AGREEMENT

BETWEEN

THE CITY OF MANCHESTER, NEW HAMPSHIRE

AND

MANCHESTER ASSOCIATION OF FIRE SUPERVISORS

FOR THE PERIOD COVERING: JULY 1, 2022 TO JUNE 30, 2025

MANCHESTER ASSOCIATION OF FIRE SUPERVISORS 7/1/2022-6/30/2025

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The City of Manchester, N.H. (hereinafter referred to as the "City" and the Manchester Association of Fire Supervisors (MAFS) (hereinafter referred to as the "Association") agree as follows:

ARTICLE 1

GENERAL

1.1 The purposes of this agreement are to increase general efficiency in the Manchester Fire Department (hereinafter referred to as the "Department"), to maintain harmonious relationships between the Department and its employees and to promote the morale, welfare, rights and wellbeing of the employees of the Department. All provisions of this agreement are to be construed so as to effectuate these purposes.

RECOGNITION

2.1 The City hereby recognizes the Association as the exclusive representative and sole bargaining agent, for the purpose of collective negotiations, for all District Fire Chiefs, Fire Battalion Chiefs, Equipment Maintenance Superintendent and the Fire Marshal excluding all other Fire Department employees and personnel.

MANAGEMENT RIGHTS

- 3.1 Except as otherwise specifically provided herein, the management of the Fire Department in all its phases and details shall remain vested exclusively in the Chief or his designee. The Chief or his designee shall have all jurisdiction over all matters concerning the management of the Department, including, but not limited to: the direction of the work force, the establishment of proper rules and regulations, the right to hire, promote, suspend, discipline or discharge for proper cause, relieving employees from duty for lack of work or funds, the right to decide job qualifications under the City Classification and Compensation Plan, the right to abolish positions, the right to determine schedules of work, the right to determine the methods, processes and manner of performing work and the general control of all of the operations of the Department. It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically herein enumerated.
- 3.2 The Chief or his designee, in exercising these functions, will not discriminate against any employee because of his or her membership in the Association.
- 3.3 The right of any public agency or private individual(s) or business(es), to contract for work of the nature ordinarily performed by bargaining unit members shall not be affected by this agreement.

- 3.4 The Chief or his designee shall give consideration to, but shall not be bound by the recommendations of the Insurance Service Organization as to standards in determining the number and types of equipment and the personnel requirements necessary to effectively operate the Department.
- 3.5 The City and the Association agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, marital status, sexual orientation, sex, age or physical handicap, except where age or physical condition are bona fide qualifications for employment.

RIGHTS AND DUTIES OF ASSOCIATION MEMBERSHIP

- 4.1 The City and the Association agree that there shall be no discrimination, interference, restraint or coercion against any bargaining unit member because of membership or non-membership in the Association, or because of presenting a grievance, or against any employee who may represent others in the discharge of his/her duties as a member of any committee of the Association.
- 4.2 The Association agrees for itself and its members to perform loyal and efficient work and service, and to use its best efforts to promote and advance the interest of the Department.
- 4.3 The Association agrees that it will not interfere with the rights of any or all non-members employed by the Department.

DUES DEDUCTION

5.1 Upon individually written authorization by the bargaining unit member and approved by the Association President, the City agrees to deduct from the pay of each Association member so authorized the current Association dues, as certified to the City by the Treasurer of the Association, and deliver the same to the Association Treasurer. Dues payments shall be transmitted weekly to the Association's depository, provided such weekly transmittal is approved by the Finance Director and does not incur a substantial increase in the City's costs of processing such payments. Said deduction shall be made weekly. However, if a member has no check coming to him/her or the check is not large enough to satisfy the assignments, then and in that event no collection will be made from said member for that week.

MAINTENANCE OF MEMBERSHIP

6.1 Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Association and each employee who becomes a member of the bargaining unit and the Association after that date shall continue his/her membership in the Association during the duration of this Agreement; provided, however, that an employee may at his/her discretion, and in writing, withdraw his/her membership from the Association within twenty (20) calendar days prior to the anniversary date thereafter.

STRIKES AND LOCKOUTS PROHIBITED

- 7.1 Under no circumstances will the Association cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, picketing or patrolling of any kind, multiple resignations, withholding of services or any curtailment of work or restriction or interference with the operations of the Department or the City of Manchester during the term of this agreement. In the event of any such activity, neither the Chief or his designee nor the City shall be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased.
- 7.2 Should any employee or group of employees covered by this agreement engage in any activity prohibited by Section 7.1 above, the Association shall forthwith disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including but not limited to any and all disciplinary measures which may be taken pursuant to the Association's Constitution and By-Laws as from time to time amended.

SENIORITY

- 8.1 The Chief or his designee shall establish a Seniority List of all Department employees in the bargaining unit, and it shall be brought up to date by January 5th of each year and immediately posted thereafter on the Central Fire Station bulletin board for a period of not less than thirty (30) days, and a copy of the same mailed to the Association Secretary. Any objection to the Seniority List as posted shall be reported to the Department within fifteen (15) days from the date said list is posted, or it will stand approved.
- **8.2** Seniority for the purposes of this Agreement shall be based upon the employee's time in grade throughout the bargaining unit.
- **8.3** Whenever two (2) District Fire Chiefs are working on the same shift, the most junior in rank may be assigned on a daily basis to fill a vacant line officer's position, in order to keep the company in service, or to fill a vacant staff officer's position, i.e., labor grade 22 or above. District Chiefs so assigned will be paid on a plus rate basis in accordance with City Ordinance 33:061 when applicable, provided, however, they will be eligible for payment on a daily basis.

In the event that a District Chief scheduled for duty is not available for any reason for a week or more, the Fire Chief or his designee shall have the right to assign said District Chiefs duties as he sees fit; however, if assigned, the duties must be assigned to an officer of at least a pay grade 25 or above.

