,862,23	54,448,05	56,081.50	57,763,98	59,496.88	61,281.81	53,120,21	65,013.84	68,964,21	68,973,17
(7NA) H	23.24	23,96	24,67	25,42	26.19	26.99	27.83	28.62	29.50	30,37	31.29	32.24	33.22
0	34.86	35.95	37.00	38.14	39,29	40.48	41.75	42,93	44.25	45,56	46,93	48.36	49,83
GRADE 18 Ex	53,513.18	55,118,55	56,772,12	58,475.28	60,229.54	62,036,45	63,397,54	65,814.46	67,788.89	50 870 E4	74.047.04	2402474	
(7P0) H	25.74	26.53	27.29	28.10	28.94	29,82	30.74	31.64	32,62	69,822,54 33.83	71,917.21 34.63	74,074.74 35.66	76,296.98
0	38.61	39.79	40.94	42.16	43.42	44.72	46.11	47,47	48.93	50.44	51.94	53.49	38.72 55.08
							,		40.00	00.44	01.04		35.06
GRADE 18A Ex	55,386.15	57,047.69	58,759,15	60,521.95	62,337.56	64,207.71	66,133.91	68,117.97	70,161,52	72,266,32	74,434.33	76,667,36	78,967,38
(7PA) H	26.64	27.42	28,25	29.09	29.98	30,89	31.80	32.77	33,75	34.75	35,78	36,82	37.99
٥	39.96	41.13	42.38	43.64	44.98	46.33	47.70	49.15	50.62	52,13	53.68	55.24	56,98
GRADE 19 Ex	57,259,11	58,976.88	60,746.17	62,568,57	64,445,62	66,379.01	68,370,37	70,421.48	72,534,11	74,710,11	70.054.45	30 000 00	44 6
(7Q0) H	27.52	28.36	29.23	30,08	30.98	31.94	32.89	70,421.46 33,86	72,534,11 34,90	74,710,11 35,93	76,951.43	79,259.99	81,637,78
0	41,27	42.53	43.84	45.12	46.47	47.91	49.34	50.79	52,35	53.90	37,04 55.57	38,14 57,21	39,28 58,92
								2017	02.00	20.50	55.07	37.21	30.52
GRADE 19A Ex	59,263.16	61,041.05	62,872.28	64,758.46	66,701.22	68,702,27	70,763.29	72,886.25	75,072,82	77,324.99	79,644.73	82,034,07	84,495,09
(7QA) H	28.51	29.40	30.25	31.16	32.11	33.03	34.03	35.06	36,12	37.20	38.29	39.46	40,65
0	42.77	44,09	45.37	46.74	48,16	49.55	51.04	52,59	54.18	55,80	57.44	59.19	60.97
GRADE 21 Ex	65,555,92	67,522,60	69,548.29	71,634,74	73,783.76	75,997.30	70 977 90	90 93¢ co	00.044.05	55.505.00	00 404 54		
(7S0) H	31.52	32,45	33,46	34,44	75,765.76 35,48	75,897.50 36,57	78,277.26 37,65	80,825.52 38,77	83,044.28 39,95	85,535.62 41.13	88,101.71	90,744.72	93,467.11
0	47.28	48.68	50.19	51.66	53.22	54.86	56.48	58,15	59.93	61.70	42.36 63.54	43,63 65,45	44.96
					7,00	2 (100	0014	22,10	00.00	01.70	00.04	00.40	67,43
GRADE 21A Ex	67,850.37	69,885.90	71,982,49	74,141.95	76,366.20	78,657.21	81,016,91	83,447.44	85,950,84	88,529.39	91,185.24	93,920,84	96,738,40
(7\$A) H	32.54	33.65	34,65	35.68	36.74	37.86	39.00	40.15	41.37	42.82	43.88	45.20	46,55
0	48.96	50.48	51.97	53.52	55,11	56.80	58.50	80.23	62.06	63.93	65,83	67.80	69.83
GRADE 22 Ex	70,144.85	72,249,16	74,416,62	76 640 40	78 049 69	ps 947 40	00 750 04	00 000 00	00.007.00	04 500 10	n.i.n:		
(7T0) H	33.73	72,249,10 34,74	74,416,62 35.77	76,649.18 36,81	78,948,63 37,97	81,317,13	83,756,81	86,269,30	88,857.39	91,523.12	94,268.81	97,096.87	100,009,77
(3.14)	50.60	54.74 52.12	53,66	55.22	56.95	39.10 58,65	40.25 60.37	41.49 62.23	42,73 \$4.09	44.04	45.34	46.69	48.11
1	55.55	021	30,00	wice	50.55	00,00	ου, <i>ω</i> ε	02.23	54.98	66.06	58.02	70,03	72.16
GRADE 22A Ex	72,699,92	74,777.93	77,021,27	79,331.89	81,711,86	84,163.22	86,688,13	89,288.73	91,967.41	94,726,41	97,568,23	100,495,28	103,510,13
(7TA) H	34.92	35,95	37.07	38,16	39.30	40.52	41.68	42.95	44.22	45.55	46.91	48.31	49.80
0	52.38	53.93	55.60	57.24	58.95	60.78	62.52	64.42	66.33	68.33	70.36	72,46	74.70

