

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE TOWN OF GILFORD

AND

TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE

ON BEHALF OF THE

TOWN OF GILFORD POLICE DEPARTMENT EMPLOYEES

January 1, 2023 – December 31, 2024

TABLE OF CONTENTS

| | | |
|-------------|------------------------------------|------|
| ARTICLE 1 | RECOGNITION | p.3 |
| ARTICLE 2 | EMPLOYEE RIGHTS | p.3 |
| ARTICLE 3 | MANAGEMENT RIGHTS | p.4 |
| ARTICLE 4 | CONSULTATION | p.4 |
| ARTICLE 5 | GRIEVANCE PROCEDURES | p.5 |
| ARTICLE 5A | PERSONNEL FILES | p.7 |
| ARTICLE 6 | LEAVES OF ABSENCE | p.7 |
| ARTICLE 7 | PROBATIONARY EMPLOYEES | p.9 |
| ARTICLE 8 | PROMOTIONS & ASSIGNMENTS | p.9 |
| ARTICLE 9 | OVERTIME | p.11 |
| ARTICLE 10 | COURT APPEARANCES | p.12 |
| ARTICLE 11 | HOLIDAYS | p.12 |
| ARTICLE 12 | VACATION & SICK LEAVE | p.13 |
| ARTICLE 13 | WORKER'S COMPENSATION | p.17 |
| ARTICLE 14 | INSURANCES | p.18 |
| ARTICLE 15 | PRIVATE DETAILS | p.20 |
| ARTICLE 16 | WAGES | p.20 |
| ARTICLE 16A | HOURS OF WORK | p.22 |
| ARTICLE 17 | RETIREMENT | p.23 |
| ARTICLE 18 | SAFETY & TRAINING | p.23 |
| ARTICLE 19 | MISCELLANEOUS PROVISIONS | p.25 |
| ARTICLE 20 | SEPARABILITY | p.26 |
| ARTICLE 21 | ENTIRE AGREEMENT | p.26 |
| ARTICLE 22 | DURATION | p.27 |
| APPENDIX A | WAGE CLASSIFICATION PLAN | |
| APPENDIX B | WAGE SCHEDULE | |
| APPENDIX C | INSURANCE INFORMATION | |
| APPENDIX D | JOB PERFORMANCE & MERIT PAY POLICY | |

The Town of Gilford, acting through its duly authorized Board of Selectmen (hereinafter referred to as the "Town") and Teamsters Local 633 of New Hampshire (hereinafter referred to as the "Union") agree as follows:

ARTICLE 1

Recognition and Bargaining Unit Description

1.1 The Town recognizes Teamsters Local 633 of New Hampshire as the sole and exclusive bargaining agent for the members of the Union for the purpose of collective bargaining as to terms and conditions of employment pursuant to the provisions of RSA 273-A; in accordance with the certification and order issued by the New Hampshire Public Employee Relations Board by decision number 2007-142 dated October 5, 2007.

1.2 The bargaining unit shall consist of the following regular full-time employees in the Gilford Police Department: Clerks, Dispatchers, Patrol Officers and Corporals.

1.3 The following Town employees are excluded from the bargaining unit and are therefore not subject to the terms of this Agreement: Executive Secretary, Technical Assistant, Communications Specialist Supervisor, Sergeant, Lieutenant, Captain, Deputy Chief, and Chief.

1.4 The Union will keep the Town informed of the correct names and addresses of the officers and stewards of Teamsters Local 633.

ARTICLE 2

Employee Rights

2.1 The Town agrees not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because he/she had given testimony, or taken part in a grievance procedure, or any other Union proceedings.

2.2 The Town and the Union agree not to discriminate in any manner against any employee covered by this Agreement because of race, religion, creed, color, age, handicap, national origin, or sex.

2.3 Upon individual authorization signed by the employee requesting dues deduction(s) the Town agrees to deduct from the pay of the member the authorized dues and initiation fees for Union membership and voluntary D.R.I.V.E. contributions, as certified to the Town by the Teamsters Local 633. Said deduction should be made each pay period provided, however, that if an employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection of dues will be made for that pay period. The Town will send the amount so deducted once a month, prior to the 20th of the month for which

the dues are deducted, to the Secretary-Treasurer, Teamsters Local 633 of N.H., PO Box 870, Manchester, NH 03105. The Union shall indemnify and hold harmless the Town should any dispute arise between the Union and the Town as a result of the administration of this Article.

2.4 The Town will provide space for the Union to install a bulletin board for the purpose of posting Union notices and information.

ARTICLE 3

Management Rights

3.1 Except as specifically limited or abridged by the terms of this Agreement, the management of the Town in all its phases and details shall remain vested exclusively in the Town and its designated agents.

3.2 The Town and its agents shall have jurisdiction over all matters concerning the management of the Gilford Police Department, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty, the right to decide job classifications, the right to abolish and create positions, the right to determine the methods, processes and manner of performing work and the general control of the operation of the Police Department in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

3.3 The Chief of Police shall retain full authority to direct personnel in an emergency situation, and the Board of Selectmen shall have the ultimate authority to approve, adopt and enforce Police Department operating procedures and all other terms and conditions of employment that are not specifically covered by this Agreement.

ARTICLE 4

Consultation

4.1 Representatives of the Union may meet with the Chief of Police or his/her designee once a month to discuss matters of mutual concern, at a mutually agreed time and place, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged between the Union and Chief of Police (or his/her designee) no less than five (5) days before the scheduled date of the meeting. At the discretion of the parties, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief of Police (or his/her designee) and the Union from meeting on a less frequent basis on mutual

agreement.

4.2 Nothing contained herein shall prevent the Union from consulting with the Chief of Police or his/her designee at any time, if matters of mutual concern arise.

ARTICLE 5

Grievance Procedure

5.1 A grievance is defined as a written dispute, claim, controversy or complaint which is filed and signed by the Union or a unit employee that alleges a violation of this Agreement. (Note: An employee who has a complaint must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) days. It is anticipated that nearly all complaints can be resolved informally without grievance.)

5.2 Each grievance must be submitted in writing by the Union or the employee and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.

5.3 Grievance Procedures

Step One An employee desiring to process a grievance must file a written statement of the grievance to the Police Chief no later than ten (10) business days after the employee knew, or should have known, the facts on which the grievance is based, and in no case more than thirty (30) days from the occurrence of the act by the Town causing the grievance. The Chief or his/her designee shall meet with the employee within ten (10) business days following receipt of the notice and shall give a written decision within ten (10) business days thereafter. However, if an employee is suspended without pay or discharged they will be entitled to skip Step One of the grievance procedure and go directly to Step Two and the Town Administrator or his/her designee will make himself/herself available within five (5) business days. If this does not occur the aggrieved employee can go directly to step 3.

Step Two If the employee is not satisfied with the decision of the Chief, he/she may file, within five (5) business days following the Chief's decision, a written appeal with the Town Administrator setting forth the specific reasons why he/she believes the Agreement is being violated by the Employer action in question. Within twelve (12) business days following receipt of the appeal, the Town Administrator shall schedule a Hearing. Said hearing shall be held no later than twenty (20) business days following receipt of the appeal and written decision shall be rendered within five (5) business days thereafter.

Step Three If the employee is not satisfied with the decision of the Town Administrator, the Union or employee may file, within ten (10) days following receipt of the decision of the Town Administrator, a written appeal with the Board of Selectmen setting forth the specific provisions of the Agreement the Union believes has been violated by the Town. Within ten (10) working days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) days, twenty (20) days if the issue involves a loss of pay for an employee, following receipt of the appeal. A written decision shall be rendered no later than ten (10) days after the hearing.

Step Four If the employee is not satisfied with the decision of the Board of Selectmen, the Union or employee may file, within thirty (30) business days following the receipt of the Board's decision, a request for arbitration to the American Arbitration Association under its rules and regulations. The decisions of the arbitrator shall be advisory only, and shall not be binding on the Town. Within ten (10) days of receipt of the arbitrator's advisory decision, the Board shall issue a final decision on the grievance. If the issue before the arbitrator involves discipline, the arbitrator shall determine only if the employee actually committed the offense that led to the discipline. Once an arbitrator determines that an employee did commit an offense that led to discipline, the Town's determination of the appropriate level of discipline will prevail.

5.4 The cost of arbitration shall be borne equally by the Town and the Union.

5.5 The foregoing time limitations may be extended by mutual agreement of the parties.

5.6 The grievant may be present at all steps of the procedure.

5.7 The grievant has the right to be represented at any step of the grievance procedure as outlined in Section 3 of this Article, by a representative of the Union, either a Steward or the Union Business Agent.

5.8 Individuals called as witnesses shall be compensated by the party initiating the request for such service.

5.9 No material related to the filing of a Grievance shall be placed in the employee's Personnel File.

5.10 Time Limits

Unless time limitations have been mutually extended as set forth herein, the failure of the Union or an employee to file a grievance as set forth in Section 5.2 within the allotted time frames shall void the grievance. A failure on the part of the Town to respond within the allotted time frames shall constitute a denial of the grievance.

ARTICLE 5A

Personnel Files

5A.1 Employee Access to Personnel Files

The rights of employees to access to their personnel file shall conform to RSA 275:56, provided, however, that employees may only review these files during non-working hours. There shall be a charge of ten cents per page for copies of documents.

5A.2 Public Access to Personnel Files

The Town shall not provide copies of any documents from an employees' personnel file to any person requesting such information except upon a signed written statement by the employee (to be confirmed verbally); or by court order or when such documents are being used by the Town for official purposes not otherwise prohibited by law.

5A.3 Any record of disciplinary action shall remain part of the employee's personnel file unless removed by decision of the Board of Selectmen or otherwise subject to removal upon request of the employee if set forth in the disciplinary notice.

5A.4 The Union and the Town agree that if an employee does not incur subsequent discipline for similar misconduct or incompetence, the value of such discipline diminishes over time. Warnings, reprimands, and suspensions of less than five (5) days, shall, after three (3) years, no longer be admissible to establish a prior offense, but may be used in any proceeding to establish employee knowledge of departmental policies, procedures, and performance expectations.

5A.5 Any and all unfounded complaints shall not be part of an employee's personnel file.

5A.6 Investigative files shall not be part of an employee's personnel file.

ARTICLE 6

Leaves of Absence

6.1 Leave from duty with pay shall be granted to on-duty members of the Union's Negotiating Committee who attend meetings between the Town and the Union for the purpose of negotiating the terms of an agreement, provided that no more than two (2) employees shall be allowed to be absent from duty at a time.

6.2 Leave from duty with pay shall be granted to an on-duty employee who files a grievance under Article 5 (Grievance Procedure) for the purpose of attending any hearing relating to the employee's grievance.

6.3 Bereavement Leave

Employees shall be granted up to three (3) consecutive work days of paid leave upon the death of a spouse, or any member of his/her immediate family. Immediate family shall include the following: (step) mother, (step) father, (step) son, (step) daughter, (step) brother, (step) sister, grandmother, grandfather, grandchild, ward, or relative residing in the employee's home. Special leave of one (1) working day with pay shall be granted to an employee for the purpose of attending the funeral in the event of death of his/her sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt or uncle. Exceptions may be made by the Chief of Police or his/her designee in special circumstances.

6.4 The Family Medical Leave Act (FMLA) will be provided in accordance with federal law and as otherwise outlined in the Town's Personnel Plan.

6.5 Military Leave

The Town shall grant leaves of absence without pay to unit employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the USERRA of 1994.

6.5.A Employees in the military reserve will receive the required time off to complete training and drill obligations, provided that a copy of the official orders or instructions are presented to the Police Chief (or his/her designee) as soon as possible. This information shall be made a part of an employee's permanent personnel record. Employees who enlist or are recalled to active Armed Forces duty, for a time period beyond normal annual training and drill obligations, shall have all of the re-employment rights as allowed by applicable laws.

6.5.B Employees must notify the Police Chief (or his/her designee) of their availability to return to work as soon as possible, but no later than three (3) business days after receiving official notice from the military of pending discharge or release from duty.

6.5.C The Town reserves the right to use whatever means it deems necessary to fill a vacancy for the duration of a military leave of absence, including, but not limited to mandatory overtime, shift changes and/or the employment of qualified temporary employees.

6.5.D Upon return from military duty, employees will be placed in the position previously held with status and pay pursuant to this Agreement, provided the employee meets all fitness for duty and certification standards.

6.6 Unpaid Leave of Absence

The Board of Selectmen may, at its sole discretion, grant an unpaid leave of absence to an employee upon written request due to an emergency or extenuating circumstances not covered by FMLA or any other applicable law. The decision of the Board and any conditions that may be imposed in approving such a request shall be final and not subject to any grievance proceedings. No paid leave benefits will be allowed to accrue during an unpaid leave of absence

under this Section, and such time will not count towards years of service. [See also Sections 14.3 (short-term disability) and 14.4 (long-term disability)]

6.7 Childbearing

For the purpose of childbearing, a female employee shall be granted a leave of absence pursuant to the provisions of RSA 354-A:7,VI and the FMLA. The employee will be paid for the period of disability provided the employee has sufficient accumulated vacation, holiday pay and/or sick leave available to cover such time off; otherwise the leave shall be unpaid pursuant to the provisions of Section 6.6 above.