PERSONNEL REDUCTION

9.1 If the City decides to reduce the Department personnel covered by this Agreement, the employee with the least seniority in the bargaining unit shall be-laid off first and rehired in the inverse order of layoff. No new bargaining unit members shall be hired until all employees who have been laid off for twenty-six (26) months or less have been given an opportunity to return to work.

<u>9.2</u> Employees who are laid off shall have recall rights in the inverse order of the layoff; that is, the last person laid off shall have first right to recall if he/she has the qualifications for the job to be performed.

Employees shall have recall rights for a period of twenty-six (26) months from the date laid off.

Employees who are laid off shall be responsible for notifying the Personnel Department of any change of address.

9.3 When a vacancy in the bargaining unit occurs from which the employee was laid off, then he/she shall be notified by certified mail at his/her last known address to contact the Department. The employee shall have twenty-one (21) calendar days from the date of notification to be available to return to work.

If the employee does not reply to the notification within twenty-one (21) calendar days, then such employee's name shall be removed from the recall list and no further consideration shall be given to the recall of said employee. If the employee contacts the Department within the twenty-one (21) calendar days but is not able to report to work, due to health, physical or other sound reasons then such employee shall be passed over

for the immediate recall, but shall remain on the list for future recall within the agreed to 26-month period.

9.4 During the time an employee is laid off he/she shall retain seniority rights but shall not accrue any benefits during the time of layoff. Such retention of seniority rights shall not extend beyond 26 months from the date the employee was laid off.

WORK WEEK, OVERTIME AND EXTRA DUTY DAYS

10.1 The work schedule shall be a 24 hours on, 72 hours off shift system which shall be the same as the schedule for the line firefighters as specified in the Local #856 TAFF collective bargaining agreement or any amendment or memorandum of understanding pertaining to such work schedule. Effective February 7, 2021, the pay week for members of the Unit has been reestablished to a Sunday to Saturday basis. Per MOU dated 2/8/21.

In addition, the Fire Chief or his designee shall retain the right to assign a different schedule to District Chiefs assigned to a shift, for special projects to meet the Department's training needs or to meet extraordinary circumstances not created by the Department. Additional assignments for other special projects may be made upon mutual agreement of the parties.

The work week for the Equipment Maintenance Superintendent shall be forty (40) hours per week, as in the past. This work week will be further defined as Monday thin Friday from 07:00 Hours until 15:30 Hours. This schedule may be modified to meet the operational objectives of the Central Fleet Manager with the approval of the Chief of the Department.

10.2 Payment for Shift Coverage

Except as otherwise provided for Employees in the bargaining unit who work additional hours to cover a shift for another employee or come in for call back, shall be compensated by the payment at straight time for hours actually worked.

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10.3 Work Week

District & Battalion Chiefs shall be paid straight time for the first 44 hours of additional hours worked over their regularly scheduled hours in a (4) week cycle. Any additional hours will be paid at one and one half (1 ½) times their regular hourly rates.

10.4 The Equipment Maintenance Superintendent and Fire Marshall shall be paid at the rate of time and one-half the regular hourly rate for hours actually worked in excess of the regular work schedule.

SALARIES

11.1 Effective July 1, 2022; three percent (3.0%) COLA plus steps and longevities.

Effective July 1, 2023; four percent (4.0%) COLA plus steps and longevities.

Effective July 1, 2024; four (4.0%) COLA plus steps and longevities.

11.1 (A) Effective July 1, 2023, any member who has earned an AEMT or Paramedic Certification will be paid at one grade higher than the grade assigned their underlying position. Each member will be initially placed at two steps below the step otherwise due the member. Paramedics will also receive an A Step.

11.2 Advancement Within the Pay Scale. Employees shall be advanced to the higher rates within the range as recommended by the Fire Chief and approved by the Human Resources Director, based on the manner of job performance and length of service. Such advancement shall be made yearly until the employee has reached the maximum base rate of the class grade for the position.

11.3 Longevity Rates. In addition to base pay, the City will provide longevity pay in accordance with the following schedule:

- 1. After five (5) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay;
- 2. After ten (10) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay;

- 3. After fifteen (15) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay;
- 5. After twenty (20) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay. After twenty-five (25) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay; After thirty (30) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay;
- 6. After thirty-five (35) years continuous employment, an additional three percent (3%) shall be added to the employee's base pay.

When an employee has reached the years of service milestone in the above schedule, such employee shall be granted an additional pay step within the pay grade to which the employee's class has been assigned. The years of service milestone is the anniversary date of the employee's date of hire with the City. An employee who has reached the maximum step in the pay grade to which the employee's class has been assigned shall be entitled to the above longevity adjustments in base pay.

- 11.4 Employees in the bargaining unit shall be subject to the employee performance evaluation program as adopted by the City.
- 11.5 Outstanding performance evaluation bonus payments will cease, effective on date of ratification.
- 11.6 A-Steps The parties agree as to the qualifications for the so called Yarger Decker A-Steps as set forth in a memorandum from the Manchester Fire Department Training Division dated March 4, 1999.

All members of the bargaining unit shall be eligible for an A-Step by achieving a

bachelors' degree in any field of study.

11.7 In the event that another Affiliated or Non-Affiliated group agrees to any COLA increase the Local can enhance this Article with that language at the Locals discretion.

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11.8 Employees hired after September 26, 2018 shall not be entitled to the 10-year longevity step set forth in Article 11.3 (2) above.

11.9 A committee shall be formed comprised of three (3) union representatives and three (3) management representatives for the purpose of studying sustainable compensation and shall report back to the Parties no later than October 1, 2019.