GRADE	STEP AL1	STEP AL2	STEP AL3	STEP AL4	STEP AL5	STEP AL6	STEP AL7
							W. A. Palankina and an annual an ann
GRADE 12 Ex (7JD) H	52,365.08	53,936,06	55,554,12	57,220.77	58,937,37	60,705.51	62,526.67
(7J0) H	25,20 37,81	25.96 38.94	26.73 40.09	27.49	28.35	29,22	30.07
١	37.61	30.94	40,08	41.24	42,52	43.83	45.10
GRADE 12A Ex	54,197.BS	55,823,80	57,498.50	59,223.47	61,000,17	62,830,21	64,715.11
(7JA) H	26,07	26,85	27.66	28.50	29,39	30,24	31.15
0	39,10	40.28	41.49	42.75	44.08	45.35	48.73
GRADE 14 Ex	59,952,81	61,751.41	63,603.93	65,512,07	67,477.41	69,501.73	71,586,77
(7L0) H	28.85	29,70	30.62	31.53	32,45	33.44	34.43
0	43.27	44.55	45.94	47.29	48.68	50.16	51.64
GRADE 14A EX	62,051,18	63,912,69	65,830.09	67,804,99	69,539.10	71,934.33	74,092,34
(7LA) H	29.83	30,75	31,67	32,63	33.64	34.64	35.67
` ´ o	44.74	46.13	47.50	48.95	50.46	51.96	53.50
GRADE 16 Ex	68,639,94	70,693,16	72,820.15	75,004,73	77,254,88	79,572,55	81,959,72
(7N0) H	33.00	33.99	35.03	36.06	37.18	38,25	39.42
מ ניייון	49,50	50.98	52.54	54,08	55,74	57.38	59.13
	40.00	55,55	02.04	54,00	0047-4	31,00	55.15
GRADE 16A Ex	71,042,34	73,173,63	75,368,82	77,629.89	79,958,78	82,357,57	84,828.29
(7NA) H	34.22	35.23	36.30	37.37	38,51	39,67	40.34
٥	51.33	52.84	54.45	56.05	57.77	59.51	61.26
GRADE 18 Ex	78,585.90	80,943,45	83,371,75	85,872,96	88,449,14	91,102,59	93,835,66
(7P0) H	37,83	38,98	40.13	41,35	42.58	43.86	45.18
0	56.75	58.47	60.20	62.03	63.87	65.79	67.78
GRADE 18A Ex	81,336,49	83,776.49	86,289,80	88,878.46	91.544.83	94,291.15	97,119.87
(7PA) H	39.11	40.26	41.50	42,74	44.04	45.34	46.69
0	58.67	60.39	62,25	64,11	66.06	68.02	70.03
GRADE 19 Ex	84,086.88	86,609,52	89,207,82	91,884.06	94,640,53	97,479.78	100,404,16
(7Q0) H	40,48	41.68	42.92	44,21	45,54	46.90	48,30
(, 40, 0)	60.72	62.48	64.38	66.31	68.32	70.35	72.44
GRADE 19A Ex	87,029.94	89,840.85	92,330.05	95,099.96	97,952,99	100,891.57	103,918.35
(ADT)	41.89	43.14	44.41	45,74	47.12	48.55	49.99
٥	62.53	64.71	66.61	68.61	70.68	72.82	74.98
GRADE 21 Ex	96,271.09	99,159,22	102,133,99	105,198.03	108,353,96	111,604.57	114,952,72
(7S0) H	46,31	47.68	49.13	50.61	52.13	53,€9	55.28
0	69,47	71.51	73.69	75.91	75.20	80,53	82,92
GRADE 21A Ex	99,640.59	102,529.79	105,708,68	108,879,97	112,146,37	115,510.75	118,976,07
(78A) H	47.97	49,39	50.87	52.39	53,97	55.58	57.23
· · · · · · · · · · ·	71.96	74.08	76.31	78.59	80.95	83.37	85.84
GRADE 22 EX	103,010,06	106,160.39	109,283,40	112,561.88	115,938.75	119,416,90	122,999,41
(7T0) H	49.54	51.05	52.57	54.16	55.77	57.44	59.17
(314)	74,30	76,57	78,86	81.24	83,65	86,15	88,75
GRADE 22A Ex	106,615,44	109,813,90	113,108,31	116,501.54	119,996.59	123,596.50	127,304.35
(7TA) H	51.28	52.82	54.39	56.03	57.71	59.43	61.20
0	76.92	78.24	81,58	84,04	86,56	89.1 <i>5</i>	91.80

