

CITY OF MANCHESTER NEW HAMPSHIRE

City of Manchester

&

AFSCME Council 93, Local 298

HEALTH

JUNE 7, 2022

TENTATIVE AGREEMENT

ARTICLE 1 RECOGNITION

1.2 HEALTH DEPARTMENT

The Bargaining Unit to which the Agreement is applicable shall consist of Health Department employees as follows: All regular, permanent full-time and regular permanent part-time employees who work at least half-time in the classifications of: **Administrative Assistant I & II**, Certified Community Health Nurse, Community Health Nurse, **Customer Service Representative I & II**, Dental Hygienist, Environmental Health Specialist I and II, Licensed Practical Nurse, Public Health Specialist I, Public Health Translator, School Nurse I, School Nurse II and School Nurse (Certified), **Public Health Dental Hygienist and Community Health Worker**.

ARTICLE 6 PROMOTIONS AND TRANSFERS

- 6.5 ~~Wherever~~ **Whenever** possible, promotions shall be made from the ranks of regular employees who are employed by the Department in which the vacancy occurs.
- 6.6 Employees in the Department where the vacancy occurs who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s); provided, however, that such employees may, at his/her discretion, have his/her name removed from the list within five (5) working days of returning to work. **This provision shall not apply to those engaged in military service and their eligibility shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA).**

ARTICLE 7
WAGE RATES

7.1 Effective July 1, 2022, employees shall be moved to the attached IAFF pay scale and granted Steps and Longevities plus 3.0% COLA increase.

Effective July 1, 2023, Steps and Longevities plus 4.0% COLA increase.

Effective July 1 2024, Steps and Longevities plus 4.0% COLA increase

~~7.1 There shall be no COLA adjustment for the 2021-2022 contract year. Instead employees shall receive a \$1500.00 stipend in the second full pay period of December, 2021. This stipend shall not be added to the employee's base wages. The payment will be provided in a separate check.~~

7.2 Employees will receive a step increase on their anniversary date of current position. This step increase will be subject to a satisfactory performance evaluation. An incomplete evaluation will be considered a satisfactory performance evaluation. This process may be changed at any time by mutual agreement. Evaluation step increases will stop when an employee reaches Step 13 on the included pay matrix. ~~Employees hired after July 1, 2019 shall not be entitled to the six (6) month step.~~

ARTICLE 8
HOURS OF WORK AND OVERTIME

8.2 All time worked by FLSA non-exempt employees in excess of eight (8) hours in any one day and forty hours in any one week shall be paid at the rate of time and one-half. ~~Paid holidays and vacation time occurring during the work week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.~~ **All paid time off, except for sick leave and bereavement leave, occurring during the work week shall be counted as hours worked for the purpose of the forty (40) straight time hours.**

8.3 Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) minimum guarantee may be called back for additional emergency or overtime without an additional three (3) minimum work

guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) of pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several callbacks within the three (3) minimum guarantee period.

Any employee who is called in one hour or less prior to the start of his/her normal shift shall receive such time at the overtime rate, but is excluded from the three (3) minimum guarantee outlined in the previous subsection of this section.

Departments may schedule employees to start their next day's shift at a time earlier than the regular time without extra compensation under the callback provision of this section, provided such change in schedule is made prior to the completion of the shift the preceding day.

Any employee of the Department who is required to work on a weekend will be paid for such work at the rate of time and one-half their regular rate for a minimum of ~~one (1) hour.~~ **two (2) hours. Any employee of the Department who is required to work on a holiday will be paid for such work at the rate of double time their regular rate for a minimum of two (2) hours.**

- 8.5 Overtime work which is scheduled in advance or which requires employees to be called in for unscheduled work shall be assigned first on a rotating basis among all qualified employees by classification within the division of the department which normally performs the work. If the overtime situation requires additional employees to be assigned, then such assignments shall be made among qualified employees on the basis of Departmental Seniority **also on a rotating basis.** Employees that work overtime in these situations shall have the option of accruing comp time or being compensated at time and one half.

ARTICLE 14 **HOLIDAYS**

- 14.2 All work performed on a holiday shall be paid at the rate of ~~time and one-half~~ **two (2) times** over and above regular hours paid for the holiday, for all hours worked.
- 14.3 ~~An employee shall be entitled to the holiday pay to referred to in Section 14.1 if he/she works the day preceding and the day following the particular holiday, but not otherwise except for a substantial reason or emergency.~~ **An employee shall be entitled to the holiday pay referred to in Section 14.1 above, if he/she is in pay status the day before and the day after the holiday.**

ARTICLE 15 **ANNUAL VACATIONS**

15.5 The Department will work collaboratively with the Union develop a procedure for vacation scheduling.

ARTICLE 16
SICK LEAVE

- 16.8 During periods of absence for approved paid sick leave the employee shall be entitled to full pay for such period at the regular rate of compensation, provided, however, that hourly employees shall be compensated on the basis of straight time pay not to exceed eight (8) hours per day and not to exceed forty (40) hours per week. No sick leave benefits shall be paid on the basis of time and one-half.