ARTICLE 7

Probationary Employees

7.1 Notwithstanding the provisions of Section 7.2 below, all regular full-time Police Department “civilian” employees whose positions are otherwise eligible to be in the bargaining unit shall be required to serve a six (6) month probation period upon being hired. In addition, the Town reserves the right to extend the initial probation period for an additional three (3) months at its sole discretion.

7.2 All employees hired as a regular full-time Police Officer whose positions are otherwise eligible to be in the bargaining unit shall be required to serve a minimum twelve (12) month probationary period, except for employees who are already certified as a full-time Police Officer by the New Hampshire Police Standards & Training Council at the time of hire, in which case the minimum probationary period shall be six (6) months. In addition, the probationary period shall be automatically extended until such time as the employee is certified by the State of New Hampshire as a full-time Police Officer and successfully completes a field training program.

7.3 A probationary employee may be discharged as a Town employee at any time for any reason and shall not be entitled to any of the terms and conditions of this Agreement, except as otherwise noted in Section 8.3.

ARTICLE 8

Promotions and Special Assignments

8.1 The Police Chief shall provide the Union with notice of all opportunities for Police Department promotions and special assignments for posting on the Union bulletin board.

8.2 Promotions and special assignments shall be filled by the most qualified applicant as determined solely by the Police Chief; however, the Police Chief will make every effort to promote employees from within the bargaining unit who are deemed the most qualified for the available position.

8.3 An employee who is promoted to another position shall be placed in a probationary status in that position for ninety (90) days during which time the Police Chief shall evaluate the employee's job performance as it deems necessary. If an employee is a member of the bargaining unit and is found to perform the duties unsatisfactorily, (as determined solely by the Police Chief), then he/she shall be returned to the classification, pay grade and wage rate in effect prior to the promotion. In addition, any member of the bargaining unit who is promoted shall be returned to his/her previous job classification and pay upon written request at anytime during the probationary period. [NOTE: nothing herein is intended to waive the probationary period and the requirement for certification in the event a civilian employee is promoted to a Police Officer position as set forth in Section 7.2.]

8.4 Employees who accept a promotion or voluntarily transfer to a position that is not covered under this Agreement shall cease being entitled to the benefits and other conditions of employment as set forth herein.

8.5 The Police Chief reserves the right to make lateral transfers and designate special assignments or duties within the bargaining unit at the same pay grade classification at his/her sole discretion, provided there is no reduction in base pay rate.

8.6 The Town reserves the right to demote employees for just cause and to reduce the employees' base pay rate to the equivalent step or proportion thereof for the pay grade applicable to the new position, subject to the provisions of the grievance procedures as set forth herein.

8.7 Employees who are promoted to another position within the bargaining unit shall be entitled to a minimum five percent (5%) pay increase or the equivalent of Step 1 (per Appendix A) for the pay grade applicable to the new position, whichever is higher; except in the case of a Patrol Officer being promoted to the position of First Class Patrol Officer, in which case the minimum pay increase shall be two and one-half percent (2.5%); or a Patrol Officer being promoted to the position of Corporal, in which case the minimum pay increase shall be three and one-half percent (3.5%); or a First Class Patrol Officer being promoted to the position of Corporal, in which case the minimum pay increase shall be two and one-half percent (2.5%).

8.8 A bargaining unit employee who is certified and utilized as a Field Training Officer or Communications Training Officer shall be eligible for temporary service out of rank pay as otherwise set forth in Section 16.6 of this Agreement.

8.9 The Police Chief (or designee) shall administer a promotional examination process for the purposes of determining eligibility for promotion in the event of a vacancy in the position of Sergeant. Such tests shall commence upon a minimum fifteen (15) day notice to the employees by posting on the Union bulletin board; and may consist of physical agility & fitness, written examinations, oral boards, personal interviews, and any other measure(s) of police leadership aptitude as may be determined by the Chief of Police. The overall results of the completed test (comprehensive grade only) shall be published on the Union bulletin board and these results shall be in effect until the next testing process is completed. Only those employees who meet the minimum qualifications (as determined by the Police Chief) that are set forth in the applicable

job description shall be eligible to take the promotional exam. Employee participation in these exams shall be voluntary, (but shall be a requirement for promotion), however, time spent during the exam process shall not be subject to any compensation. Test results shall also be used to determine eligibility for promotion to the position of First Class Patrol Officer, and Corporal. The final decision on all promotions shall be at the sole discretion of the Board of Selectmen, taking into account the examination results and other factors such as seniority, personnel records, job performance, training, education, experience, and the recommendation of the Police Chief.

ARTICLE 9

Overtime

9.1 Police Officers covered by this Agreement shall be entitled to be paid at the rate of time and a half their regular pay rates for all time worked in excess of forty-four (44) hours in a seven day work period (Sunday through Saturday), or more than eighty (80) hours over the course of a two week tour of duty. For the purposes of this Agreement, approved vacation leave and holiday time-off with pay shall be considered time worked for the calculation of overtime pay eligibility, but no other forms of compensation, including private details, sick leave, personal days, or bereavement pay shall be considered time worked for the calculation of overtime pay. In the event of extraordinary circumstances, an employee may submit a request to the Police Chief to have authorized leave pay changed to vacation (if accumulated vacation time was otherwise available when the leave was taken) in order to receive overtime pay when extra hours are worked on a non-voluntary basis. Such requests shall not be unreasonably denied.

9.2 Communication Specialists (and CTO's) covered by this Agreement shall be entitled to be paid at the rate of time and one half their regular pay rates for all time worked in excess of forty (40) hours in a seven day work period (Sunday through Saturday). For the purposes of this Agreement, approved vacation leave and holiday time-off with pay shall be considered time worked for the calculation of overtime pay eligibility, but no other forms of compensation, including private details, sick leave, personal days, or bereavement pay shall be considered time worked for the calculation of overtime pay.

9.3 All overtime must be approved by the Police Chief (or his/her designee). Except in the event of an emergency, the Police Chief (or his/her designee) will attempt to provide employees with advance notice of the necessity for overtime work. To the extent possible, the Police Chief (or his/her designee) will attempt to equally distribute overtime among employees.

9.4 Any employee covered by this Agreement who has been called back to work during his/her off-duty time after being dismissed shall be guaranteed a minimum of (2) two hours of pay at time and a half. Call back pay shall not apply in cases where an employee is required to extend his/her work shift on either end.

ARTICLE 10

Court and Hearing Appearances

10.1 Court Time

Unit employees who are required to appear to testify in court on work related matters outside of their regularly scheduled work hours, shall be compensated at a rate of time and one-half for the actual time spent in court, with a three (3) hour minimum. Travel time shall not count as hours worked, but employees shall be compensated for mileage or provided with a Town vehicle at the discretion of the Police Chief. Employees shall sign over to the Town all forms of compensation received through the court system.

10.2 Jury Duty

The Town considers it a civic duty to serve on a jury if summoned and will grant employees leave in order to serve on a jury. Employees summoned for jury duty will be paid their regular base pay as hours worked and shall sign over to the Town all forms of compensation received through the court system. Employees must show their jury summons to the Police Chief as soon as they receive the notice. In addition, the employee is expected to promptly return to their job if they are excused from jury duty during their regular working hours.

ARTICLE 11

Holidays

11.1 Public safety employees in the bargaining unit shall be expected to report to work as scheduled at all times, regardless of holidays. Such employees shall be compensated for holiday pay at the rate of one day (8 hours) per complete calendar month worked. Payment for up to 12 holidays per year shall be made with the first paycheck in the month of December, or upon separation at the pay rate in effect at that time. In addition, bargaining unit members shall be compensated at time and one-half their pay rate for actual hours worked on Thanksgiving and Christmas.

[NOTE: time off for unpaid leaves of absence after FMLA or unpaid suspensions shall not count as time worked, but all other forms of leave shall constitute work time for the purposes of this Section.]

11.2 Non-public safety employees in the bargaining unit who are allowed to take Town recognized holidays off shall be paid in accordance with the Town's Personnel Rules.

11.3 Optional Holiday Pay

Employees who do not routinely work a patrol or dispatch shift may submit a written request to the Police Chief (or his/her designee) at least one week in advance to take a holiday off with pay.

Such requests shall not be unreasonably denied. If approved, the employee shall have eight (8) hours deducted from their end-of-year holiday pay for each holiday that was taken off with pay.

ARTICLE 12

Vacation & Sick Leave

12.1 Vacation

Unit employees are eligible for paid vacation. Each unit employee is required to take five (5) consecutive days off at least once per calendar year. This time-off can be any combination of accumulated leave (except sick leave) and scheduled days off.

Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's current hire date.

If illness or injury occurs during a scheduled vacation, sick leave benefits will not begin until the employee is scheduled to return to work.

If requested, an employee shall be paid his/her vacation pay before starting vacation, provided that such vacation pay is scheduled at least two (2) weeks in advance; otherwise, the employee shall be paid vacation pay upon return from vacation. Advance pay will not be an option for the last two weeks of a fiscal year end, or the first week of a new fiscal year. Vacation pay for a full week will be paid and deducted for 40 hours.

Vacation is earned during the year and is accrued on a weekly basis for every completed work week according to the following schedule:

| <u>Years of Continuous Service</u> | <u>Vacation Time Earned Per Week</u> |
|------------------------------------|--------------------------------------|
| 1-5 | 1.54 hours (= up to 10 days) |
| 6-10 | 2.31 hours (= up to 15 days) |
| 11-20 | 3.08 hours (= up to 20 days) |
| 21+ | 3.85 hours (= up to 25 days) |

[NOTE: time off for unpaid leaves of absence after FMLA or unpaid suspensions shall not count as time worked for the purpose of calculating vacation leave earnings, but all other forms of leave shall constitute work time for the purposes of this Section.]

12.1.A Employees will be credited with vacation time earned during the initial probationary period upon the successful completion of the probationary period. The Police Chief may, under extenuating circumstances, authorize the use of vacation leave during the probationary period upon written request of the employee.

12.1.B Employees will only be allowed to carry-over one hundred twenty (120) hours of unused vacation time from one fiscal year to the next. Unused vacation leave in excess of one hundred twenty (120) hours will be bought back at a rate of fifty percent (50%) payable with the last paycheck in the fiscal year at the pay rate in effect at that time, except in cases where a vacation leave request that was submitted prior to December 1 was denied or rescinded by the Police Chief for public safety reasons, in which case the employee shall be paid for one hundred percent (100%) of that unused leave.

12.1.C Employees shall receive one hundred percent (100%) of their accumulated vacation leave as part of their last paycheck upon separation, in the event of a layoff, voluntary resignation with at least two (2) weeks notice, death of the employee, or involuntary separation for medical reasons. Employees who do not provide a minimum two (2) weeks notice or are discharged for any reason (other than medical) shall forfeit unpaid vacation leave.

12.1.D Employees who have utilized at least forty (40) consecutive hours of approved paid leave in a calendar year may thereafter cash in any amount of unused accumulated vacation leave at a rate of fifty percent (50%), with the remaining fifty percent (50%) to be deemed forfeited.

12.2 Sick Leave

Unit employees shall be entitled to sick leave with pay, which shall be earned and accumulated at the rate of eight (8) hours per completed month of actual work to a maximum of one hundred ninety-two (192) hours.

Employees who are requesting the use of sick leave must call Dispatch to speak with the Patrol Sergeant or Officer-in-Charge at least four (4) hours prior to their scheduled shift to be eligible for paid leave except in the case of an emergency. Such requests shall not be unreasonably denied provided the employee is actually sick or otherwise unable to work due to an unanticipated illness. The Police Chief or Town Administrator may order the employee to submit to a physical examination by a physician employed by the Town if they have reason to believe an employee may be feigning illness or injury. Proof beyond a reasonable doubt that an employee has been feigning illness or injury shall be cause for dismissal. In all cases when an employee takes more than three (3) consecutive days of sick leave, they shall submit a doctor's certificate or these days shall be deducted from vacation time, or in the event vacation time has been exhausted, he/she shall not be paid for such days. Any employee may utilize sick leave to attend to an illness or doctor's appointment for a member of the employee's immediate family (spouse and children) in the event of an unforeseen emergency, however, leave requested for this purpose shall not exceed thirty-two (32) hours per year.

Employees on extended sick leave (beyond 3 days) should apply for Family and Medical Leave, otherwise they may be placed on FMLA by the Town. In the case of employees who are eligible and entitled to leave under FMLA, any sick leave taken under this Section will count towards the amount of leave permitted under the Act.