				CITY OF MANCE	HESTER, NEW	HAMPSHIRE M	PPA AND MAPS	UNION PAY SO	HEDULE - (FY2	(023) - 3%			
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 8	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
													2
GRADE 23 Ex	75,054.98	77,306,63	79,625,87	82,014,58	64,475,07	87,009.28	89,619,57	92,308.18	95,077.39	97,929.74	100,867.63	103,893,67	107,010.48
(7U0) H	36.05	37.18	38.27	39.44	40,63	41,86	43.11	44.38	45.72	47.08	48.50	49.94	51.47
٥	54,07	55.77	57.41	59.16	60.94	62.78	64.66	66.57	68,58	70.62	72.74	74.90	77,20
GRADE 23A Ex	77,681.90	80,012,39	82,412,74	84,885.12	87,431,66	90,054.64	92,756.25	95,538.94	98,405.12	101,357,27	104,397,99	107,529.92	110,755.83
(7UA) H	37,35	38,48	39.61	40,81	42.07	43,31	44.61	45.94	47.32	48.73	50,20	51.72	53.25
0	56.02	57.73	59.41	61,21	63,10	64,96	66.91	68.91	70.98	73,09	75.30	77.58	79.88
GRADE 24 Ex	80,308,82	82,718,09	85,199,65	87,755.65	90,388,30	93,099,97	95,892,92	98,769,75	101,732,85	104,784,84	107,928.34	111,166,20	114,501,20
(7V0) H	38,62	39.77	40.96	42,18	43,46	44,77	46.10	47.52	48,93	50,37	51,88	53.49	
` o	57.93	59.65	51,44	63.27	65,19	67.15	69.15	71.28	73.39	75.55	77.82		55,87
			****		55,75	07.113	03.10	1120	70.00	70.00	17.02	80.23	82.61
GRADE 24A Ex	83,119.66	85,613,26	88,181,66	90,827.09	93,551,91	96,358,45	99,249,19	102,226.65	105,293,47	108,452,27	111,705,82	115,057.03	118,508,73
(7VA) H	39,98	41.15	42,38	43,65	44,98	46,33	47.70	49.15	50,64	52.15	53,71	55,30	56,96
٥	59.96	81.73	63.57	65,48	67.46	69.50	71.55	73.72	75,96	78.23	80.59	82,96	85.45
GRADE 26 Ex	91,945,58	94,703,95	97,545,07	100,471.42	103,485,55	106,590.16	109,787.83	113,081.48	116,473,91	119,968,15	123,587.17	127,274,21	131,092,40
(7X0) H	44.22	45.55	46,51	48.31	49,79	51.27	52.81	54,36	56,01	57.70	59.41	61,19	
` ′ œ	66,33	68.33	70.36	72.46	74,68	76.90	79.22	81.54	84.01	86.55	89.12		63,04
-		*****		12.10	1.1200	, 0.00	1 4-24	01.54	04,01	00.55	05.12	91.78	94.55
GRADE 26A Ex	95,163,72	98,018.62	100,959,17	103,987,95	107,107.56	110,320.79	113,630.40	117,039,34	120,550.50	124,167.02	127,892,03	131,728.77	135,680,67
(7XA) H[	45.75	47.14	48,56	50.01	51.51	53.02	54,65	56.30	57, <del>9</del> 8	59.72	61.50	63,36	65.26
0	68,63	70.71	72,84	75.01	77.27	79,54	81.98	84.45	86.97	89.57	92.25	95,04	97.89

