Matthew Normand
City Clerk

Heather Freeman
Assistant City Clerk

JoAnn Ferruolo
Assistant City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Thomas Clark
City Solicitor

From: Heather Freeman
Assistant City Clerk

Date: February 10, 2012

Re: MPPA and MAPS Agreements

Please be advised that at a meeting of the Board of Mayor and Aldermen held on February 7, 2012, it was voted to ratify and confirm the MPPA and MAPS agreements as presented on January 17, 2012.

Enclosures

pc: William Sanders, Finance Officer
Jane Gile, Human Resources Director
David Mara, Chief of Police

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Date: 2/07/12
On motion of Ald. Ouellette
Seconded by Ald. O'Neil
Voted to ratify and confirm agreement as presented on January 17, 2012.

City Clerk

Date: 1/17/12
On motion of Ald. Ouellette
Seconded by Ald. Katsiantonis
Voted to ratify the agreement as presented.

City Clerk

MPPA

Unless otherwise specified the provisions of this agreement shall become effective July 1, 2012.

1.Health care:

Replace the current paragraph 20.1 and the Memorandum of Agreement dated May 20, 2010 regarding HSA's with the following new paragraph 20.1

20.1 Effective July 1,2012, bargaining unit members will have the option to enroll in the BlueChoice New England POS Plan on a voluntary basis in which case the City will pay eighty-seven and one-half percent (87.5%) of the single, two-person or family premium or in the Access Blue New England Plan, in which case the City will pay up to eighty-seven and one-half percent (87.5%) of the single, two-person or family premium.

Effective July 1, 2013, the City will pay 85% of the premium for the Blue Choice New England POS Plan or the Access Blue New England Plan.

The following co-pays will apply to both the BlueChoiceNew England POS Plan and the Access Blue New England Plan:

- Office Visit - $20.00
- Specialist Visit - $20.00
- Chiropractic - $20.00
- Emergency room visit - $150.00
- Inpatient care, Outpatient surgery, skilled nursing or rehab facility - $100/$200 co-pay (single/2 person or family)
- Prescriptions other than mail order (one month supply) - $10/$30/$50 (Generic, Preferred, Premium)
- Mail order prescriptions (three month supply) $20/$60/$100 (Generic, Preferred, Premium)

Bargaining unit members hired on or after ratification who are eligible for Health Insurance the City shall pay 80% of the premium. The BlueChoiceNew England POS Plan and the Access Blue New England Plan will have increased co-pays $250/$500 (single/2 person or family)*for inpatient care, outpatient surgery, skilled nursing and rehab facilities.*

The City may offer a high deductable health insurance plan accompanied by the establishment of a Health Savings Account (HSA) for each enrolled bargaining unit member with a present contribution of $1,500.00 for an individual and $3,000.00 for a two person or a family plan. The City retains the right to set the annual City contribution and shall each year prior to the open enrollment period disclose any changes to high deductable benefit plan and/or its contribution to the HAS or continuation of the HSA in the following fiscal year. Effective July 1, 2012 for Bargaining unit members availing themselves of this option the City shall pay 87.5% of the premium. Effective July 1, 2013 the City shall Pay 85% of the premium. Bargaining unit members will be charged on the basis of a single, two person or family plan irrespective of the single, two person or family plan designation in the plan itself.

Add a new section 20.1 A replacing the Memorandum of Understanding dated May 20, 2010 regarding payments in lieu of health insurance coverage

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

2. Detail

Replace paragraph 12.8 (A) with the following paragraph 12.8 (A)

12.8 (A) The rate of pay for Extra Details shall be set at one and one half (1½) times the normal rate of Yarger Decker salary schedule Grade 18 Step 13, plus seven dollars ($7.00) per hour or any fraction of an hour with a minimum

of four (4) hours, except for scholastic events wherein the minimum will be three (3) hours. 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 (1½) 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 (1½) times the extra details rate as described above. Extra details performed on Christmas Eve, Christmas Day, New Years Eve, New Years day shall be paid at double the normal Extra Detail hourly rate as described above. Extra details performed on Thanksgiving Day, Memorial Day, July 4th, 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 (1½) 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.

A new paragraph 12.14 as follows:

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.