Employees who have used sick leave (or other accumulated leave pay) while waiting for

disability insurance payments shall be required to buy back leave time upon receipt of such payments to ensure they do not earn more than one hundred percent (100%) of their pre-disability income.

Employees who are absent from work due to illness in excess of three consecutive work days may be required by the Police Chief to obtain certification from their physicians that they are able to return to work.

Employees whose medical care does not require a full day off from work shall be expected to report to work as scheduled and return to work as soon as possible.

12.2.A Employees will be credited with sick leave time earned during the initial probationary period upon the successful completion of the probationary period. The Police Chief may, under extenuating circumstances, authorize the use of sick leave during the probationary period upon written request of the employee and a doctor's note.

12.2.B Upon voluntary employment separation with at least two weeks notice, employees shall be compensated for unused sick leave up to a maximum of one hundred ninety-two (192) hours to be paid in weekly increments of up to forty (40) hours as set forth in Section 19.5 at the wage rate in effect at that time as follows:

- Years 1 -5 - 0%
- Years 6-10 - 50%
- Years 11+ - 100%

12.2.C Regular full-time employees who have accumulated the maximum amount of sick leave, (192 hours), may thereafter cash in unused accumulated sick leave at a rate of twenty-five percent (25%) – one hour of pay at straight time for four hours taken off the books. Employees who are otherwise eligible for sick leave buy-back and have completed ten (10) years of regular full-time service to the Town shall be eligible to cash-in their sick leave at a rate of fifty percent (50%) – one hour of pay at straight time for two hours taken off the books. Requests shall be submitted in writing to the Police Chief, to be passed onto the Finance Department.

12.2.D The Police Chief (or his/her designee) reserves the right to relieve employees from duty and place them on sick leave (to be paid if accumulated time is available) upon a determination that an employee is too sick to work safely or poses a risk of spreading a health condition to other employees. An employee who is aggrieved by this decision must provide the Town with a doctor's note indicating they are healthy enough to work and/or do not pose a threat of contaminating others, in which case the leave time shall be restored as if it were worked.

12.2.E The Police Chief may require employees who are absent from work on a holiday due to an illness to provide a doctor's note in order to be eligible for eight (8) hours of holiday pay.

[NOTE: time off for unpaid leaves of absence after FMLA or unpaid suspensions shall not count as time worked for the purpose of calculating sick leave earnings, but all other forms of leave shall constitute work time for the purposes of this Section.]

12.3 Sick Leave Donations

12.3.A Town employees may voluntarily donate accumulated sick leave for the benefit of a bargaining unit member who is unable to work due to an illness or injury and has exhausted all previously earned vacation and sick leave.

12.3.B In order to donate and/or receive sick leave under this policy, an employee must submit the following to the Town Administrator:

- (1) A written statement signed by the employee requesting authorization to receive donated sick leave, indicating the commencement date when all other forms of leave have been or will be exhausted. (The Town Administrator may waive this requirement in the event that the employee is incapacitated.)
- (2) A written statement signed by the employee indicating a voluntary donation of sick leave, to include the amount of time being donated (in 8 hour increments only) and the name of the recipient.

12.3.C Donations of sick leave shall be deducted from an employee's accumulated sick leave account and transferred into the recipient's account immediately upon receipt of the required paperwork. The value of donated sick leave days shall be calculated at the recipient's regular rate of pay at the time of disbursement. Unused donated sick leave shall remain in the recipient's account.

12.3.D The maximum amount of sick leave to be donated to any employee shall be seventy-two (72) days total (576 hours) and ten (10) days (80 hours) per donor, to be disbursed at a maximum rate of five (5) days per pay period. Extensions may be approved at the sole discretion of the Board of Selectmen.

12.3.E The use of donated sick time shall not serve to change any existing conditions of employment or extend the member's tenure in position, nor shall it impact the accrual of sick leave or the eligibility for sick leave bonus pay as otherwise set forth in the Agreement.

12.4 Personal Day

Employees shall be eligible for one regularly scheduled shift as a personal day off with pay per calendar year upon one week notice to their Supervisor, except in the event of an emergency, whereby approval shall not be unreasonably withheld. Personal days cannot be used in hourly increments.

ARTICLE 13

Worker's Compensation

13.1 The Town shall provide workers' compensation insurance for all employees covered by this Agreement in accordance with the provisions of RSA281-A.

13.2 During such time as an employee is unable to work due to a worker's compensation injury claim, the injured employee may use his/her accumulated leave (or portions thereof) in order to receive his/her regular weekly pay (up to 40 hours per week). Such leave may include vacation, holiday and/or sick leave.

13.3 Employees may buy-back used leave at their sole discretion when receiving worker's compensation insurance payments.

13.4 An employee injured at work who fails to immediately report back to work (in accordance with the work schedule in effect at that time) upon a "fit for duty" medical diagnosis or an employee found to be working for someone other than the Town while on paid administrative leave due to a worker's compensation injury shall be discharged.

13.5 The Town reserves the right to have any employee who is out of work due to a workers' compensation claim evaluated by a medical professional(s) of its choice at Town expense (including mileage reimbursement) at mutually convenient times.

13.6 The Town, at its discretion, may require injured employees to report to work for temporary light duty assignments if such work is approved by a medical doctor. Employees who refuse are subject to discharge.

13.7 An employee out of work due to a bonafide work place injury shall be considered to be on administrative leave for a period not to exceed eighteen (18) months from the date of injury. During this period he/she shall continue to be eligible for all benefits as set forth in this Agreement. If an employee is unable to return to his/her normal duties within eighteen (18) months from the date of the injury, the Town shall have the right to discharge the employee for medical reasons, and to disburse any accumulated leave time the employee may have available up to the maximum amounts as set forth herein. However, the availability for continued benefits and eighteen (18) month leave period shall not be applicable if the injury:

- (a) occurs while in the employ of someone other than the Town;
- (b) is the result the employee's own gross negligence or horseplay;
- (c) is a condition that existed prior to being employed by the Town.

ARTICLE 14

Insurances

14.1 Health Insurance

The Town will provide unit employees with the ability to enroll in either the AB20IPDED with RX 10/20/45 (Access Blue) plan or the ABSOS20/40/1KDED with RX 10/20/45 (Site of Service) plan as offered through the New Hampshire Health Trust. The Town shall pay ninety percent (90%) of the premiums. As an alternative, employees may choose the Allegiant Care Standard Plan as offered through the Teamsters Union which includes dental and vision benefits in lieu of all other plans being offered through the Town. The Town shall pay eighty percent (80%) of those premiums effective 7/1/23. (See Appendix C for Plan Descriptions and Rates)

Employees may select the plan of their choice, to include single, two-person or family coverage, in accordance with the eligibility rules of the provider. Employee contributions shall be on a pre-tax (per IRS Section 125) weekly payroll deduction basis. The Town may substitute these policies for comparable or better coverage upon sixty (60) day written notification to the Union. [NOTE: comparable or better coverage shall be defined as no increase in out-of-pocket employee expenses for prescriptions, deductibles and co-payments.]

14.1.A Health Insurance Opt-Out Plan

If a bargaining unit employee has health insurance coverage that is not paid for by the Town, the Town shall pay that employee fifty percent (50%) of the premiums for the Access Blue plan offered based on the annual cost (July 1 – June 30) for a single plan. (In situations where two or more family members working for the Town are eligible for insurance coverage under the same policy, the Town shall only provide one policy per family and the other family member shall not be eligible for an opt-out payment.) Such payments shall be made as a weekly stipend equal to 1/52 of the total amount due. This stipend will be considered income for tax purposes but not for base wage, retirement or overtime pay calculations. To be eligible the employee must show proof of said coverage upon request of the Town. Employees who lose outside coverage due to divorce, death of a spouse or spouse's termination will be allowed back onto the insurance plan paid for by the Town in accordance with the terms of the carrier, provided that such coverage does not result in any financial cost to the Town for coverage prior to the 1st day of the month following written notification by the employee to the Selectmen's Office of their loss of coverage.

14.2 Dental Insurance

The Town shall provide unit employees with the ability to enroll in the Delta Dental Option 1 insurance plan. Employees may select single, two-person or family coverage, in accordance with the eligibility rules of the provider. The Town shall pay ninety percent (90%) of the premiums. Employee contributions shall be on a pre-tax (per IRS Section 125) weekly payroll deduction basis.

The Town may substitute this policy for comparable or better coverage upon sixty (60) day written notification to the Union.

14.3 Short-Term Disability Income Protection

The Town will provide short-term [up to twenty-six (26) weeks] disability income protection for unit employees, at no cost to the employee, in accordance with the terms of the carrier. However, it shall be understood that such payments do not obligate the Town to maintain an employees' status and benefits except as otherwise set forth in this Agreement. [See also Section 6.6]

14.4 Long Term Disability Income Protection

The Town will provide long-term disability income protection for unit employees, at no cost to the employee, in accordance with the terms of the carrier. However, it shall be understood that such payments do not obligate the Town to maintain an employees' status and benefits except as otherwise set forth in this Agreement. [See also Section 6.6]

14.5 General Liability Insurance

The Town agrees to protect and indemnify unit employees pursuant to the provisions of RSA 31:105-108. In addition, the Town will provide a general liability insurance policy for all employees covered by this Agreement.

14.6 Life Insurance

The Town shall provide unit employees, with fully paid group life and accidental death & dismemberment insurance in an amount equal to (1.65) times the annual base salary, up to a maximum of two hundred thousand dollars (\$200,000) in accordance with the terms of the carrier.

14.7 Flexible Benefit Plan

The Town will offer unit employees an IRS recognized Flexible Benefit program to include a health care reimbursement plan and a dependent care reimbursement plan in accordance with rules established by federal law, subject to such limitations as may be set by the Town.

14.8 IRS Taxable Benefits for Insurance

The Town will tax all insurances (health insurance for some dependants, life insurance over \$100K, etc.) and other fringe benefits as otherwise required by federal law.

ARTICLE 15

Private Details

15.1 Unit employees who are certified by the New Hampshire Police Standards & Training Council as full-time police officers and otherwise qualified (trained) to work special private details shall be eligible to volunteer for such work during off-duty times on a first-come, first-served sign-up basis, provided, however, that requests for specific officers will be honored to the extent possible.

15.2 All employees who work a private detail will be paid at a rate of sixty dollars (\$60.00) per hour, except for the Bank of New Hampshire Pavilion which shall have a paid detail rate of seventy dollars (\$70.00) per hour. The minimum pay shall be four (4) hours. Employees who have signed up for a private detail that is canceled within twelve (12) hours of the scheduled start time shall be paid for two (2) hours. Employees who have signed up for a School District detail that is canceled within two (2) hours of the scheduled start time shall be paid for two (2) hours.

15.3 Travel time to a private detail work site shall not count as hours worked, but employees shall be compensated for mileage (from the Police Station to the detail site) or provided with a Town vehicle at the discretion of the Police Chief.

15.4 Notwithstanding the provisions of Article 15.5 below, the Police Chief shall have the ultimate authority to develop and implement a private detail sign-up system, assign specific personnel, (including supervisors), cancel details, decline a request to provide a detail officer or mandate detail coverage as deemed to be in the best interests of public safety. Details other than Bank of New Hampshire Pavilion will be arranged via a rotation that allocates two-thirds (2/3) of all detail assignments to bargaining unit members and the remaining one-third (1/3) shall be assigned to non-bargaining unit members to the greatest extent practical.

15.5 If no volunteers sign-up or in the event a private detail assignment becomes available with less than seventy-two (72) hours' notice, the Police Chief may assign qualified employee(s) who are not otherwise scheduled to work, to be distributed on an equitable rotating basis to the greatest extent possible.

ARTICLE 16

Wages

16.1 Pay Plan

All employees whose positions are subject to this Agreement shall be paid an hourly wage pursuant to the pay classification plan attached hereto as Appendix A. Said plan shall be in effect as of the first pay period in January 2023. The Town shall provide all non-probationary employees as of January 1, 2023, with a thirteen point five percent (13.5%) wage rate increase. All probationary employees as of that date shall receive a three dollar (\$3.00) per hour wage rate

increase. It shall be understood that the plan consists of minimum and maximum pay rates to be in effect for all unit employees, but the steps shall serve only as a guide for the placement of new employees as set forth in Section 16.3.

16.2 Wage Rates

Current employees (as of the date this Agreement is ratified by the parties) shall be assigned an employee classification and a specific step position (pay rate) in accordance with the pay classification plan referenced herein effective during the first pay period in January 2023, pursuant to the wage schedule attached hereto as Appendix B.

16.3 Initial Pay Rates

For new employees hired after the date this Agreement is ratified, the Town reserves the right to assign the initial pay rate (step) based on experience and qualifications and the availability of budgeted funds as determined solely by the Board of Selectmen. However, any existing employee in the same pay grade with similar (or greater) qualifications and experience may utilize the provisions of Section 16.5 below, to seek a step reclassification.