STANDBY AND CALLBACK PAY

- 12.1 Standby pay for the Equipment Maintenance Superintendent shall be \$209.00 per week for a full seven (7) calendar days of standby, in accordance with the policies now in effect and in accordance with the following schedule: All Standby pay shall be compensated at twenty-five dollars (25.00) per day as defined below.
 - (a) Standby pay shall be compensated at twenty-five dollars (\$25.00) for Monday, Tuesday, Wednesday, Thursday and Friday.
 - (b) Standby pay shall be compensated at forty-two dollars (\$42.00) for Saturday, Sunday or Holiday days.
- 12.2 Payment of time and one half for callback shall not be affected by hours worked in a week.
- 12.3 Effective July 1, 2015 or the date of ratification of this Agreement, whichever occurs later, District & Battalion Chiefs who are called back to duty shall be paid for a minimum of four (4) hours at straight time.
- 12.4 Any member of the bargaining unit on standby who is called in shall be paid a minimum of three (3) hours at the rate of time and one-half their regular hourly rate. In the event the City agrees to a payment for Standby and Callback Pay, with the Manchester Professional Firefighters Association, Local 856, IAFF the Equipment Maintenance Superintendent shall receive the greater amount on the same effective date as it applies to Local 856.

HOLIDAYS

- 13.1 Compensation for Holidays shall be paid as provided below. In addition, whenever additional days are proclaimed as Holidays for municipal employees by the Board of Mayor and Aldermen, employees in the bargaining unit shall be paid for such holidays.
- 13.2 Holiday pay for each holiday shall be computed at one-fifth (1/5) of a normal week's pay. Effective July 1, 2010, holiday pay for each holiday shall be computed at one-fourth (1/4) of a normal week's pay. The holidays are New Year's day, Civil Rights Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Biennial Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- 13.3 An employee in the bargaining unit shall forfeit his right to payment for any holiday if he has an unexcused absence on the last regular work day preceding such holiday or on

The Equipment Maintenance Superintendent shall have the day off with pay.

the next regular work day following such holiday.

SICK LEAVE

14.1 All employees in the bargaining unit are entitled to sick leave credit at the rate of one and one-quarter (1 1/4) working days with pay for each completed month of service.

New employees hired into the bargaining unit after July 20, 2004, or the ratification date of this Agreement, whichever comes sooner, shall be entitled to paid sick leave which shall accrue at the rate of one-half (1/2) work day for each completed month of service. Accrual shall include the probationary period, but employees will not be allowed to use sick leave until they have satisfactorily completed the probationary period. 14.2

14.2 Sick leave credit may be accumulated up to a maximum of one hundred twenty (120) days.

For new employees hired into the bargaining unit after July 1, 2010, or the ratification date of this Agreement, whichever comes sooner, unused sick leave may be accumulated up to a maximum of sixty (60) work days.

14.3 Each permanent employee within the Bargaining Unit shall receive a lump sum payment for unused accumulated sick leave upon said employee's retirement, under a paid retirement plan or who dies while employed by the City. Such payment for accrued sick leave shall not exceed eighty (80) days regular pay. Effective upon the date of ratification of this Agreement, such payment for accrued sick leave shall not exceed eighty (80) days regular pay plus pay of one-quarter of the balance of the days accrued over eighty (80) but not more than one hundred twenty (120) days of accrued sick leave

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at their regular pay. New employees hired into the bargaining unit after July 1, 2010, or

the ratification date of this Agreement, whichever comes sooner, shall be entitled to

payment for accrued sick leave, under the conditions specified above; provided however,

that payment shall not exceed forty (40) days.

14.4 The Department light duty system shall not be applied in an arbitrary or capricious

manner.

14.5 All applicable leave taken under this Agreement shall be subject to the City's

Family and Medical Leave Act (FMLA) policy, as amended from time to time. 14.6 Any

employee eligible for sick leave with pay may use such sick leave, upon approval of his

department or office head, for absence due to his or her illness or injury; the illness or injury

of a spouse, child or other blood relative or ward residing in the same household when

FMLA leave has been approved or for the exposure to contagious disease. An employee

on sick leave shall inform his immediate supervisor of the fact and the reason therefore as

soon as possible and failure to do so within a reasonable time may be cause for denial of

pay for the period of absence. The department head shall require a doctor's certificate

before approving sick leave with pay for a period or periods of more than three work days.

The Department reserves the right to send an employee at the City's cost to the City's doctor

in cases of suspected sick leave abuse.

SICK LEAVE BANK

15.1 The Sick Leave Bank which became effective January 1, 1976 and as amended January 1, 1977, shall continue in effect during the term of this agreement. All Rules and Regulations adopted to administer the Sick Leave Bank shall continue in effect during the term of this agreement, provided, however, such Rules and Regulations may be amended from time to time as mutually agreed upon by the signators to this agreement.

15.2 The following Rules and Regulations, in effect as of the signing of this agreement, are hereby incorporated:

A voluntary Sick Leave Bank, to cover Fire Department Personnel in the event of long-teamed disability due to illness or non-service connected injury, is hereby established. The operation of such Sick Leave Bank shall be subject to the rules and guidelines set forth in this Article.

The purpose of the Sick Leave Bank is to provide relief to employees who suffer long-term illness or injuries, which are non-job-connected. It is established to provide additional paid benefit days beyond the employee's accrued days when an employee has exhausted his/her accrued sick leave and continues disabled for an additional thirty days. For example, it is not established to provide relief for one or two days beyond the employee's accrued sick leave.

SECTION 1 ADMINISTRATION

The Sick Leave Bank shall be administered by five (5) members of the department, two to be appointed by the Union President, one by the District Fire Chiefs and two by the

Fire Commission and shall hereinafter be called the Administrative Committee or the Committee. Committee members shall be appointed in the following manner: One for one year; one for two years; and one for three years and upon expiration of each of these terms, one member shall be appointed each year to serve a term of three years. Vacancies, when they occur, shall be filled by appointment in the same manner as the original appointments and shall be for the entire remaining term so filled.

