

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

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

 City Clerk

MAPS

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

 City Clerk

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

1. Health care:

Replace the current paragraph 18.1 and the Memorandum of Agreement dated May 20, 2010 regarding HSA's with the following new paragraph 18.1

18.1 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 BlueChoice New 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)

The City may offer a high deductible 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 deductible benefit plan and/or its contribution to the HSA 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.

Replace paragraph 18.4 and the Memorandum of Understanding dated July 19, 2010 regarding payments in lieu of health insurance coverage with the following paragraph 18.4

18.4 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. Special Detail

Replace paragraph 12.3 with the following paragraph 12.3

12.3 The rate of pay for special details shall be as follows:

(A) When a member of the Bargaining Unit is assigned to a Special detail in a SUPERVISORY capacity the rate of pay shall be at one and one-half (1½) times the Supervisor's regular hourly rate of pay plus two dollars (\$2.00) per hour

(B) When a member of the Bargaining unit is assigned to a Special Detail in a NON-SUPERVISORY capacity (such as directing traffic) he/she shall be paid at the overtime rate for the Grade G-19 AL 2 (nevertheless, the parties agree that Bargaining Unit members will recognize their supervisory responsibilities.)

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 12.4 as follows:

12.4 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 15.1 with the following paragraph 15.1

15.1 Effective on the date of ratification Vacation leave policy for the regular department employees shall be as follows:

- (a) Accrual rate for two (2) calendar weeks begins on date of hire.
- (b) Accrual rate for three (3) calendar weeks begins at the beginning of six (6) years of continuous service.
- (c) Accrual rate for four (4) calendar weeks begins at the beginning of ten (10) years of continuous service.
- (d) Accrual rate for five (5) calendar weeks begins at the beginning of fifteen (15) years of continuous service.
- (e) Accrual rate for six (6) calendar weeks begins at

the beginning of twenty (20) years of continuous service.

Replace paragraph 15.2 with the following paragraph 15.2

15.2 Supervisors 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 15.3 with the following paragraph 15.3

11.4 When a supervisor terminates his employment with the Manchester Police Department for any reason he/she shall be compensated for all earned vacation time to a maximum of 400 hours.

4. Non-Abuse of Sick Leave

Replace paragraph 17.1 with the following paragraph 17.1

17.1 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. Personal Leave Day

Article 27 is deleted in its entirety without replacement.

6. Bereavement

Replace paragraph 19.2 with the following paragraph 19.2

19.2 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.

Replace paragraph 19.3 with the following paragraph 19.3

19.3 Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her: Grandchild, Aunt, Uncle, Brother-in-law, Sister-in-law.

6. Educational Reimbursement

Replace paragraph 24.5 with the following paragraph 24.5

24.5 EDUCATION INCENTIVE REIMBURSEMENT POLICY - 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 \$2,250.00 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.

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 established procedure.

Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and the funds available. The total amount for Tuition Reimbursement for Bargaining Unit employees shall not exceed \$8,000.00 during the fiscal year.

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 9 Salaries by adding the following paragraphs

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

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

8. Me Too Clause

Add a new Article 32 as follows:

ARTICLE 32

Health Benefits and Salary increases

32.1 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 18.1, 18.4 or 18.7 of this agreement which are more favorable than the health care benefits contained in paragraph 18.1, 18.4 or 18.7, the Manchester Association of Police Supervisors shall be entitled to receive the more favorable benefits.

32.2 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 9.3.1 and 9.3.2 of this agreement which are more favorable than the Salary Schedule increases contained in paragraphs 9.3.1 and 9.3.2, the Manchester Association of Police Supervisors shall be entitled to receive the more favorable Salary Schedule increases for those years.

9. Retirement Health Benefit

Deleted

~~Add a new paragraph 18.7 as follows~~

~~18.7 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 Deductible 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 Deductible 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 MAPS 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 MAPS or attending meetings or legislative hearings related to the business of the MAPS; provided, however, the MAPS 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 MAPS 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 MAPS 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 MAPS President shall be given working hours off in lieu of hours spent attending such events while off duty.

A new Article 33 as follows:

Article 33

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 Supervisors Tentative Agreement
Cost Summary
(Savings) / Costs**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Total</u>
Health Insurance				
Plan Design	(108,650)	-	-	\$ (108,650)
Employee Contribution	(49,815)	(26,218)	-	\$ (76,033)
	<u>\$ (158,465)</u>	<u>\$ (26,218)</u>	<u>\$ -</u>	<u>\$ (184,683)</u>
Opt - Out Payment				
Cost (3 per year)	10,500	12,000	12,000	\$ 34,500
Savings	(30,000)	(45,000)	(45,000)	\$ (120,000)
Retirement Incentive				
Cost *	26,000	26,000	13,000	\$ 65,000
Savings - Salary	(40,000)	(40,000)	(20,000)	\$ (100,000)
COLA at 1%	-	42,900	44,800	\$ 87,700
Vacation				\$ -
Personal Days				\$ -
Pension / Medicare (21.4%) **	(8,560)	620	1,027	\$ (6,913)
	<u>(42,060)</u>	<u>(3,480)</u>	<u>5,827</u>	<u>\$ (39,713)</u>
	<u>\$ (200,525)</u>	<u>\$ (29,698)</u>	<u>\$ 5,827</u>	<u>\$ (224,396)</u>

* Assumes 2 retirements in 2013 and 2014 and 1 in 2015.

** Pension / Medicare calculated on COLA and salary savings. Medicare only on opt-out payment and retirement incentives.