16.4 Merit Pay Increases

All bargaining unit employees shall be subject to job performance evaluations in accordance with the Town's Personnel Policies which shall be used to determine (a) whether or not a probationary period has been completed satisfactorily; and if so how much of a pay increase has been earned; (b) the extent to which an employee is meeting his/her job expectations and goals as established by his/her supervisor on an annual basis; and if so how much of a pay increase has been earned; and (c) the extent to which employee conduct or behavior has been modified upon identification by a supervisor of a need for improvement. A copy of this policy and the evaluation form to be used is attached hereto as Appendix D.

16.5 Extraneous Pay Rate Adjustments

The Union may submit written requests to the Police Chief to increase an employee's step classification or reclassify an employee's job title (upward but not downward) for good cause. In addition, the Union may request the Police Chief approve a step adjustment (upward, but not downward) for any employee whose compensation rate is at least ten percent (10%) lower than a compilation of comparable employees from other municipalities in Belknap County. The Police Chief may request the Union provide such justification as he/she deems necessary to submit a recommendation to the Board of Selectmen. It is understood that the Board of Selectmen has the final authority on such requests, which shall not be unreasonably denied.

16.6 Temporary Service Out of Rank

A unit employee who performs the duties of a higher rank for a period of forty (40) hours or more upon authorization of the Police Chief, shall be paid an additional five percent (5%) of his/her wages while performing such duties. (However, it shall be understood that nothing in

this Agreement shall be construed to prevent or limit the ability of supervisors from performing the duties of subordinates whenever necessary upon the direction of the Police Chief.)

16.7 Heroic or Meritorious Effort Pay

The Board of Selectmen, upon recommendation of the Town Administrator and Police Chief, may award an employee an extra day's pay for an exceptionally heroic or meritorious performance of duty, not to exceed five hundred dollars (\$500) or three (3) days pay, to any one employee in a year.

ARTICLE 16A

Hours of Work

16A.1 Work times, tours of duty, and shift schedules shall be established by the Chief of Police, provided, however, that employees shall be notified of any changes to their hours of work at least two weeks in advance or as soon as practical, except in the event of an emergency. Standard work shifts for Police Officers who are members of the bargaining unit shall be eighty (80) hours over the course of a two week tour of duty in shifts of eight (8), ten (10), or twelve (12) hours per day. The Town shall strive, in so much as reasonably possible, to provide all members of the bargaining unit with a minimum of two (2) consecutive days off per week.

16A.2 It shall be the exclusive prerogative of the Chief of Police, (upon approval of the Board of Selectmen), to establish minimum shift staffing levels or to fill vacant shifts with members of the bargaining unit.

16A.3 Work schedules for special assignment personnel, (to include Detectives, Prosecutors, K-9 Handlers and School Resource Officers), may be on a fixed shift basis, (non-rotating, but subject to periodic adjustments), as determined by the Chief.

16A.4 Rotating Shifts

Employees who are assigned to dispatch and patrol duties shall be required to work rotating shifts as determined by the Police Chief. The Union, and its affected members, shall be notified of changes in the rotation or deviations from the current practice at least two (2) weeks in advance in so much as possible, except in the event of an emergency. The Union shall work informally with the Police Chief on behalf of all its members in the event that it has suggestions on changes or improvements to the shift rotation system. The parties acknowledge that any substantive or permanent changes in the current system must be negotiated and agreed upon in writing.

16A.5 Employees may, upon written notice to the shift supervisor(s) at least 24 hours in advance to the greatest extent practical, voluntarily swap shifts within the same pay period for no more than seven (7) times per calendar year, provided that such shift swapping will not result in any additional overtime costs to the Town or call-back pay. The written notice must be signed

by all affected employees. In the event of extenuating circumstances, the limit of seven (7) shift swaps per year may be extended upon approval of the Police Chief (or his/her designee) and all affected employees.

16A.6 In the event of special circumstances that may result from an unanticipated event such as a family medical emergency, the need for reasonable accommodations under ADA, post traumatic stress, bereavement, military deployment, professional development opportunity or some other urgent situation, employees may request a long-term change in shift assignments and/or a waiver of the requirement to work a complete cycle, provided that such a request is submitted in writing, identifies a volunteer who is willing to swap shifts (if applicable) and is signed by all affected employees. Such requests shall be subject to the approval of the Police Chief (or his/her designee) and shall not be unreasonably denied.

16A.7 Printed schedules of shift assignments shall be provided to the Union Steward for posting on the Union bulletin board.

16A.8 In the event of a permanent shift vacancy resulting from an employee separation, the Police Chief shall provide written notice to the Union Steward and thereafter meet with a Union representative upon written request within ten (10) days to discuss opportunities for current members of the bargaining unit to bid on a vacant shift assignment on the basis of seniority and qualifications. If the parties are unable to reach a mutually acceptable resolution, the next step will be a discussion involving the Union Business Agent and Town Administrator.

ARTICLE 17

Retirement

17.1 All unit employees and the Town shall participate in the New Hampshire Retirement System under such terms and conditions as may be applicable under state law and in accordance with NHRS rules. In addition, employees may voluntarily contribute such funds as allowed by law towards an IRS recognized Section 457 plan as administered by the ICMA.

ARTICLE 18

Safety & Training

18.1 The Town will establish and maintain a Joint Loss Management Committee (JLMC) as required by the New Hampshire Department of Labor. The Union shall delegate participation of one its members to serve on the JLMC and an alternate to serve when the regular delegate is unable.

18.2 The parties mutually agree to participate in a joint labor-management safety committee for the purpose of developing recommendations for a random drug testing program for police officers and dispatchers as well as any other employee safety and/or health issues. The

committee shall submit such recommendations to the Board of Selectmen for a final decision at their sole discretion.

18.3 It is understood that the Town shall have the right to make and enforce regulations for the safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the Town at all times, to include the use and care of such safety devices as may be assigned in accordance with their intended purpose. Employees who violate Town safety policies or willfully engage in unsafe conduct during work hours shall be subject to disciplinary proceedings, up to and including discharge.

18.4 The Town reserves the right to require employees to undergo and successfully complete training programs as may be mandated by law or otherwise required by the Police Chief. Such training will be at Town expense, (including mileage, travel, course materials, meals and lodging), subject to IRS guidelines and written Town policies; unless an employee requests to (a) participate in a training activity that falls outside his/her normal duties or (b) takes college courses; in which case Town reimbursements shall be as otherwise set forth in the Town's Personnel Rules.

18.5 The Town may, at its sole discretion, approve reimbursements for training and educational programs, including college courses that take place outside of the work day. Requests shall be submitted in writing at least ninety (90) days in advance (to the greatest extent possible) to the Police Chief for consideration based upon the availability of budgeted funds, the benefit to police department operations and the employees' work performance. If approved, such reimbursements shall be limited to seventy-five percent (75%) of the cost of tuition and books as documented in a receipt, (not including any grants), with a limit of up to one thousand dollars (\$1,000.00) per employee per calendar year, conditioned upon the attainment of a "B" or better grade. Requests for tuition, books and program reimbursements under this policy must be submitted within thirty (30) days of course completion.

18.6 The Town may, at its sole discretion, require employees to sign an agreement to either stay in the employ of the Town for up to twelve (12) months or reimburse the Town (on a pro-rated basis) for its expenses as a condition of paying for training and education as set forth in Section 18.5 of this Agreement.

18.7 The Town agrees to grant time-off from work for the Union Steward to attend Union designated labor training opportunities upon notification to the Police Chief at least two (2) weeks in advance, (to the greatest extent possible), provided that the employee has available leave time on the books, otherwise the Town shall allow up to five (5) days of Union training per year to be taken as unpaid leave. The Police Chief may, at his/her sole discretion, deny or revoke such requests in the event of an unforeseen public safety emergency or upon a determination that such leave would disrupt the Police Department's operations due to a staffing shortage.

ARTICLE 19

Miscellaneous Provisions

19.1 Mileage Reimbursement

An employee who has approval from the Police Chief (or his/her designee) to utilize a private vehicle to conduct departmental business shall be reimbursed at the Town's reimbursement rate from the Police Station or his/her home, whichever is closer to the destination of the assignment.

19.2 Drug Free Workplace

Employees are prohibited from reporting to work or working under the influence of any illegal drugs or controlled substances not medically authorized in his/her system or under the influence or impaired by alcohol or other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public or other employees while on Town property or on Town time or Town business. Employees may not enter onto Town property in possession of any illegal drugs or controlled substances not medically authorized, except as otherwise necessary in the performance of the duties of a Police Officer upon the confiscation of such substances.

19.3 Uniforms

The Town shall provide employees with uniforms to be worn whenever conducting official business, except when civilian attire is required by the Chief of Police for more than thirty (30) days per year, in which case the Town shall provide for a reimbursement of up to three hundred dollars (\$300) per calendar year for the purchase of civilian clothing that is worn while performing authorized Police duties. In addition, the Town shall provide employees with all insignia, equipment, safety devices, footwear and gear (including jackets, weapons and ammunition) as determined necessary by the Police Chief for use in the course of duty. All such items shall remain property of the Town, except footwear. Employees shall be expected to maintain and care for all Town property to the standards established under Department rules and regulations, but the Town shall pay for cleaning costs. The Town shall replace such items as necessary absent employee abuse (in which case the employee shall replace the item) at the discretion of the Police Chief.

19.4 Health & Wellness

Unit employees shall be eligible for reimbursement of up to three hundred dollars (\$300) per calendar year for a health club membership, durable fitness equipment, smoking cessation programs, weight loss programs, insurance deductibles, office visit co-payments, prescriptions and any other medical expenses that are recognized as being tax deductible by the IRS; (to include dental, vision, and durable goods) upon proof of payment.

19.5 Extended Paid Leaves

During such time as a member of the bargaining unit is being paid for vacation and/or sick leave as the result of a voluntary resignation or retirement, such payments shall be made in weekly increments that do not exceed the regular weekly base pay amount, but employees shall not be eligible for any other benefits as set forth in this Agreement, except for the continuation of all insurances and holiday pay as otherwise set forth herein. Employees who give a minimum two (2) weeks notice of a pending resignation or retirement shall be notified in writing by the Town Administrator of the amounts of leave to be disbursed. Sick time shall be paid first until depleted and then vacation leave. In lieu of extended payments, an employee may request a lump sum payment equal to fifty percent (50%) of the total amount that would otherwise be due as of the effective date of separation.

ARTICLE 20

Separability

20.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, laws, ordinances and regulations of the United States of America and/or the State of New Hampshire, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 21

Entire Agreement

21.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

21.2 Both parties agree that the increased economic obligations negotiated under this Agreement over those obligations previously received by members of the bargaining unit are subject to the approval of the legislative body (Gilford Town Meeting) as otherwise set forth in the provisions of RSA 32:5-a and any other applicable laws. In the event that the legislative

body fails to approve the cost items and appropriate the funds necessary to pay for the increased obligations as negotiated herein, then this entire Agreement shall be null and void.

ARTICLE 22

Duration of Agreement

22.1 The terms of this Agreement shall be effective commencing January 1, 2023, through December 31, 2024. Upon expiration, the terms and conditions of this Agreement shall remain in effect to the extent required by law.