The original appointee of the Fire Commission shall be for a one-year term and subsequent appointments shall be for three-year terms.

The Committee shall select one of its members as Chairman, by a majority vote, at the first meeting in January of each year, who shall serve a one-year term.

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

SECTION 2 MEMBERSHIP

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

on a form provided by the Committee. Membership by all employees will be subject to the following restrictions:

(a) Probationary employees will be admitted to membership providing they shall

have fulfilled the requirements set forth in Article 15, Section 1, of this Agreement.

(b) Full-time employees having less than 30% of their accumulated sick leave

days' limit as of the date of their application shall be limited in the extent of their

participation in the bank. Members who fall below the 30% restriction during the period

of membership, except for long periods of illness or injury, shall be placed in the limited

category. Full-time employees, except those with less than one year of service with the

department, shall have not less than 15 days of accrued sick leave as of the date of their

application for membership. An employee whose sick leave balance falls below 15 days

of accrual due to recent illness or injury may be admitted at the discretion of the

Committee.

Employees whose sick leave falls below 15 days after they are admitted to the Sick

Leave Bank, where the usage of sick leave was not the result of extended illness or injury,

shall have their membership status reviewed by the Committee. The Committee may

temporarily suspend the employee from membership in the Bank if it deems such action

to be in the best interest of the Bank.

Employees who have less than one year of service may be admitted to the Bank

upon the majority vote of the Committee after a review is made of their status with the

Department. Upon admission to membership the conditions stated in the preceding paragraphs will apply.

Computations for determining the 30% limit, referred to above, shall be based on 60 days' accumulation or by multiplying .125 times (x) the number of months' service if less than 48 months, whichever shall apply. This restriction shall be removed as soon as the employees accumulated sick leave days shall exceed 30% of his limit. Exceptions from this restriction may be made for good cause by the Committee with the concurrence of the Board of Fire Commissioners or the Chief of Department.

SECTION 3 BENEFITS

A member shall become eligible to request extended sick leave benefits from the Bank for an incapacitating illness or non-service connected injury, provided he/she exhausted all his/her accrued sick leave and his/her incapacitation extends at least 15 consecutive calendar days beyond the exhaustion of his/her sick leave accrual or at the discretion of the Administrative Committee. Upon presentation of satisfactory medical evidence of illness or injury to the Administrative Committee, the Committee may approve sick leave benefit days from the Bank to be granted to the member. Such sick leave benefit days may be made retroactive to the first work day after exhaustion of his/her accrued sick leave credits.

SECTION 4 BANK STABILITY AND LIMITATIONS

All employees who shall become members of the Sick Leave Bank shall continue in the Bank until December 31st of the current calendar year and automatically for each

calendar year thereafter unless the employee shall withdraw from membership prior to December 31st of any calendar year. Withdrawal shall be in writing, duly signed and dated, and submitted to the Administrative Committee prior to December 31st. No benefits shall accrue to the withdrawn member thereafter and any sick leave days previously donated to the Bank shall remain in the Bank to be disbursed by the Committee.

The number of benefit days in the Bank shall not exceed 1500 benefit days on December 31st of any calendar year. All excessive days shall be discarded. In the event the Bank is terminated, all sick leave benefit days remaining in the Bank shall be null and void.

SECTION 5 ADMINISTRATIVE OVERSIGHT

In the event the Board of Fire Commissioners or the Chief of Department questions a recipient's eligibility to receive benefits from the Bank, the Board of Fire Commissioners or the Chief may require of the Administrative Committee and the employee proof of such eligibility as well as a physician's certified report of the disabling illness or injury of the recipient.

SECTION 6 EFFECTIVE DATE

The provisions of this Article shall be effective January, 1976 and shall be attached to and made a part of this Agreement.

This Article or any Section thereof, may not be amended except through the collective bargaining process or mutual agreement of the parties concerned by law in that process.

15.3 In calendar year 1993 members of the Sick Leave Bank may voluntarily donate one additional day of their accrued sick leave credits to the Sick Leave Bank if the balance in the Sick Leave Bank falls below 150 days. Such voluntary donation of an additional day over and above the provisions of 15.2, Section 2, **ADMINISTRATION**, shall be made in writing on a form to be provided by the Association. It is agreed and understood the provisions of this section shall apply once only during calendar year 1993.

SICK LEAVE INCENTIVE PROGRAM

- 16.1 Employees included in the Bargaining Unit who use no (0) units (or days in the case of employees who are not on the 24/72 schedule) of paid sick leave during the calendar year shall be granted five (5) days of Personal Leave, Employees who use one (1) unit (or day) shall be granted four (4) days of Personal Leave. Employees who use two (2) units (or days) shall be granted three (3) days. Employees who use three (3) units (or days) shall be granted two (2) days. Employees who use four (4) units (or days) shall be granted one (1) day. Such Personal Leave shall be by payment of one-fifth (1/5) of a week's pay for each day.
- 16.2 If an employee uses more than 4 units (or days) paid sick leave days in a calendar year he/she will not receive any Personal Leave pay.
- 16.3 For the purposes of this article, the sick leave days counted are the units or days actually absent from duty, not counting job connected injury or sickness or military leave.

VACATION LEAVE

- 17.1 Vacation leave policy for employees in the bargaining unit shall be as follows:
 - (a) Accrual rate for two (2) calendar weeks begins on date of hire.
 - (b) Accrual rate for three (3) calendar weeks after completion of five (5) years of continuous service,
 - (c) Accrual rate for four (4) calendar weeks after the completion of nine (9) years of continuous service.
 - (d) Accrual rate for five (5) calendar weeks after the completion of fourteen (14) years of continuous service.
 - () Accrual rate for six (6) calendar weeks after the completion of nineteen (19) years of continuous service.
- 17.2 Selection of vacation periods shall be by department seniority; provided, however, that no vacation period shall extend beyond two (2) weeks until every eligible member of the bargaining unit shall have had an opportunity to have a two (2) week vacation, except at the discretion and approval of the Fire Chief. Only one member of the bargaining unit shall be allowed to take vacation at a time.
- 17.3 Upon termination of employment with the Department of a permanent employee, said employee shall receive a lump sum payment for unused accumulated vacation leave. Said payment to be computed by multiplying the number of unused accumulated vacation

leave days' times one-fifth (1/5) of said employee's normal week's pay. The maximum vacation leave which may be accumulated for the purpose of determining the lump sum payment upon termination is fifty (50) days.