On separation from City service, all sick leave credits shall be cancelled except in a case of paid retirement, duty disability retirement, or death while in active service.

Effective on the date of ratification, all accrued sick leave up to but not to exceed eighty (80) work days shall be paid plus payment of one-quarter of the balance of the days accrued over eighty (80), but not more than one hundred twenty (120) days of accrued sick leave at their regular pay.

Effective on the date of ratification, employees shall be entitled to the benefits under City Ordinance 33.081 (G), as it may be amended from time to time.

~~Employees hired after the ratification of this Agreement shall be entitled to payment for accrued sick leave, under the conditions specified above; provided however, that payment shall not exceed forty (40) days.~~

ARTICLE 18
LEAVE OF ABSENCE

- 18.7 In the case of death of an active bargaining unit member, two (2) members of the bargaining unit, as designated by the Union President, or their designee, shall be allowed to attend the funeral services without loss of pay.**

ARTICLE 19
BEREAVEMENT LEAVE

- 19.1 Bereavement leave of five (5) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted to permanent full-time or permanent part-time employee who works at least half-time in the event of the death of his/her: **add Grandchild**

ARTICLE 25
HOSPITAL/MEDICAL INSURANCE

1. Modify Access Blue New England Site of Service HMO \$250 as follows:

a. Emergency Room Visit Copay: ~~\$150.00~~ \$300

b. Physical, Occupational & Speech Therapy Copay: There shall be no copayment for such services within the Site of Service (SOS) network. There shall be a \$20.00 copayment per visit for outside of the SOS network.

c. Voluntary Wellness Program.

d. Fourth Tier Prescription Drugs: Employees receiving Fourth Tier Prescription drugs must participate in concierge program through Anthem for manufacturer's rebates and/or coupons. Employees that are eligible for such coupons/rebates shall have no copayment and those employees who do not qualify for coupons/rebates shall have the same \$50.00 copayment as Tier Three Prescription drugs.

2. HDHP

a. Manufacturer's Prescription Drug Rebates and Coupons applied to drug cost prior to being allocated to HDHP deductible.

~~25.10 Employees on the Access Blue New England Site of Service HMO 100 during the 2021-22 plan year shall be allowed to stay on that plan notwithstanding its elimination. Effective July 1, 2023, the Access Blue New England Site of Service HMO 100 shall be eliminated and will no longer be offered to any members.~~

25.11 ~~Effective July 1, 2007,~~ School nurses and school LPNs shall receive year- round hospital/medical insurance coverage; provided, however, they shall be required to sign a letter of intent to return the following school year and if they fail to do so, they will be responsible to repay the City for its actual premium costs from the end of the school year to termination of coverage. **Also, if the school nurse terminates employment before the end of the school year they will be responsible to repay the City for any overpayment in premium costs. The City shall have the right to pursue and recourse available should the school nurse/LPN refuse or neglect to reimburse the City.**

ARTICLE 31
GRIEVANCE PROCEDURE

31.2 **STEP 1**

An employee having a grievance must discuss the grievance with the employee's immediate supervisor or the supervisor responsible for the matter being grieved within ~~ten (10)~~ **twelve (12)** working days from the date of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. Such grievance shall be discussed between the employee, a Union representative and the supervisor. The supervisor shall give his/her answer within two (2) working days from the date he/she receives notice of the grievance.

ARTICLE 38
DURATION AND TERMINATION

Upon ratification by the respective parties, this Agreement shall be in effect from July 1, ~~2021~~ **2022** through June 30, ~~2022~~ **2025**, with the effective dates for specific provisions as stated in the various Articles.

NOTE: Pursuant to RSA 273-A:3,II(a), if either party desires to bargain a successor agreement, it must give written notice to the other party no later than December 1, ~~2021~~ **2024**.¹

¹ The Parties agree to move forward with negotiations knowing that the City and School District are in the process of deciding whether or not school nurses should be employed directly by the School District rather than be a contracted service with the City. Accordingly, nothing herein shall be construed to prohibit such a change and the City reserves the right to propose changes in the CBA necessitated by the School District and City deciding that they no longer wish to contract for such services.