22.2 Retroactivity

The terms and conditions of this amended Agreement shall be retroactively applied to January 1, 2023, as otherwise set forth in this Agreement, (except where specifically noted), based upon the ratification of the cost items by the voters at the March 2023 Town Meeting and the provisions of status quo for the ensuing year. No other retroactivity shall apply.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates noted below. ATTEST:

For the Teamsters Local 633 of NH:

For the Town of Gilford:

Business Agent

Selectman, Chair

Secretary-Treasurer

Selectman, Vice-Chair

Steward

Selectman, Clerk

Committee Member

December 19, 2022
Ratification Date

Ratification Date

Cost Items Approved by Vote on Article 5 at the 2023 Annual Town Meeting held on the 28th day of March, 2023. ATTEST:

Danielle LaFond, Town Clerk-Tax Collector

| | | | | | | | | | | |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| TOWN OF GILFORD | | | | | | | | | | |
| TEAMSTERS LOCAL 633 | | | | | | | | | | |
| APPENDIX A | | | | | | | | | | |
| Wage Classification Plan | | | | | | | | | | |
| EFFECTIVE JANUARY 1, 2023 | | | | | | | | | | |
| GRADE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
| 1 | \$23.00 | \$24.16 | \$25.39 | \$26.67 | \$28.02 | \$29.44 | \$30.93 | \$32.50 | \$34.14 | \$35.87 |
| COMMUNICATION SPECIALIST | | | | | | | | | | |
| 2 | \$26.00 | \$27.32 | \$28.70 | \$30.15 | \$31.68 | \$33.28 | \$34.97 | \$36.74 | \$38.60 | \$40.55 |
| PATROL OFFICER/DETECTIVE/K9 OFFICER/SRO | | | | | | | | | | |
| 3 | \$27.50 | \$28.89 | \$30.35 | \$31.89 | \$33.51 | \$35.20 | \$36.98 | \$38.86 | \$40.82 | \$42.89 |
| PATROL OFFICER FIRST CLASS | | | | | | | | | | |
| 4 | \$29.00 | \$30.47 | \$32.01 | \$33.63 | \$35.33 | \$37.12 | \$39.00 | \$40.98 | \$43.05 | \$45.23 |
| CORPORAL | | | | | | | | | | |

| TOWN OF GILFORD | | | | | | |
|----------------------------|--------------|-------------------|-----------------|--------------|---------------|--|
| TEAMSTERS LOCAL 633 | | | | | | |
| APPENDIX B | | | | | | |
| Wage Schedule | | | | | | |
| <u>Employee</u> | <u>Anniv</u> | <u>12/31/2022</u> | <u>1/1/2023</u> | | | |
| <u>Position</u> | <u>Date</u> | <u>Rate</u> | <u>Rate</u> | <u>% CHG</u> | <u>\$ CHG</u> | |
| Police Officer | Sep-17 | \$25.14 | \$28.53 | 13.50% | \$3.39 | |
| Arsenault, Curtis | | | | | | |
| Police Officer | Apr-15 | \$24.27 | \$27.55 | 13.50% | \$3.28 | |
| McNeil, Jerecho | | | | | | |
| Police Officer (Det.) | Jan-05 | \$23.93 | \$27.16 | 13.50% | \$3.23 | |
| Wallace, Troy | | | | | | |
| Police Officer | Oct-25 | \$24.17 | \$27.43 | 13.50% | \$3.26 | |
| Brewer, Richard | | | | | | |
| Police Officer | Oct-25 | \$24.29 | \$27.57 | 13.50% | \$3.28 | |
| Tomasetti, Logan | | | | | | |
| Police Officer | Apr-10 | \$23.00 | \$26.11 | 13.50% | \$3.11 | |
| Briggeman, Hunter | | | | | | |
| Police Officer | Jun-26 | \$23.00 | \$26.11 | 13.50% | \$3.11 | |
| Gentile, Anthony | | | | | | |
| Police Officer | May-08 | \$23.00 | \$26.11 | 13.50% | \$3.11 | |
| Johnson, Connor | | | | | | |
| Police Officer | Nov-14 | \$23.58 | \$26.76 | 13.50% | \$3.18 | |
| Ayotte, Nathan | | | | | | |
| Communication Specialist | Apr-01 | \$26.69 | \$30.29 | 13.50% | \$3.60 | |
| Craver, Karen | | | | | | |
| Communication Specialist | Jan-01 | \$26.58 | \$30.17 | 13.50% | \$3.59 | |
| Crowell, Charlene | | | | | | |
| Communication Specialist | May-09 | \$20.42 | \$23.42 | 14.69% | \$3.00 | |
| Carrier, Jennifer | | | | | | |

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE TOWN OF GILFORD

AND

TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE

ON BEHALF OF THE

TOWN OF GILFORD POLICE DEPARTMENT EMPLOYEES

January 1, 2023 – December 31, 2024

APPENDIX C

INSURANCE INFORMATION



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.healthtrustnh.org or call 1-800-527-5001. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <http://www.healthcare.gov/sbc-glossary/> or call 1-833-388-1239 to request a copy.

| Important Questions | Answers | Why This Matters |
|---|---|---|
| What is the overall <u>deductible</u> ? | \$250 individual/\$750 family | Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> . |
| Are there services covered before you meet your <u>deductible</u> ? | Yes. <u>Network preventive care</u> , <u>network office visits</u> and <u>prescription drugs</u> are covered before you meet your <u>deductible</u> . | This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other <u>deductibles</u> for specific services? | Yes. <u>\$100</u> for <u>Durable Medical Equipment</u> coverage. There are no other specific <u>deductibles</u> . | You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services. |
| What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? | For medical and prescription expenses combined: \$3,000 individual/ \$6,000 family. | The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met. |
| What is not included in the <u>out-of-pocket limit</u> ? | <u>Premiums</u> , <u>balance-billing charges</u> , <u>out-of-network expenses</u> and health care this <u>plan</u> doesn't cover. | Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> . |
| Will you pay less if you use a <u>network provider</u> ? | Yes. Access Blue New England. See www.anthem.com or call 1-833-388-1239 for a list of <u>network providers</u> . | This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services. |

Do you need a referral to see a specialist? No. You do not need a referral to see a network specialist. You can see the specialist you choose without a referral.

! All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|--|---|--|--|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$20 copay per visit, deductible does not apply | Not covered | -----none----- |
| | Specialist visit | \$20 copay per visit, deductible does not apply | Not covered | -----none----- |
| | Preventive care/screening/immunization | No charge | Not covered | You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. |
| If you have a test | Diagnostic test (x-ray, blood work) | No charge | Not covered (unless at in-network facility or an emergency department) | -----none----- |
| | Imaging (CT/PET scans, MRIs) | 0% coinsurance | Not covered (unless at in-network facility or an emergency department) | -----none----- |
| If you need drugs to treat your illness or condition More information about prescription drug coverage is available at 1-888-726-1631 or www.caremark.com | Generic drugs | \$10/prescription (retail) \$10/prescription (mail service), deductible does not apply | Your copay and any balance billing, deductible does not apply. | There is a limit of a 34 day supply at retail and a 90 day supply at mail service. Limitations may apply to specific drugs and programs. You pay the network copay when using a CVS Caremark participating pharmacy. |
| | Preferred brand drugs | \$20/prescription (retail) \$20/prescription (mail service), deductible does not apply | Your copay and any balance billing, deductible does not apply. | |
| | Non-preferred brand drugs | \$45/prescription (retail) \$45/prescription (mail service), deductible does not apply | Your copay and any balance billing, deductible does not apply. | |
| | Specialty drugs | No coverage (retail); Prescription copay (mail service), deductible does not apply. | Not covered | |
| If you have outpatient surgery | Facility fee (e.g. ambulatory surgical facility) | 0% coinsurance | Not covered | Costs may vary by site of service. |

* For more information about limitations and exceptions, see the plan or policy document at www.healthtrustnh.org.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|---|--|--|---|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you need immediate medical attention | Physician/surgeon fees | 0% coinsurance | Not covered (unless at in-network facility) | Costs may vary by site of service. |
| | Emergency room care | \$150 copay before deductible and 0% coinsurance after deductible. | Covered as In-Network | Copay waived if admitted |
| | Emergency medical transportation | 0% coinsurance | Covered as In-Network | -----none----- |
| | Urgent care | \$75 copay before deductible and 0% coinsurance after deductible. | Covered as In-Network | -----none----- |
| | Facility fee (e.g., hospital room) | 0% coinsurance | Not covered | -----none----- |
| | Physician/surgeon fees | 0% coinsurance | Not covered (unless at in-network facility) | -----none----- |
| If you have a hospital stay | Outpatient services | Office Visit \$20 copay per visit Other Outpatient 0% coinsurance | Office Visit Not covered Other Outpatient Not covered (unless at in-network facility) | -----none----- |
| | Inpatient services | 0% coinsurance | Not covered (unless at in-network facility) | -----none----- |
| | Office visits | 0% coinsurance | Not covered | -----none----- |
| | Childbirth/delivery professional services | 0% coinsurance | Not covered (unless at in-network facility) | Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.) |
| If you are pregnant | Childbirth/delivery facility services | 0% coinsurance | Not covered | -----none----- |
| | Home health care | 0% coinsurance | Not covered | -----none----- |
| | Rehabilitation services | \$20 copay per visit, deductible does not apply. | Not covered (unless at in-network facility) | Coverage for physical, speech and occupational therapy services is limited to 60 combined visits per member per year. |
| If you need help recovering or have other special health needs | Rehabilitation services | \$20 copay per visit, deductible does not apply. | Not covered (unless at in-network facility) | All rehabilitation and habilitation visits count towards your rehabilitation limit. |

* For more information about limitations and exceptions, see the plan or policy document at www.healthtrustnh.org.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|----------------------------|--|--|---|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| | Skilled nursing care | 0% coinsurance | Not covered (unless at in-network facility) | Maximum of 100 days per member per year. |
| | Durable medical equipment | 20% coinsurance | Not covered | -----none----- |
| | Hospice services | No charge | Not covered (unless at in-network facility) | -----none----- |
| | Children's eye exam | No charge | Not covered | Limited to one exam per year. |
| If your child needs dental or eye care | Children's glasses | Not covered | Not covered | \$40 reimbursement per member per year for frames and lenses. |
| | Children's dental check-up | Not covered | Not covered | -----none----- |

Excluded Services & Other Covered Services:

| Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.) |
|--|
| <ul style="list-style-type: none"> • Acupuncture • Cosmetic surgery • Dental check-up |

| Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.) |
|---|
| <ul style="list-style-type: none"> • Long-term care • Non-Emergency/Urgent Care when traveling outside the U.S. • Private duty nursing • Routine foot care unless medically necessary • Weight loss programs |

| |
|---|
| <ul style="list-style-type: none"> • Hearing aids (limited to one hearing aid per ear each time a prescription changes or every five years) • Routine eye care (Adult) (limit of one exam every two years) • Infertility treatment |
|---|

* For more information about limitations and exceptions, see the plan or policy document at www.healthtrustnh.org.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

For Medical Claims:
Anthem Blue Cross and Blue Shield
ATTN: Grievance and Appeals
PO BOX 518
North Haven, CT 06473-0518

For Prescription Drug Claims:
Prescription Claim appeals MC109
CVS Caremark
PO Box 52084
Phoenix, AZ 58072-2084

Does this plan provide Minimum Essential Coverage? Yes

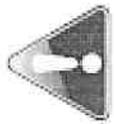
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$250
- Specialist copayment \$20
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing

| | |
|-------------|-------|
| Deductibles | \$250 |
| Copayments | \$10 |
| Coinsurance | \$0 |

What isn't covered

Limits or exclusions \$60

The total Peg would pay is \$320

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$250
- Specialist copayment \$20
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing

| | |
|-------------|---------|
| Deductibles | \$0 |
| Copayments | \$1,000 |
| Coinsurance | \$0 |

What isn't covered

Limits or exclusions \$20

The total Joe would pay is \$1,020

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$250
- Specialist copayment \$20
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

Emergency room care (*including medical supplies*)
 Diagnostic tests (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing

| | |
|-------------|-------|
| Deductibles | \$350 |
| Copayments | \$300 |
| Coinsurance | \$40 |

What isn't covered

Limits or exclusions \$0

The total Mia would pay is \$690

The plan would be responsible for the other costs of these EXAMPLE covered services.

A The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.healthtrustnh.org or call 1-800-527-5001. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-833-388-1239 to request a copy.

| Important Questions | Answers | Why This Matters: |
|---|--|--|
| What is the overall deductible? | \$1,000 individual/\$3,000 family. | Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible. |
| Are there services covered before you meet your deductible? | Yes. Network preventive care, network office visits and prescription drugs are covered before you meet your deductible. | This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other deductibles for specific services? | Yes. \$100 for Durable Medical Equipment coverage. There are no other specific deductibles. | You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services. |
| What is the out-of-pocket limit for this plan? | For medical and prescription expenses combined: \$5,000 individual/\$10,000 family. | The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met. |
| What is not included in the out-of-pocket limit? | Premiums, balance-billing charges, out-of-network expenses and health care this plan doesn't cover. | Even though you pay these expenses, they don't count toward the out-of-pocket limit. |
| Will you pay less if you use a network provider? | Yes. Access Blue New England. See www.anthem.com or call 1-833-388-1239 for a list of network providers. | This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check |

| | | | |
|--|--|--|--|
| | | | with your <u>provider</u> before you get services. |
| Do you need a <u>referral</u> to see a <u>specialist</u>? | No. You do not need a <u>referral</u> to see a <u>network specialist</u> . | | You can see the <u>specialist</u> you choose without a <u>referral</u> . |