- 17.4 All vacation lists shall be posted by November 15 of each contract year.
- 17.5 Beginning January 1, 1993 vacation weeks shall begin at 0800 hours on Monday of the vacation week and continue to 0800 hours the following Monday.
- 17.6 No employee shall be permitted to accrue in excess of two (2) times his/her annual earned vacation, i.e. employees who earn ten (10) days of vacation per year shall have no more than twenty (20) days earned vacation to his/her credit at any time; employees who earn fifteen (15) days of vacation per year shall have no more than thirty (30) days earned vacation to his/her credit at any time; employees who earn twenty (20) days of vacation per year shall have no more than forty (40) days earned vacation to his/her credit at any time. In any event the maximum number of vacation days that an employee may have to his or her credit at any time is sixty (60).
- 17.7 Bargaining unit members may take single shift vacations. These single shift vacations may be taken by the unit or shift. The following stipulations will apply.

 Effective July 1, 2022, bargaining unit members will be allowed to use any single shift vacation days that the members has accrued. Additionally, it will be the employee's responsibility to assure shift coverage. Single shift vacation coverage will be compensated at straight time. The city and union agree that only one position will be covered per shift and that shifts that are not backfilled will not be subtracted from the employee's allotment.

<u>17.8</u> Vacation Buyback. Members may request and shall receive a buyback of their vacation time at straight time in blocks of one week up to a maximum of six (6) weeks per fiscal year.

SPECIAL LEAVE

18.1 Leave from duty with full appropriate pay shall be granted to members of the Association's Negotiating Committee, not to exceed three (3) such members, who attend meetings between the Chief or his designee and the Association for the purpose of negotiating the terms of a contract, provided the employee was scheduled for duty at a time simultaneous to attendance at such meeting. Appropriate members of the Association, not to exceed one (1) such member, shall be granted leave from duty with full pay to attend meetings between the Chief or his designee and the Association for the purpose of processing grievances, provided said member was scheduled for duty at a time simultaneous to attendance at such a meeting. The city further agrees to grant four (4) units off to the President of the Association to conduct union business per calendar year provided the President provides the request at least one week in advance.

BEREAVEMENT LEAVE

19.1 A permanent full-time employee who works an average forty-two (42) hour-regular work schedule, shall be excused from work for not more than four (4) scheduled or consecutive shifts not to exceed four (4) consecutive days with pay between the date of death and the date of the funeral, inclusive, because of death in the immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled working hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

A permanent full-time member of this bargaining unit who works a five (5) day schedule, shall be excused from work for not more than five (5) scheduled or consecutive shifts not to exceed five (5) consecutive days with pay between the date of death and the date of the funeral, inclusive, because of death in the immediate family, as defined below and shall be paid his/her regular rate of pay for the scheduled working hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. No employee shall be required to report to any shift on the day of the funeral of an immediate family member occurs. This paragraph does not add any additional days with pay not otherwise provided for by the paragraph above.

Immediate family is hereby defined to mean spouse, father, mother, father-inlaw, mother-in-law, brother, sister, child, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, or a blood relative or ward residing in the same household.

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19.2 Under extenuating circumstances, two (2) additional days with pay, for the purposes of bereavement leave on the death of an immediate family member as

defined in

19.1, may be granted with the written approval of the Department Head, or his/her

designee, provided such days are to be charged to the employee's accrued sick leave.

19.3 In the event of a funeral which occurs during a shift, or in the event that travel

to or from a funeral is necessary during a shift, when an employee is scheduled to

work the shift, the employee shall be excluded from work for the one shift, if the

funeral is for one of the following: sister-in-law, brother-in-law, uncle or aunt.

19.4 Bereavement leave shall be paid on straight time

UNIFORM ALLOWANCES

20.1 The budget of the Department each year shall have an account known as "Uniform/Equipment Allowance". Each permanent employee of the bargaining unit shall be provided uniforms or a uniform/equipment allowance.

Uniform/Equipment Allowance shall be used for upkeep, replacement, maintenance, and fees associated with all uniform items and any electronic devices.

20.2 PRO-RATA PAYMENT OF ANNUAL UNIFORM ALLOWANCES

An annual uniform allowance of one thousand (\$1,000.00) shall be payable in semi-annual payments, each consisting of 50% of the annual amount. These payments will be made on or about January 15 and July 15.

20.3 In the event a member of the bargaining unit is not a member for the entire year (retires, separates or is promoted into the unit after the start of the contract year), the uniform/equipment allowance shall be pro-rated at the rate of 1/12 the annual amount times the number of completed months of active service during the calendar year.

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If a member of the bargaining unit is absent for a complete six-month semiannual period for reasons other than duty disability, he/she shall not receive the semi-annual uniform/equipment allowance for that period.

20.4 The Department shall furnish "Turnout" gear to members of the bargaining unit on an "as needed" basis, to be determined by the Department. Such Turnout gear includes coats, helmets, day boots and gloves and, if required by the Department, night boots and night hitches. Where such gear is provided, employees in the bargaining unit shall be required to wear it in accordance with the Department's SOP.

20.5 Turnout gear for bargaining unit members shall meet NFPA standards.

20.6 The City shall purchase for new employees promoted into the bargaining unit, a Class A uniform including coat, pants, shirt, cap and hardware.