3. Vacations

Replace paragraph 11.1 with the following paragraph 11.1

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

Replace paragraph 11.4 with the following paragraph 11.4

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.

4. Personal Days

Replace paragraph 15.C.1 with the following paragraph 15.C.1

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 mis-used 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.

5. Bereavement

Replace paragraph 16.1 with the following paragraph 16.1

16.1 Any employee shall be excused from work for not more than five (5) consecutive calendar days, which may include regularly scheduled days off, because of death in the immediate family and shall be paid his/her normal rate

of pay for the scheduled hours missed.

Immediate family shall mean: Spouse, parents, children, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, maternal or paternal grandparent (excluding step-grandparents) or a blood relative or ward residing in the same household.

6. Educational Reimbursement

Replace paragraph 27.1 with the following paragraph 27.1

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 calendar year provided, however, the City will not reimburse an employee for a course or courses and books or materials which are paid for through Federal or State Programs.

Replace paragraph 27.3 and the following note with the following paragraph 27.3

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.

7. Duration

Amend Article 30.1 by replacing June 30, 2013 with June 30, 2015.

Amend Article 30.2 by replacing June 30, 2013 with June 30, 2015.

Amend Article 13 Salaries by adding the following paragraphs

13.3.1 See a Memorandum of Understanding Between City of Manchester, N.H. and the Manchester Police Patrolman's Association (MPPA) July1-2007 - June 30, 2010 for increases to the Salary Schedules on July 1, 2010, July 1, 2011 and July 1, 2012

13.3.2 Effective July 1, 2013 the Salary Schedules shall be increased by one percent (1%)

13.3.3 Effective July 1, 2014 the Salary Schedules shall be increased by one percent (1%)

8. Me Too Clause

Add a new Article 31 as follows:

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.

9. Retirement Health Benefit

Deleted

~~Add a new paragraph 20.6 as follows~~

~~20.6 For two (2) years after retirement any bargaining unit member who retires on or after March 1, 2012 and prior to June 30, 2015 shall be entitled to participate only in the High Deductable health Insurance Plan, and not in any other City health insurance plan. The bargaining unit member shall pay the entire cost of the plan The deductibles for the High Deductable health Insurance Plan shall be $2,000.00/$4,000.00 (single person/two person or family plan).~~

10. Union Time.

Replace paragraph 3.4 with the following paragraph 3.4

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 may be 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.

A new Article 31 as follows:

Article 31

Severance Benefit

In recognition of prior service to the City any bargaining unit member who is eligible to retire from the New Hampshire Retirement System and who does retire on or after March 1, 2012 and prior to June 30, 2015 shall have earned a severance benefit of $13,000.00. The City may withhold from this benefit such amounts as are necessary to pay the employer and the employee contributions to the New Hampshire Retirement System.

Police Patrolmen Tentative Agreement
Cost Summary
(Savings) / Costs

	2013	2014	2015	Total
Health Insurance				-
Plan Design	(403,066)			$ (403,066)
Employee Contribution	(214,657)	(105,514)		$ (320,171)
	$ (617,723)	$ (105,514)	$ -	$ (723,237)
New Hire Plan *	(24,900)	(11,615)	(11,615)	$ (48,130)
Opt - Out Payment				
Cost (5 per year)	22,500	20,000	20,000	$ 62,500
Savings	(60,000)	(75,000)	(75,000)	$ (210,000)
Retirement Incentive				
Cost **	52,000	39,000	26,000	$ 117,000
Savings - Salary	(100,000)	(75,000)	(50,000)	$ (225,000)
COLA at 1%	-	111,290	117,000	$ 228,290
Vacation				$ -
Personal Days				$ -
Pension / Medicare (21.4%) ***	(21,400)	7,766	14,338	$ 704
	(131,800)	16,441	40,723	(74,636)
	(749,523)	(89,073)	40,723	(797,873)

* Assumes 15 new hires in 2013; additional new hires 7 each in 2014 and 2015.
** Assumes 4 retirements in 2013, 3 retirements in 2014 and 2 retirements in 2015.
*** Pension / Medicare calculated on COLA and salary savings. Medicare only on opt-out payment.

1/17/2012