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|---|--|--|---|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$20 <u>copay</u> per visit, <u>deductible</u> does not apply | Not covered | -----none----- |
| | <u>Specialist</u> visit | \$40 <u>copay</u> per visit, <u>deductible</u> does not apply | Not covered | -----none----- |
| | <u>Preventive care</u> / <u>screening</u> / <u>immunization</u> | No charge | Not covered | You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for. |
| If you have a test | <u>Diagnostic test</u> (x-ray, blood work) | 0% <u>coinsurance</u> | Not covered (unless at in-network facility or an emergency department) | Services at a Site of Service provider are covered at 100%. Otherwise, <u>deductible</u> applies. |
| | <u>Imaging</u> (CT/PET scans, MRIs) | 0% <u>coinsurance</u> | Not covered (unless at in-network facility or an emergency department) | Services at a Site of Service provider are covered at 100%. Otherwise, <u>deductible</u> applies. |
| If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at 1-888-726-1631 or www.caremark.com | Generic drugs | \$10/ <u>prescription</u> (retail) \$10/ <u>prescription</u> (mail service), <u>deductible</u> does not apply | Your <u>copay</u> and any <u>balance billing</u> , <u>deductible</u> does not apply. | There is a limit of a 34 day supply at retail and a 90 day supply at mail service. Limitations may apply to specific drugs and programs. You pay the <u>network copay</u> when using a CVS Caremark participating pharmacy. |
| | Preferred brand drugs | \$20/ <u>prescription</u> (retail) \$20/ <u>prescription</u> (mail service), <u>deductible</u> does not apply | Your <u>copay</u> and any <u>balance billing</u> , <u>deductible</u> does not apply. | |
| | Non-preferred brand drugs | \$45/ <u>prescription</u> (retail) \$45/ <u>prescription</u> (mail service), <u>deductible</u> does not apply | Your <u>copay</u> and any <u>balance billing</u> , <u>deductible</u> does not apply. | |
| | <u>Specialty drugs</u> | No coverage (retail); <u>Prescription copay</u> (mail service), <u>deductible</u> does not apply | Not covered | |

* For more information about limitations and exceptions, see the plan or policy document at www.healthtrustnh.org.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|---|---|--|---|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgical facility) | \$0 copay or 0% coinsurance | Not covered | Services at a Site of Service provider are covered at 100%. Otherwise, deductible applies. Costs may vary by Site of Service. |
| | Physician/surgeon fees | \$0 copay or 0% coinsurance | Not covered (unless at in-network facility) | |
| | Emergency room care | \$100 copay before deductible, 0% coinsurance after deductible | Covered as In-Network | |
| If you need immediate medical attention | Emergency medical transportation | 0% coinsurance | Covered as In-Network | -----none----- |
| | Urgent care | \$50 copay before deductible, 0% coinsurance after deductible | Covered as In-Network | -----none----- |
| | Facility fee (e.g., hospital room) | 0% coinsurance | Not covered | -----none----- |
| If you have a hospital stay | Physician/surgeon fees | 0% coinsurance | Not covered (unless at in-network facility) | -----none----- |
| | Outpatient services | Office Visit \$20 copay per visit, deductible does not apply Other Outpatient 0% coinsurance | Office Visit Not covered Other Outpatient Not covered (unless at in-network facility) | -----none----- |
| | Inpatient services | 0% coinsurance | Not covered (unless at in-network facility) | -----none----- |
| If you are pregnant | Office visits | 0% coinsurance | Not covered | -----none----- |
| | Childbirth/delivery professional services | 0% coinsurance | Not covered (unless at in-network facility) | Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.) |
| | Childbirth/delivery facility services | 0% coinsurance | Not covered | |
| If you need help recovering or have other special health needs | Home health care | 0% coinsurance | Not covered | -----none----- |
| | Rehabilitation services | \$20 copay per visit, deductible does not apply | Not covered (unless at in-network facility) | Coverage for physical, speech and occupational therapy is limited to 60 combined visits per member per year. |

* For more information about limitations and exceptions, see the plan or policy document at www.healthtrustnh.org.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|----------------------------------|---|---|--|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| | <u>Habilitation services</u> | \$20 copay per visit, deductible does not apply | Not covered (unless at in-network facility) | All <u>rehabilitation</u> and <u>habilitation</u> visits count towards your <u>rehabilitation</u> limit. |
| | <u>Skilled nursing care</u> | 0% coinsurance | Not covered (unless at in-network facility) | Maximum of 100 days per member per year. |
| | <u>Durable medical equipment</u> | 20% coinsurance | Not covered | -----none----- |
| | <u>Hospice services</u> | No charge | Not covered (unless at in-network facility) | -----none----- |
| If your child needs dental or eye care | Children's eye exam | No charge | Not covered | Limited to one exam per year. |
| | Children's glasses | Not covered | Not covered | -----none----- |
| | Children's dental check-up | Not covered | Not covered | -----none----- |

Excluded Services & Other Covered Services:

| | |
|---|---|
| Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.) | |
| <ul style="list-style-type: none"> • Cosmetic surgery • Dental check-up • Long-term care | <ul style="list-style-type: none"> • Non-Emergency/Urgent Care when traveling outside the U.S. • Routine foot care unless medically necessary • Private duty nursing • Weight loss programs |

| | |
|---|---|
| Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.) | |
| <ul style="list-style-type: none"> • Acupuncture (12 visits per year) • Bariatric surgery • Chiropractic care (unlimited medically necessary visits) | <ul style="list-style-type: none"> • Hearing aids (limited to one hearing aid per ear each time a prescription changes or every five years) • Routine eye care (Adult) (limit of one exam every two years) • Infertility treatment |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cctio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

For Medical Claims:
Anthem Blue Cross and Blue Shield
ATTN: Grievance and Appeals
PO BOX 518
North Haven, CT 06473-0518

For Prescription Drug Claims:
Prescription Claim appeals MC109
CVS Caremark
PO Box 52084
Phoenix, AZ 58072-2084

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

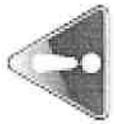
Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

_____ *To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

* For more information about limitations and exceptions, see the plan or policy document at www.healthtrustnh.org.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible **\$1,000**
- Specialist copayment **\$40**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

This EXAMPLE event includes services

like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost **\$12,700**

In this example, Peg would pay:

Cost Sharing

| | |
|-----------------------------------|----------------|
| Deductibles | \$1,000 |
| Copayments | \$10 |
| Coinsurance | \$0 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$60 |
| The total Peg would pay is | \$1,070 |

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible **\$1,000**
- Specialist copayment **\$40**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

This EXAMPLE event includes services

like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost **\$5,600**

In this example, Joe would pay:

Cost Sharing

| | |
|-----------------------------------|----------------|
| Deductibles | \$100 |
| Copayments | \$1,100 |
| Coinsurance | \$0 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$20 |
| The total Joe would pay is | \$1,220 |

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible **\$1,000**
- Specialist copayment **\$40**
- Hospital (facility) coinsurance **0%**
- Other coinsurance **0%**

This EXAMPLE event includes services

like:

- Emergency room care (*including medical supplies*)
- Diagnostic tests (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost **\$2,800**

In this example, Mia would pay:

Cost Sharing

| | |
|-----------------------------------|----------------|
| Deductibles | \$1,100 |
| Copayments | \$300 |
| Coinsurance | \$40 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$0 |
| The total Mia would pay is | \$1,440 |

The plan would be responsible for the other costs of these EXAMPLE covered services.



Your Personal Prescription Benefit Program



| | RETAIL PHARMACY | MAINTENANCE CHOICE (MAIL SERVICE FOR CVS PHARMACY) |
|-------------------------------------|---|--|
| | For immediate or short-term medication needs* | For maintenance or long-term medication needs* |
| YOU WILL PAY | <ul style="list-style-type: none"> • \$10 for each generic medication • \$20 for each preferred brand-name medication** • \$45 for each non-preferred brand-name medication** | <ul style="list-style-type: none"> • \$10 for each generic medication • \$20 for each preferred brand-name medication** • \$45 for each non-preferred brand-name medication** |
| | <ul style="list-style-type: none"> • \$0 for contraceptives, contraception devices, emergency contraception and certain preventative medications. (Brand-name medications with direct generic equivalents will require an applicable copayment.) | |
| OUT-OF-POCKET LIMIT | \$3,000 per individual / \$6,000 per family. Includes out-of-pocket costs for prescription and medical expenses under this prescription benefit plan and your HealthTrust medical plan during a plan year (January Plan Year: 1/1 through 12/31; July Plan Year: 7/1 through 6/30). | |
| DAY SUPPLY LIMIT | Up to a 34 -day supply | Up to a 90 -day supply |
| REFILL LIMIT | One initial fill plus two refills for maintenance or long-term medications. For each additional fill you will pay 100% of the prescription cost. | None |
| PRIOR AUTHORIZATION REQUIRED | Botox and Myobloc for non-cosmetic purposes only; Wellbutrin and its generics (all forms of Wellbutrin and its generics are not covered for use as a smoking deterrent); Specialty Medications; Compound Medications | |
| TOBACCO CESSATION | Your plan covers prescription medication and some over-the-counter products designed to eliminate tobacco use. Coverage is available through your retail and mail service benefit subject to the cost sharing components and dispensing limitations of your plan. To be eligible for the coverage you must be age 18 or older. Contact Customer Care or log on to www.healthtrustnh.org to find out more about which prescription medications and over-the-counter products are covered under your plan. | |

*Your plan may have coverage limits, be subject to dispensing limitations and may not cover certain medications. Please contact CVS Caremark at 1-888-726-1631 or log on to your secure account at www.healthtrustnh.org for the most up-to-date plan information.

**When a generic equivalent is available but the pharmacy dispenses the brand-name medication for any reason other than a doctor's "dispense as written" or equivalent instructions, you will pay the generic copayment plus the difference in cost between the brand-name and the generic.

Where to Fill Your Prescriptions

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS Caremark retail network.

- Choose from more than 64,000 network pharmacies nationwide, including over 20,000 independent community pharmacies
- Find a participating pharmacy at www.healthtrustnh.org

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription and use a pharmacy in the CVS Caremark retail network. Additional Prescription Cards may be obtained by calling Customer Care toll-free at 1-888-726-1631.

Long-term medications are taken regularly for chronic conditions such as high blood pressure, asthma, diabetes or high cholesterol. You have the choice of obtaining long-term prescriptions (up to a 90-day supply) through the CVS Caremark Mail Service Pharmacy or at any CVS Pharmacy in New Hampshire or nationwide (including Target locations). Either way, it's a convenient way to fill your long-term or maintenance medications while reducing your prescription costs. Choose any of the following easy ways to get started:

For delivery by mail:

1. Call FastStart toll-free at 1-800-875-0867
2. Ask your doctor to call in the prescription through the toll-free FastStart physician number at 1-800-378-5697
3. Fill out and send in a mail service order form - use the one included with your welcome kit or print one at www.healthtrustnh.org

For pickup at a CVS Pharmacy:

1. Ask your doctor to send the prescription to your preferred CVS Pharmacy location
2. Call your preferred CVS Pharmacy location and they will help get a new prescription from your doctor

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week, toll-free at **1-888-726-1631** or by e-mail at customerservice@caremark.com. For Telecommunication Device assistance, please call toll-free **1-800-863-5488**.

To help you manage your prescription drug benefits, simply log in to your secure HealthTrust account at www.healthtrustnh.org and click on the CVS Caremark button, or use the CVS Caremark mobile app.

Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-726-1631.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

To contact HealthTrust, please call toll-free at **1-800-527-5001** between the hours of 8:30 a.m. and 4:30 p.m. (EST) Monday through Friday or visit www.healthtrustnh.org. HealthTrust Enrollee Services Representatives are available for issues or concerns with enrollment or eligibility, and any other prescription benefit-related inquiry.

For further information or questions, you may also e-mail Enrollee Services at enrolleeservices@healthtrustnh.org.

Getting Your Prescription Filled at a Retail Pharmacy

CVS Caremark Participating Retail Pharmacies

Participating retail pharmacies can easily access information about your prescription benefit plan and the appropriate payment. You will not need to file any additional paperwork when you use a pharmacy in the CVS Caremark retail network. If you use a pharmacy outside the CVS Caremark retail network, you will pay more for your prescription(s) in most cases. Non-participating retail pharmacies will ask you to pay 100 percent of the prescription price. Then, you will need to submit a paper claim form along with the original prescription receipt(s) for reimbursement of covered expenses up to the Maximum Allowed Amount (MAA). You may be responsible for any amount that exceeds the MAA.

Day Supply Limit

You can get up to a 34-day supply of medication each time you have a prescription filled at a participating retail pharmacy. Ask your doctor to write a prescription for up to a 34-day supply, when clinically appropriate.

Refill Limit

You may obtain one initial fill plus two refills for maintenance or long-term medications at a retail pharmacy. It will then be necessary for you to utilize the CVS Caremark Mail Service Pharmacy or a CVS Retail Pharmacy for additional supplies. Otherwise, you will be responsible for 100 percent of the cost of the medication when filled at a retail pharmacy. To determine if your prescription medication is classified as maintenance or long-term, please call Customer Care toll-free at 1-888-726-1631.

Getting Your Prescription Filled Through the CVS Caremark Mail Service Pharmacy

CVS Caremark operates two mail service pharmacies across the United States to provide quick service to plan participants wherever they live. To ensure your safety, our mail service pharmacies are staffed by registered pharmacists. Just like your neighborhood pharmacist, our pharmacists check each prescription to make sure it is filled correctly. In addition, your prescription history is reviewed to identify any possible problems with new medications you may be prescribed.