HEALTH INSURANCE

- 21.1 The City will offer three health insurance plans. The HDHP coupled with and HSA, the Access Blue New England Site of Service HMO 250 and the Access Blue New England HMO 1250 Plan all of which are more particularly described in the attached Exhibit D. Effective July 1, 2022 refer to Statement of Benefits attached 21.2 Bargaining unit member hired before September 26, 2018, may select either the HDHP coupled with an HSA or the Access Blue New England Site of Service HMO 250.
- 21.3 Bargaining unit member hired on or after September 26, 2018, may select either the HDHP coupled with and HSA or the Access Blue New England Site of Service HMO 1250 if they do not qualify for the HDHP. Unless otherwise agreed, bargaining unit members subscribing are required to stay on the HDHP for so long as the City continues to contribute seventy-five (75%) percent to the applicable deductible to the member's HSA account on an annual basis as set forth herein.
- **21.4** For unit members hired prior to July 1, 2013, the City will pay eighty-five percent (85%) of the eligible premiums.
- 21.5 For unit members hired on or after July 1, 2013, the City will pay eighty percent (80%) of the eligible premiums.

- 21.6 The City shall offer a high deductible health insurance plan (HDHP) accompanied by the establishment of a Health Savings Account (HSA) for each enrolled bargaining unit member with an annual contribution of \$1,500.00 for an individual and \$3,000.00 for a two person or a family plan to an HSA for the term of this Agreement. The City retains the right to set the annual City contribution and shall each year prior to the open enrollment period disclose any changes to high deductible benefit plan and/or its contribution to the HSA or continuation of the HSA in the following fiscal year.
- 21.7 To a bargaining unit member who elects not to receive coverage under any City or School District health insurance plan the City shall pay \$4,000.00 annually in lieu of health insurance coverage. The City shall make said payment in two equal payments of \$2,000.00. The first payment, in arrears, will be made in January/February and the second payment, in arrears will be made in July/August. Bargaining unit members who encounter a qualifying event so as to make them eligible for enrollment in the City's health insurance plans during either six-month period will receive a pro rata amount based on the next \$2,000.00 payment. Bargaining unit members will be able to enroll in the City health plans notwithstanding a qualifying event in the annual open enrollment period.
- **21.8** In case a husband and wife are employed by the City of Manchester, the City shall pay only one premium for either a 2-person or a family policy whichever

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policy is selected by said husband and wife. All employees shall be required to pay the employee share of the health and dental insurance premiums as set forth herein.

21.9 Bargaining unit members who enroll in the Northeast Delta Dental Plan Coverage C, with a yearly maximum of \$1500.00, will have eighty-five percent (85%) of the premium paid by the City.

21.10 It is agreed by all parties concerned the City reserves and shall have the right to change insurance carriers or become self-insured, provided overall benefits to participants are not decreased and the costs to participants are not increased above the amounts associated with the current plans.

SAFETY & HEALTH COMMITTEE

22.1 SAFETY COMMITTEE

There shall be established in the Fire Department a Safety Committee which shall be advisory only, said Committee to be composed of an equal number of members of the management of the Department, the Firefighters Association and one (1) member of the Manchester Association of Fire Supervisors. The Safety Committee shall meet not less than once every thirty (30) days. The Committee shall review safety and health problems, suggestions and recommendations from all sectors of the Department and shall make proposals for eliminating hazardous conditions in the Department, provided, however, that the provisions of this Article shall not impair the Board's right to formulate and put into effect any rules and/or regulations which it, in its sole discretion, deems necessary or desirable concerning the protection of life and property, safety, health and sanitation.

22.2 The Union agrees to participate in any annual physical examination and/or health and wellness program agreed upon by the City and the Manchester Professional Firefighters Association, Local 856, IAFF.

DISCIPLINE

23.1 Discipline of permanent bargaining unit employees is generally to be corrective and of progressive severity and action will normally be taken in the following manner:

STEP 1: A verbal warning or reprimand, explaining the problem and what corrective action is required.

STEP 2: A continuation of the problem may result in a written warning indicating the reason for the reprimand and the action to be taken to avoid the problem in the future. A copy of the reprimand will be placed in the employee's personnel file.

STEP 3: If there are continued infractions of the same nature or no improvement in the employee's performance, additional written reprimands may be given or the employee may be suspended for one to five days without pay.

<u>STEP 4:</u> Continued infractions may result in suspension without pay in excess of five days or termination of employment. An employee may be given a written warning, be suspended, demoted or discharged if the misconduct is of such a serious nature that there is sufficient cause for such initial action, even though there have been no prior warnings or written reprimands.

23.2 Any permanent employee who is in the bargaining unit who is demoted in rank or dismissed shall be notified in writing of the reasons for such demotion or dismissal,

CORRESPONDENCE

24.1 It is agreed the Fire Chief or his/her designee will acknowledge in writing letters from the Association President or his/her designee pertaining to matters concerning the disciplining of bargaining unit members, grievances within the bargaining unit or questions on the interpretation and administration of this Agreement, such acknowledgment to be made within twenty (20) days of the receipt of such letters.

24.2 Three representatives of the Association shall meet with the Chief, or his/her designee, once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this agreement. A written agenda shall be submitted by the Association to the Chief no less than five days before the scheduled meeting. At the discretion of the Chief, or his/her designee, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief, or his/her designee, and the Association from meeting on a less frequent basis on mutual agreement.

<u>24.3</u> Nothing contained herein shall prevent the Association from consulting with the Chief or his/her designee at any time, if matters of mutual concern arise of an urgent or emergency nature.