1							
GRADE	STEP AL1	STEP AL2	STEP AL3	STEP AL4	STEP ALS	STEP ALS	5TEP AL7
GRADE 23 Ex	110,220,76	113,527,39	116,933,21	120,441,21	124,054,47	127,776,09	131,609,37
(7U0) H	52,98	54.59	56.25	57.89	59.64	61.42	63,32
O	79.47	81.88	84,37	86.83	89.46	92.13	94.98
			41141	23,00	00.40	82.13	94.90
GRADE 23A Ex	114,078,50	117,500.87	121,025.89	124,656,89	128,396.33	132,248,22	136,215,70
(7UA) H	54.85	56,49	58,21	59,95	\$1.76	63.59	65.50
0	82,28	84.74	87.32	89,92	92.65	95.39	98.26
							00,20
GRADE 24 Ex	117,936.23	121,474,32	125,118,56	128,872,13	132,738,26	136,720.44	140,822.02
[7V0] H	56.72	58.41	60.18	61.97	63,81	65.73	67.70
0	85,08	87,62	90.27	92.96	95.72	98.59	101.55
							101.00
GRADE 24A Ex	122,064,00	125,725,92	129,497.72	133,382,62	137,384,12	141,505,64	145,750.83
(7YA) H	58.69	€0.45	62.26	64,15	66,07	68,07	70,11
0	88.03	90.68	93,39	96.22	99,11	192.10	105.16
							100210
GRADE 26 Ex	135,025,19	139,075,93	143,248.22	147,545,66	151,972,03	156,531,18	161,227,14
(7X0) H	64.91	66.87	68,89	70.95	73,07	75.30	77,53
O	97,36	100.31	103.33	106.42	109.60	112,94	116.30
						112,0 1	710.00
GRADE 26A Ex	139,751,09	143,943.60	148,261.91	152,709.81	157,291.08	162,009.79	166,870.11
(7XA) H	67,20	69.20	71.33	73,44	75.66	77.93	80.26
0	100.79	103.80	106,99	110.16	113,50	115.90	120.38

## 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

Govered 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 fa	amily
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 shared family deductible and one shared family out-of-pocket maximum. The in maximum only apply to individuals enrolled under single coverage.	the cost shares of all family dividual deductible and indi	members apply to one vidual out-of-pocket
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
Other Practitioner Visits:		
Retail Health Clinic	0% coinsurance after deductible is met	30% coinsurance after deductible is met
On-line Visit Includes Mental Health and Substance Abuse (www.livehealthonline.com)	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Manipulation Therapy Coverage is limited to 20 visits per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Acupuncture Coverage is limited to 20 visits per benefit period.	Not covered	Not covered

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Other Services in an Office:		
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 - Dispensed in the office	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
Emergency and Urgent Care		
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
Ambulance	0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse		
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
Outpatient Surgery 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 Freestanding Surgical Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Treestanding Outgleat Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):		
Facility fees (for example, room & board)  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.	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
Recovery & Rehabilitation		
Home Health Care Limit is combined with Private Duty Nursing and it is 100 days per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Rehabilitation services:	77.71.70.70.70.70.70.70.70.70.70.70.70.70.70.	
Office Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Cardiac rehabilitation		
Office Coverage is unlimited per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital Coverage is unlimited per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Skilled Nursing Care (facility) 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.	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 Unlimited	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 (Per member every 2 years)	\$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 National Drug List This product has NO 90-day Retail Pharmacy Ne No coverage for non-formulary drugs.	etwork available. A 90-day supply is not	l available at most pharmacies,	
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 المساحدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على 4122-772 (833) .

**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։

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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.

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## 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**): Díí naaltsoos biká'igíí lahgo bína'ídílkidgo ná bohónéedzá dóó bee ahóót'i' t'áá ni nizaad k'ehji bee nil hodoonih t'áadoo bááh ílínígóó. Ata' halne'ígíí la' bich'i' hadeesdzih nínízingo koji hodíílnih (833) 772-4122.

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

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#### 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 <a href="https://ocrportal.hhs.gov/ocr/portal/lobby.jsf">https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</a>. Complaint forms are available at <a href="https://www.hhs.gov/ocr/office/file/index.html">https://www.hhs.gov/ocr/office/file/index.html</a>.