Day Supply Limit

You can get up to a 90-day supply of medication when you get a prescription filled through the CVS Caremark Mail Service Pharmacy. Ask your doctor to write a prescription for up to a 90-day supply plus three refills for up to one year when clinically appropriate.

Please Note: *By law, CVS Caremark must fill your prescription for the exact quantity of medication prescribed by your doctor, up to the 90-day supply limit.*

Payment Options

While checks and money orders are accepted, the preferred method of payment is by credit card. For credit card payments, simply include your VISA®, Discover®, MasterCard® or American Express® number and expiration date in the space provided on the mail service order form.

Convenient Home Delivery

Please allow 10-14 days for delivery from the time your order is placed. Refills are delivered within seven days following CVS Caremark's receipt of your refill request by phone or online. Your package will include a new mail service order form and an invoice, if applicable. You will also receive the same type of information about your prescribed medication that you would receive from a retail pharmacy.

Other Important Plan Information

Out-of-Pocket Limit

This is the most you could pay in out-of-pocket costs for prescription and medical expenses under this prescription benefit plan and your HealthTrust medical plan during a plan year (January Plan Year: 1/1 through 12/31; July Plan Year: 7/1 through 6/30). It does not include your premium, amounts over the Maximum Allowed Amount, penalties, or charges for noncovered services. Once the combined Out-of-Pocket Limit is satisfied, you will not have to pay additional deductibles, coinsurance, or copayments for the rest of the plan year.

Drug List

Your plan is subject to a list of prescription drugs that are preferred by the plan because of their safety, clinical effectiveness and ability to help control prescription drug costs. The drug list is updated on a regular basis. Log in to your secure HealthTrust account at www.healthtrustnh.org and click the CVS Caremark button, or call Customer Care toll-free at 1-888-726-1631 to access the most current drug list for your plan.

Prior Authorization

Some medications may require approval before the prescription can be filled. Your retail pharmacist will give you or your doctor a toll-free number to call in order to obtain approval. The CVS Caremark Mail Service Pharmacy will contact your doctor directly for approval.

Specialty Medications

Specialty Medications are used for the treatment of chronic and/or genetic conditions, such as multiple sclerosis, rheumatoid arthritis or hepatitis C, and are often injected or infused. All specialty medications will be provided by CVS Caremark's Specialty Pharmacy and require Prior Authorization before the prescription can be filled. Your plan provides coverage for the specialty medications included on the CVS Caremark Advanced Specialty Formulary list as amended from time to time. Log in to your secure account at www.healthtrustnh.org and click on the CVS Caremark button for the Advanced Specialty Formulary list. Questions? Call CVS Caremark Specialty Pharmacy toll-free at 1-800-237-2767.





Outline of Benefits

This Outline of Benefits is an important part of your Dental Plan Description that describes the specific coverage categories and level of Benefits provided under your employer's HealthTrust Dental Plan. This information is only an outline of your coverage; certain Benefit limitations, exclusions and other terms and conditions apply. For further details, please refer to your Dental Plan Description and other information about your Dental Plan coverage available through your account on HealthTrust's Secure Enrollee Portal (SEP) at www.healthtrustnh.org.

Dental Plan Option 1

| Coverage A Diagnostic/Preventive | Coverage B Basic | Coverage C Major | Coverage D Orthodontics |
|--|--|---|---|
| Deductible: None | Deductible: \$25 Per Person, Per Year (\$75 Per Family) | | Deductible: None |
| Covered at 100%* | Covered at 80%* | Covered at 50%* | Covered at 50%* |
| <p>Diagnostic: Evaluations - twice in a calendar year: this includes periodic, limited, problem-focused, and comprehensive evaluations</p> <p>X-rays - complete series or panoramic film - once in a 5-year period; Bitewing x-rays - once in a calendar year; X-rays of individual teeth - as necessary</p> <p>Brush biopsy - once in a calendar year, no age limit</p> <p>Preventive: Cleanings - four per calendar year</p> <p>Fluoride - twice in a calendar year through age 18</p> <p>Space maintainers - through age 15</p> <p>Sealant application to permanent molars - once in a 3-year period per tooth, for children through age 18</p> | <p>Restorative: Amalgam (silver) fillings and/or resin (white) fillings</p> <p>Oral Surgery: Surgical and routine extractions</p> <p>Endodontics: Root canal therapy</p> <p>Periodontics: Periodontal cleaning - four cleanings per calendar year; these may be routine (Coverage A) or periodontal (Coverage B)</p> <p>Treatment of gum disease</p> <p>Clinical crown lengthening: Once in a lifetime per tooth</p> <p>Denture Repair: Repair of a removable denture to its original condition</p> <p>Emergency Palliative Treatment: Treatment for the relief of pain</p> | <p>Prostodontics: Removable and fixed partial dentures (bridge); complete dentures</p> <p>Rebase and reline (dentures)</p> <p>Crowns</p> <p>Onlays</p> <p>Implants</p> | <p>Orthodontics: Correction of crooked teeth for dependent children through the end of the month in which the child turns 19</p> |

*Benefit percentages shown are based upon the lesser of the submitted charge or Delta Dental's allowance under the Plan.

Plan Year: July 1 through June 30

Plan Year Maximum: \$1,000 per person (Coverages A, B and C combined)

Orthodontic Lifetime

Maximum: \$1,000 Per Person

This Outline of Benefits should be used only as a guideline for your Dental Plan coverage. For detailed information on your Plan's terms, conditions, limitations and exclusions, please refer to your Dental Plan Description. In the event of a conflict or discrepancy between this Outline of Benefits and either the Dental Plan Description or Plan Document, the Dental Plan Description or the Plan Document will control.

General Information

The **Dental Plan Description** describes the Benefits of your Plan and tells you how to use your Plan. You can access the Dental Plan Description (DPD) through your account on HealthTrust's Secure Enrollee Portal (SEP) at www.healthtrustnh.org or by calling HealthTrust's Enrollee Services at 800.527.5001. Please review the DPD and this Outline of Benefits in order to understand the Benefits and terms and conditions of your employer's HealthTrust Dental Plan.

Identification Cards. Upon your initial enrollment in a HealthTrust Dental Plan, two identification (ID) cards will be mailed to you. Both cards are issued in the Subscriber's name, but can be used by everyone covered under the Plan. Digital ID cards are available through your account on HealthTrust's Secure Enrollee Portal (SEP) at www.healthtrustnh.org.

Who is Eligible

All eligible employees and their Eligible Dependents, generally defined as:

- Spouse;
- Dependent children from age 2 to age 26;
- Unmarried, incapacitated Dependent children age 26 or older.

Please refer to the Dental Plan Description for additional information regarding Dependent eligibility. If you have questions regarding eligibility, please contact your employer or HealthTrust's Enrollee Services at 800.527.5001.

The Importance of Utilizing a Delta Dental PPO or a Premier Network Participating Dentist

You'll get the best value from your Plan when you receive your Dental Care from one of Delta Dental's PPO or Premier network Participating Dentists, including:

▲ **No Balance Billing:** Participating Dentists agree not to charge any difference between their fees and Delta Dental's allowed fees. Because Participating Dentists accept Delta Dental's allowed fees for services, you will typically pay less when you visit a Participating Dentist.

▲ **No Claims Paperwork:** Participating Dentists will prepare and submit claim forms for you.

▲ **Direct Payment:** Northeast Delta Dental pays Participating Dentists directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

Ask your Dentist if he/she participates with Delta Dental. For a current list of Participating Dentists in your area, visit www.healthtrustnh.org, click on the "Dental" button, then click on the button that says, "Dental Plan Provider Directories;" or log in to your account on HealthTrust's SEP and click on the Delta Dental button.

Claim Processing

Claim Process for Participating Dentists

Your Participating Dentist will submit your claim directly to Northeast Delta Dental. A Participating Dentist will not charge you at the time of treatment for covered services, but may request payment for non-covered services, Deductibles or Co-payments. Northeast Delta Dental will produce an Explanation of Benefits (available through HealthTrust's SEP) detailing what has been processed under your Plan's coverage. You are responsible to pay any outstanding balance directly to the Dentist.

Claim Process for Nonparticipating Dentists

Your Plan provides coverage regardless of your choice of Dentist, participating or not. If you visit a Non-Participating Dentist, you may be required to submit your own claim and pay for services at the time they are provided. Claim forms are available on HealthTrust's website. Payment will be made to you, the Subscriber, unless the state in which the services are rendered requires that assignment of benefits (directing that payment be sent to the Dentist) be honored and Northeast Delta Dental receives written notice of such assignment. Payment for treatment performed by a Non-Participating Dentist will be limited to the lesser of the Dentist's submitted charge or Northeast Delta Dental's allowance for Non-Participating Dentists in the geographic area in which services are provided. It is your responsibility to ensure that full payment is made to the Dentist. Northeast Delta Dental will produce an Explanation of Benefits detailing what has been processed under your Plan's coverage. The EOB, which will indicate the amount you need to pay, will be available by logging into your account on HealthTrust's SEP and clicking on the "Delta Dental" button.

Predetermination of Benefits

HealthTrust and Northeast Delta Dental **strongly** encourage Predetermination of cases involving extensive treatment plans. Although it is not required, Predetermination helps avoid any potential confusion regarding the Plan's payment and your financial obligation to the Dentist.

Coordination of Benefits

When an individual covered under this Plan has additional dental coverage, the Coordination of Benefits provision described in your Dental Plan Description will determine the sequence and extent of payment.

Benefits or Claims Questions

If you have Benefits or claims questions, please contact Northeast Delta Dental's Customer Service at 800.832.5700 or 603.223.1234.

TOWN OF GILFORD
 AND
 TEAMSTERS LOCAL 633
 INSURANCE RATE INFORMATION

JANUARY 1, 2023-JUNE 30, 2023
 (ACTUAL)

JULY 1, 2023-JUNE 30, 2024
 (ESTIMATE)

| | ANNUAL PREMIUM | WEEKLY TOWN PAYMENT | WEEKLY EMPLOYEE PAYMENT | ANNUAL PREMIUM | WEEKLY TOWN PAYMENT | WEEKLY EMPLOYEE PAYMENT |
|--|----------------|---------------------|-------------------------|----------------|---------------------|-------------------------|
| AB20IPDED-RX10/20/45 (HMO-ACCESS BLUE NEW ENGLAND) | | | | | | |
| FAMILY | \$24,139.56 | 90% | 10% | 100% | 90% | 10% |
| 2 PERSON | \$17,881.20 | \$417.80 | \$46.42 | \$28,967.64 | \$501.36 | \$55.71 |
| 1 PERSON | \$8,940.60 | \$309.48 | \$34.39 | \$21,457.56 | \$371.38 | \$41.26 |
| | | \$154.74 | \$17.19 | \$10,728.72 | \$185.69 | \$20.63 |
| ABSOS20/40/1KDED-RX10/20/45 (SOS-ACCESS BLUE NEW ENGLAND) | | | | | | |
| FAMILY | \$19,617.48 | 90% | 10% | 100% | 90% | 10% |
| 2 PERSON | \$14,531.40 | \$339.53 | \$37.73 | \$23,541.00 | \$407.44 | \$45.27 |
| 1 PERSON | \$7,265.76 | \$251.51 | \$27.95 | \$17,437.80 | \$301.81 | \$33.53 |
| | | \$125.75 | \$13.97 | \$8,718.84 | \$150.90 | \$16.77 |
| DELTA DENTAL | | | | | | |
| FAMILY | \$1,868.04 | 90% | 10% | 100% | 90% | 10% |
| 2 PERSON | \$1,026.72 | \$32.33 | \$3.59 | \$1,706.94 | \$29.54 | \$3.28 |
| 1 PERSON | \$530.52 | \$17.77 | \$1.97 | \$938.09 | \$16.24 | \$1.80 |
| | | \$9.18 | \$1.02 | \$484.70 | \$8.39 | \$0.93 |
| OPT-OFF | | | | | | |
| | \$4,470.30 | \$85.97 | N/A | \$5,364.36 | \$103.16 | N/A |

APPENDIX D

JOB PERFORMANCE AND MERIT PAY POLICY

All employees shall be subject to job performance evaluations (using the form attached hereto and incorporated herein) which shall be used to determine the extent to which an employee is meeting his/her job expectations and goals as established by his/her Supervisor. Evaluations shall be conducted upon the successful conclusion of a probationary period and thereafter following an employee's effective anniversary date.