GRIEVANCE PROCEDURE

- 25.1 For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by either an employee in the Bargaining Unit, the Association or the Chief or his designee and which arises under and during the term of this agreement. Grievances are limited to matters of interpretation or application of Articles contained in this Agreement. An employee in the bargaining unit, the Association or the Chief or his designee shall have the right to initiate a grievance in accordance with the provisions of this Article.
- **25.2** Whenever an employee in the bargaining unit has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.
- (a) The employee involved shall file the grievance in writing with the Association President within fifteen (15) calendar days from the date of the event which gives rise to the alleged grievance or within fifteen (15) calendar days from the date the employee knew or should have known, with reasonable diligence, of the event which gives rise to the alleged grievance. The Association President shall then submit the grievance to the Association Grievance Committee for discussion within seven (7) calendar days after the grievance is presented to him/her.
- (b) The grievant or the Association must, if wishing to process the grievance, file said grievance with the Chief Engineer within ten (10) calendar days after said grievance

was filed with the Association Grievance Committee. The grievance shall be submitted in writing, listing the Article(s) and Section(s) violated, the specific facts associated with the grievance and the remedy desired. Within ten (10) calendar days following receipt of the grievance, the Chief Engineer or his/her designee shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than fifteen (15) calendar days following receipt of the grievance and a written decision shall be issued with five (5) calendar days after the hearing. If a hearing is scheduled, the Association and the grievant shall attend at the Chief Engineer's or his/her designee's discretion.

- (c) If the grievant is not satisfied with the decision of the Chief Engineer, or if no decision is rendered within the time limits contained in 25.2(b) above, the grievant or the Association may file said grievance with the Pre-Arbitration Board within ten (10) calendar days after the time limits cited above. The Pre-Arbitration Board comprised of a representative of the Association, the Department and the City's Chief Negotiator will act upon the grievance within fifteen (15) calendar days after the grievance was filed with the Pre-Arbitration Board. The grievant must attend the Pre-Arbitration Board meeting.
- 25.3 Whenever the Association has a grievance as defined above, the following procedure shall be utilized or such grievance shall be deemed waived.
- (a) The Association shall file the grievance in writing with the Chief Engineer within thirty (30) calendar days from the date of the event which gives rise to the alleged grievance. Within ten (10) calendar days the Chief Engineer shall issue a decision or schedule a hearing as provided in 25.2(b). Further, if management does not respond to the grievance within the time lines stated in Article 25 the grievance shall be deemed

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denied and the Association may process the grievance to the next step in accordance with

Article 25.

(b) If the Association is not satisfied with the decision of the Chief Engineer or if

no decision has been rendered within twenty (20) calendar days after filing with said

Chief Engineer, the Association may file said grievance with the Pre-Arbitration Board

in accordance with Section 25.2(c).

25.4 Any mutually satisfactory disposition reached as a result of action taken in

Sections 25.2 or 25.3 shall be final and binding upon the parties as to the matter in

dispute; and the City, the Association and the grievant shall thereafter comply in all

respects with the result of such disposition.

25.5 If said grievance is not reported and/or processed within the time limits set forth

in Sections 25.2 or 25.3 above, the matter shall be dismissed and no further action

shall be taken with respect to such grievance.

25.6 Should any grievance arise which cannot be settled within the scope of the

foregoing sections of this Article, either the Chief or his designee or the Association

may submit such grievance to arbitration as follows:

(a) If the aggrieved employee is not satisfied with the disposition of his/her

grievance as the result of the action of the Pre-arbitration Board or if no decision has been

rendered within ten (10) calendar days after the Pre-arbitration board meeting, the

aggrieved employee may request in writing, within fifteen (15) calendar days from the

date of the Pre-arbitration board meeting, to the Association that the Association submit

his/her grievance to the New Hampshire Public Employee Labor Relations Board in

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accordance with its rules and regulations. if the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the Department, it may submit the grievance in writing to the P.E,L.R.B. within fourteen (14) calendar days after receipt of the written request by the aggrieved employee. If the aggrieved employee fails to submit such written request for arbitration to the Association within the said fifteen (15) days after the pre-arbitration Board meeting or the Association fails to submit said grievance to the P.E,L.R.B. within said fourteen (14) days after receipt of the written request from the employee, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

- (b) If the Association is not satisfied with the disposition of the grievance as the result of the Pre-arbitration board meeting or if no decision has been rendered within ten (10) calendar days after the Pre-arbitration meeting, the Association may submit in writing a request to the P.E,L.R.B. to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations within fourteen (14) days after the Pre-arbitration meeting. If the Association fails to submit such written request for the appointment of an arbitrator to the P.E.L.R.B. within said fourteen (14) days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.
- (c) The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement. His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of this

Agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this agreement.

- (d)The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.
- (e) The expenses of the arbitrator shall be borne equally by the parties. Each party shall make arrangements for, and pay the expenses of witnesses who are called by them.
- 25.7 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.
- <u>25.8</u> The above times may be extended or by-passed by mutual written agreement of

the parties.

- 25.9 A grievant and one Association representative shall be allowed up to one hour off (without loss of pay) during duty hours to process grievances through each step of the grievance procedure. Additional time may be granted if mutually agreed to by the parties.
- **25.10** The Parties agree they may appeal an arbitration decision within 30 days in accordance with RSA: 542.

SEPARABILITY

26.1 If any provision of this agreement or any application of the agreement to any employee or group of employees is found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, provided, however, that all other provisions of this agreement and applications thereof will continue in full force and effect.

LIFE INSURANCE BENEFIT

27.1 Effective July 1, 2010, or date of ratification, whichever is later, the City will provide for a Life Insurance Fund to provide for the payment of a death benefit of an amount equal to the employee's last yearly base pay, but not to exceed fifty thousand (\$50,000.00) dollars, to the named beneficiary or estate of any member of the Bargaining Unit who dies from any cause while employed by the City or who dies within sixty (60) calendar days after retirement or resignation for health reasons. The city reserves the right to obtain insurance coverage for the above amounts, and reserves the sole right to select such insurance carrier.