## Access Blue® New England



# 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.

Maximum Allowable Benefit (MAB). Network providers agree to a  Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Pro covered services in the Access Blue	vider, however you must receive e Network.
<ul> <li>Preventive Care</li> <li>Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears</li> <li>Routine physical exam for babies, children and adults including family planning visits</li> <li>Routine hearing exam</li> </ul>	Covered in full
<ul> <li>Routine vision exam (one exam per member per calendar year)</li> <li>Other Outpatient Care</li> <li>Medical exam, injections (including allergy injections), office surgery and anesthesia</li> <li>Early Childhood Intervention therapy services for children up to age 3</li> </ul>	\$20 per visit to your PCP \$20 per visit to any Specialist
Diagnostic lab services at SOS facilities	Covered in full
<ul> <li>Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities</li> </ul>	Covered in full
High Cost diagnostic imaging such as MRI/CT Scans at SOS facilities	Covered in full
Outpatient surgery at Ambulatory Surgical Center at SOS facilities	Covered in full
• Short term rehabilitative therapy-physical, occupational, or speech) at SOS facilities (up to 60 visits, any combination, per member, per plan year)	Covered in full
Surgery at non-SOS facilities or a hospital outpatient department	\$250 copay
<ul> <li>High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals</li> </ul>	\$250 copay
Diagnostic lab services at non-SOS facilities or hospitals	\$50 copay
<ul> <li>Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facilities or hospitals</li> </ul>	\$125 copay
<ul> <li>Short term rehabilitative therapy- physical, occupational, or speech) at non-SOS facilities or hospitals</li> </ul>	\$20 copay
<ul> <li>Inpatient Care (as a bed patient in an acute care hospital)</li> <li>Semi-private room and board</li> <li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy</li> </ul>	\$250 per member / \$500 per family per plan year deductible
Skilled Nursing Facility and Rehabilitation Facility Care (limited to 100 combined days in a skilled nursing facility or rehabilitation facility per member, per calendar year)	\$250 per member / \$500 per family per plan year deductible

Durable Medical Equipment (DME) Unlimited \$200 deductible for external prosthetics	Covered in full					
Other Services  OB/GYN care (performed by an OB/GYN provider) Exam Maternity care (routine prenatal, delivery and postpartum) Chiropractic visit (20 visits per member per plan year)	\$20 per visit \$250 Deductible \$20 per visit					
Emergency Room or Urgent Care Center Visit  ER facility charge (copayment waived if admitted)  Urgent Care facility charge  ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, of Ambulance (medically necessary emergency transport only)  Service Received	Covered in full					
You do not need a referral from your Primary Care	Your Share of the Cost Provider, however you must receive					
covered services in the Access Blue Network.						
Mental Health and Substance Abuse  Outpatient services  Visit/consultation	\$20 copayment per visit					
<ul> <li>Inpatient services</li> <li>Semi-private room &amp; board</li> <li>Physician visit</li> </ul>	\$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	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the					

#### 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

Vision Hardware (per member every 2 years)

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

\$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

## City of Manchester Del Group Number: 3203

## Outline of Coverage Delta Dental PPO plus Premier Network



#### Northeast Delta Dental

Read Your Dental Plan Description Carefully—This Outline of Coverage provides a very brief description of the Important features of your dental benefits plan. This is not the insurance contract, and only the actual policy provisions will control. The Dental Plan Description Itself sets forth in detail the rights and obligations of both you and your insurance company. It is therefore important that you READ YOUR Dental Plan Description CAREFULLY! Not all time limitations and exclusions are shown herein. Benefit percentages shown are based on the actual charges submitted up to the Maximum Allowable Charge for participating dentists, or Delta Dental's allowance for non-participating dentists.

Diagnostic / Preventive (Coverage A)	Basic Restorative (Coverage B)	Major Restorative (Coverage C)
DIAGNOSTIC: Evaluations twice in a 12-month period	RESTORATIVE: Amalgam (silver) fillings; Composite (white) fillings (on anterior tooth only)	PROSTHODONTICS; Removable and fixed partial dentures (bridge); complete dentures
X-rays (complete series or pandramic film) once in a 3-year period  Bitawing x-rays once in a 12-month period	ORAL SURGERY: Surgical and routine extractions	Rebase and reline (dentures)
X-rays of individual teeth as necessary	ENDODONTICS; Root canal therapy	Crowns
Oral cancer screening in a 12-month period  PREVENTIVE:	PERIODONTICS: Periodontal maintenance (cleaning)	Implants
Two cleanings in a 12-month period	Note: Cleanings are limited to two in a 12-month period; these may be routine (Coverage A) or periodontal	
Fluoride once in a 12-month period to age 19  Space maintainers to age 16	(Coverage B), or a combination of each.  Treatment of gum disease	
Sealant application to permanent molars, once in a 3- year period per tooth, for children to age 19	Clinical crown lengthening once per tooth per lifetime  DENTURE REPAIR: Repair of a removable denture to its original condition	
	EMERGENCY PALLIATIVE TREATMENT	
Delta Dental Pays: 100%	Delta Dental Pays: 60%	Delta Dental Pays; 50%
Linulity bloom	Calendar Year Maximum: \$1500 per Person ugh Oral Wellness <sup>a</sup> program included (please see rever	

Eff 07/1/2020