- A. Employees who are coming off of a probationary period shall not be eligible for a merit pay rate increase, (unless this coincides with an anniversary date) except in the event of extraordinary circumstances as may be approved by the Board of Selectmen or appointing authority at the time of hire or promotion.
- B. Except as otherwise noted, evaluation forms shall be used as the basis for determining merit pay rate increases to be applied as of an employee's effective anniversary date. The merit values (and amounts) to be used as part of the evaluation process shall be established by the Board of Selectmen, as set forth in Appendix B, subject to the availability of budgeted funds. In addition, the actual merit amount to be awarded to an employee shall be subject to the approval of the Board of Selectmen using their sole discretion.
- C. Employees who are at or beyond the maximum pay rate for their classification shall not be eligible for additional merit pay rate increases; however such employees shall be eligible for annual meritorious lump sum longevity payments as noted on the evaluation form.
- D. Employees whose merit pay rate increase would otherwise exceed the maximum pay rate for their job classification may choose to receive either the maximum pay rate or the lump sum longevity pay.
- E. Employees who are eligible for a merit pay rate increase may choose to accept a lump sum merit payment (as otherwise set forth herein) instead of receiving their pay rate increase for that year.
- F. Lump sum payments shall be considered income for tax purposes but not for base wage, retirement or overtime pay calculations.
- G. An employee's anniversary date for the purposes of merit pay increases and job evaluations shall be the date of hire. Thereafter, the anniversary date shall be the date of a promotion or reclassification as may be applicable.

- H. The Town shall strive to complete the evaluation process and disburse merit pay rate increases within thirty (30) days of an employee's effective anniversary date.

- I. An employee who fails to complete a self-evaluation within thirty (30) days of the due date shall be subject to a fifty percent (50%) reduction in their merit pay, whereupon the Department Manager shall complete the evaluation process within forty-five (45) days without the self-evaluation. A Department Manager that fails to complete a performance evaluation within forty-five (45) days of the due date may be subject to disciplinary action for neglect of duty.



APPENDIX D-1

**TOWN OF GILFORD, NEW HAMPSHIRE
JOB PERFORMANCE EVALUATION FORM
POLICE UNION (TEAMSTERS) EMPLOYEES**

EMPLOYEE'S NAME:

EMPLOYEE'S TITLE:

DEPARTMENT:

INITIAL DATE OF HIRE:

DATE OF CURRENT CLASSIFICATION (ANNIVERSARY DATE):

EVALUATION PERIOD BEGIN DATE:

EVALUATION PERIOD END DATE:

SUPERVISOR'S NAME:

SUPERVISOR'S TITLE:

DATE OF EVALUATION:

TYPE OF EVALUATION: PROBATIONARY
 ANNUAL REVIEW
 SELF-EVALUATION
 OTHER _____

THE PROCESS:

- STEP 1: EMPLOYEE COMPLETES SELF-EVALUATION
- STEP 2: SUPERVISOR COMPLETES EVALUATION
- STEP 3: DEPARTMENT MANAGER REVIEW & SIGNOFF
- STEP 4: TOWN ADMINISTRATOR REVIEW & SIGNOFF
- STEP 5: EMPLOYEE & SUPERVISOR & DEPARTMENT MANAGER CONSULTATION
- STEP 6: EMPLOYEE ACKNOWLEDGEMENT & SIGNOFF
- STEP 7: ORIGINAL RETURNED TO TOWN ADMINISTRATOR FOR PERSONNEL FILE WITH COMPLETED CHANGE OF STATUS FORM PREPARED BY DEPT. MANAGER
- STEP 8: BOARD OF SELECTMEN APPROVAL OF CHANGE OF STATUS FORM

1. QUALITY OF WORK:

Can the employee be depended upon to meet finished product expectations? Is the work consistently thorough, accurate and timely? Are errors or mistakes often noted? Are things done right the first time? Does the employee forget to do parts of a project? Can the end results be used as an example for others? Is work done neatly or sloppily? Is attention to detail obvious or lacking? Are reports and project documentation completed in an appropriate manner? Has the employee received disciplinary action and/or praise for the quality of work during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

2. QUANTITY OF WORK & PRODUCTIVITY:

Does the employee keep up or fall behind other workers? Does the employee exceed the output of others? Is work time spent productively? Are daily assignments completed in their entirety? Does the employee exceed goals and/or request additional assignments? What happens to work output before and after break times or absences from work? Has the employee received disciplinary action and/or praise for the quantity of work during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

3. PERSONAL WORK HABITS:

Does the employee report to work punctually? How often has the employee used sick leave during the evaluation period? Is leave time abused? Are there any patterns or trends related to workplace attendance? Does the employee repeatedly ask to leave work early due to illness or appointments? Is the employee's appearance neat and appropriate? Does the employee dress appropriately? Does the employee maintain a neat and organized work area? Does the employee report to work when truly sick? Is the employee a positive role model for others? Does the employee conduct himself/herself in a professional manner? Is the employee fair-minded? Does the employee use appropriate language? Is the employee dependable? Does the employee act with integrity? Has the employee received disciplinary action and/or praise for personal work habits during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

4. ATTITUDE:

To what extent does the employee cooperate with fellow workers? Is the employee moody or non-communicative? Does the employee demonstrate enthusiasm or complain about work assignments? How does the employee interact with peers and other Town officials? Does the employee spread gossip or rumors about others? Is the employee's temperament appropriate? How does the employee respond to criticism and suggestions? Does the employee lack tactfulness at times? Is the employee sensitive to the needs or shortcomings of others? Does the employee foster a productive and friendly work atmosphere? Does the employee care about the funds used for departmental purposes? Does the employee treat Town property with respect? Does the employee listen attentively and follow directions? Does the employee comply with directives and policies? Has the employee received disciplinary action and/or praise for his/her attitude during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

5. ADAPTABILITY & PROBLEM-SOLVING:

How does the employee cope with unfamiliar work? Does the employee require close supervision? Does the employee show initiative and self-motivation? Is the employee flexible as priorities shift or emergencies develop? Does the employee show an interest in expanding job knowledge? How does the employee react to new ideas? Does the employee suggest new approaches to problem-solving? How does the employee react to unsuccessful experiments? Is the employee able to identify or anticipate problems and communicate such issues to supervisors? Has the employee received disciplinary action and/or praise for his/her adaptability and problem-solving abilities during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

6. ATTENTION TO SAFETY:

Does the employee consistently comply with safety policies and procedures? Does the employee demonstrate concern for a safe work environment? Does the employee engage in horseplay or dangerous behavior? Does the employee have to be reminded to use appropriate protective equipment and practices? Does the employee wear a seat belt in a Town vehicle? Does the employee provide suggestions for enhancing worker safety? Does the employee fulfill his/her risk management obligations? Has the employee had any workplace accidents? Has the employee failed a drug test? Does the employee recognize the importance of law enforcement in the promotion of safety? Is the employee an active participant on the JLMC? Has the employee received disciplinary action and/or praise for safety related issues during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

7. PROFESSIONAL DEVELOPMENT:

Has the employee taken any training classes during the evaluation period? Were educational opportunities initiated by the employee or supervisor? Has the employee demonstrated a willingness to learn? Has the employee met the goals previously established? Has the employee complied with training requirements? Does the employee ask pertinent questions? Has the employee failed any classes or neglected to fulfill any training opportunities? Does the employee share job knowledge with others? What types of certifications have been obtained during the evaluation period? Does the employee exhibit potential for promotion or an upgrade in job classification?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE
- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

8. TECHNICAL SKILLS:

Is the employee familiar with the job description? Is the employee capable of performing all of the duties set forth in the job description? Has the employee demonstrated the ability to perform the duties of the position with distinction? Does the employee avoid certain responsibilities? What has the employee done to stay current in emerging technologies? Does the employee ask questions to better understand his/her responsibilities? Is the employee ready for additional responsibilities? Does the employee voluntarily apply additional skills for the benefit of the department? Is the employee working to his/her maximum potential? Is the employee respected by colleagues? Does the employee look into historical aspects of a situation? How does the employee fulfill budgetary responsibilities? Has the employee received disciplinary action and/or praise for his/her technical skills during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE
- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

9. ORGANIZATION:

Has the employee demonstrated the ability to organize and prioritize assignments? Does the employee appear organized when he/she attends meetings? Are deadlines met? Does the employee frequently appear to be in crisis mode? Does the employee anticipate project obstacles and develop plans to achieve success? Is the employee able to meet the daily workload and if not, does he/she communicate legitimate reasons to a supervisor? Does the employee waste time during the workday? Has the employee received disciplinary action and/or praise for his/her organizational skills during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE
- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

10. TEAMWORK:

Does the employee accept accountability for individual work contributions? Does the employee solicit input and ideas from others? Does the employee blame others for mistakes? Does the employee offer praise to others? Does the employee have personality conflicts with other members of the work team? Has the employee demonstrated a willingness to share skills and coach others? Does the employee ask for others to help with a difficult task or volunteer to help other employees? Does the employee speak of Town government or Town officials in a complimentary or derogatory manner? Does the employee speak of wanting to work somewhere else or of striving for advancement? Does the employee respect the chain of command? Has the employee received disciplinary action and/or praise for his/her teamwork during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

11. PUBLIC RELATIONS & COMMUNICATIONS:

Does the employee communicate appropriately with citizens? How does the employee respond to citizen requests for service? Has the employee gone above and beyond the call of duty to help someone? Does the employee provide concise verbal and/or written communications to supervisors, subordinates and co-workers? Does the employee spread misinformation or partial renderings of actual events? Is the employee an advocate for the department? Does the employee accurately explain his/her role in Town government to others? Does the employee refer citizen inquiries to supervisors? Has the employee been the recipient of a citizen complaint and if so, was there any validity to the complaint? Has the employee done anything to cast discredit on the department? How does the employee interact with other government agencies and/or the press? How are reports and presentations handled? Has the employee received disciplinary action and/or praise for public relations activity and communication skills during the review period?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

12. LEADERSHIP:

Is the employee a leader or a follower? Does the employee delegate appropriately? Has the employee made himself/herself critical to the success of the department/Town? Is the employee effective when working in a supervisory capacity? Does the employee set a good example for others? Has the employee established personal goals and objectives? Does the employee promote innovation? Does the employee show initiative or a take charge approach to work assignments? Does the employee demonstrate unique personal skills? Does the employee empower subordinates? Does the employee need to be told what to do?

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

COMMENTS:

OVERALL JOB PERFORMANCE:

- UNACCEPTABLE
- NEEDS IMPROVEMENT
- MEETS EXPECTATIONS
- ABOVE AVERAGE

- CONSISTENTLY EXCEEDS EXPECTATIONS
- EXCEPTIONAL & EXEMPLARY
- CONSISTENTLY OUTSTANDING

ACCOMPLISHMENTS:

STRENGTHS:

WEAKNESSES:

FUTURE GOALS & OBJECTIVES:

SUGGESTIONS FOR IMPROVEMENTS:

ADDITIONAL COMMENTS:

DEPARTMENT MANAGER'S COMMENTS:

DEPARTMENT MANAGER SIGNATURE

DATE

TOWN ADMINISTRATOR'S COMMENTS:

TOWN ADMINISTRATOR SIGNATURE

DATE

COMPENSATION CALCULATIONS:

A. MERIT AMOUNT: _____
(BASED UPON OVERALL JOB PERFORMANCE RATING AND THE CHART BELOW)

- UNACCEPTABLE = 0%
- NEEDS IMPROVEMENT = 1%
- MEETS EXPECTATIONS = 2%
- ABOVE AVERAGE = 2.5%
- CONSISTENTLY EXCEEDS EXPECTATIONS = 3%
- EXCEPTIONAL & EXEMPLARY = 3.5%
- CONSISTENTLY OUTSTANDING = 4%

B. CURRENT WAGE/SALARY RATE: _____

C. CURRENT GRADE/STEP: _____

D. NEW WAGE/SALARY RATE: _____ (CANNOT EXCEED STEP 10)

E. NEW GRADE/STEP: _____ (CANNOT EXCEED STEP 10)

F. COMPLETED YEARS
OF FULL-TIME SERVICE: _____ (AS OF EVAL PERIOD END DATE)

G. LUMP SUM LONGEVITY AMOUNT: _____
(BASED UPON OVERALL JOB PERFORMANCE RATING AND THE CHART BELOW)

- Merit @ 0.0% = \$0 per completed year of full-time service
- Merit @ 1.0% = \$10 per completed year of full-time service
- Merit @ 2.0% = \$20 per completed year of full-time service
- Merit @ 2.5% = \$25 per completed year of full-time service
- Merit @ 3.0% = \$30 per completed year of full-time service
- Merit @ 3.5% = \$35 per completed year of full-time service
- Merit @ 4.0% = \$40 per completed year of full-time service

EMPLOYEE ACKNOWLEDGEMENT:

- I agree with this evaluation
- I do not agree with this evaluation
- I accept my evaluation, but there are some parts that I do not agree with
- I wish to appeal this evaluation to the Appointing Authority (Selectmen/Library Trustees/Fire Engineers)

EMPLOYEE COMPENSATION SELECTION (CHOOSE ONE):

- New Pay Rate (See Item "D" Above)
- Longevity Pay (See Item "G" Above)

EMPLOYEE COMMENTS:

EMPLOYEE SIGNATURE

DATE