27.2 Provided, however, that the City reserves the right to provide the insurance benefits agreed to in 27.1 by contracting with a private insurance carder. The City may, at its sole option, exercise this right except that if it does so it must contract with the private insurance carrier for a covenant that the private carrier must allow retired employees to convert the coverage provided for herein, at their sole expense upon retirement, and provided that the private insurance contract shall not increase the City's cost above that required by Section 27.1.

INDEMNIFICATION

28.1 The City of Manchester currently purchases liability insurance, which includes coverage of Liability of Public Officials and employees for actions taken as part of their official duties while employed by the City.

Furthermore, on the 25th of November, 1975, the Board of Mayor and Aldermen acted under the provisions of RSA 31:105 by voting to indemnify and hold harmless for loss or damage any person employed by the City while acting in their official capacity. Such action by the Board of Mayor and Aldermen protects the Officials and employees of the City for the deductible amount of liability insurance.

Employees of the City within the bargaining unit are covered under the Liability Insurance and the Indemnification for the deductible amount of the liability coverage, which are currently in effect. Liability insurance coverage and indemnification for the deductible amount of the liability coverage shall be maintained for bargaining unit members under the same terms and conditions as for other employees of the City.

RESIDENCY

29.1 All members of the bargaining unit shall be required to reside within forty-five (45) minutes of the City limits of Manchester, New Hampshire; provided, however, that any member of the bargaining unit who resided outside the said limit as of the date of ratification of this Agreement shall be allowed to continue such residency outside the City limits.

MISCELLANEOUS

<u>30.1</u> An annual payment of two hundred dollars (\$200.00) shall be paid to the Equipment Maintenance Superintendent in lieu of tool insurance and the City will not be liable for any losses.

<u>30.2</u> Employee Assistance Program. Employees who are members of the bargaining unit shall be entitled to the benefits of the department's employee assistance program. 30.3 <u>30.3</u> Unit employees who are required or subpoenaed to appear in court either at the direction of the Department or upon subpoena pertaining to matters related to their official duties as a member of the Manchester Fire Department will be compensated for all actual hours engaged in such activity at the rate of one and one-half (1 1/2) times their regular hourly rate with a minimum of three (3) hours overtime pay.

In the event that such an employee receives or is entitled to receive a witness fee, such witness fee shall be executed in favor of the City and turned over to the Department. Such employee shall not be required to turn over any payments for mileage incurred in such activities unless they shall have utilized a department vehicle.

30.4 Drug and Alcohol Testing

The Association agrees that the members of this bargaining unit shall be subject to the same drug and alcohol testing program as may be adopted between the City and Local #856, IAFF, Manchester Professional Firefighters under the same terms and conditions.

30.5 Cell Phones: In recognition of the increase to the uniform/equipment allowance, the personal cell phones owned by members of the Bargaining Unit may be used to conduct Department business without any further reimbursement or compensation. Members are expected to keep such phones in working order and shall monitor such phones as reasonably required.

RETIREMENT

31.1 Retirement

Under the N.H. Retirement System the City may call for examinations of the members who are on disability retirement. If they are found fit, they can be taken off disability retirement. In such cases, the Department shall provide a system for the return of such members to active duty, provided such members pass a City physical, agree to retrain if necessary. Such member shall be returned to duty in the next occurring vacancy.

EDUCATION INCENTIVE REIMBURSEMENT POLICY

32.1 The City agrees to provide reimbursement to bargaining unit members who complete approved courses related to Fire Department responsibilities based upon the following: Seventy-five percent (75%) of the cost of courses, books and materials to a maximum of two thousand five hundred dollars (\$2,500.00) per fiscal year, per employee, not to exceed an aggregate payment of five thousand dollars (\$5,000.00) per fiscal year provided funds are available.

32.3 Once a course has been approved, the City, per HR policy, will advance to the bargaining unit member one-half of the authorized amount of the course tuition and books. The remainder of the course reimbursement will be paid to the bargaining unit member upon presentation of a certificate of satisfactory completion of the course,

<u>32.4</u> The department agrees to cover the bargaining unit member's shifts while attending approved courses with the approval of the Fire Chief or his designee.

TERMINATION AND RENEWAL

33.1 This Agreement shall be in full force and effect and remain in full force and effect from July 1, 2022 to and including June 30, 2025 except as otherwise specified in individual articles, and shall continue from year to year thereafter unless written notice of desire to modify or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration or the anniversary date thereof.

33.2 For the purposes of renegotiation of this 2022-2025 contract, the Parties agree to commence negotiations on or about December 1, 2024.

IN WITNESS WHEREOF the parties have here	unto set their hands and seals this day
of, 2022.	
MAFS NEGOTIATING TEAM Signature	CITY NEGOTIATING TEAM Andre R. Parent Signature
Richard Molan Print Name	Andre Parent, Chief Brint Name Shield Walker
Signature	Signature
Print Name	Sharon Wickens, Interim Human Resources Dir Print Name
Date:	Date:

Your summary of benefits



Matthew Thornton Health Plan, Inc./Anthem® Blue Cross and Blue Shield

Your Plan: Anthem BlueChoice Open Access Advantage HSA Alt Net 2000/0%/2000

Your Network: Blue Choice POS

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	uctible \$2,000 person /\$4,000 family	
Out-of-Pocket Limit	\$2,000 person / \$4,000 family	\$4,000 person / \$8,000 family
The family deductible and out-of-pocket maximum are non-embedded meaning shared family deductible and one shared family out-of-pocket maximum. The in maximum only apply to individuals enrolled under single coverage.		
Preventive Care / Screening / Immunization	No charge	30% coinsurance after deductible is met
Doctor Home and Office Services		
Primary Care Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Specialist Care Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Prenatal and Post-natal Care	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Other Practitioner Visits:		
Retail Health Clinic	0% coinsurance after deductible is met	30% coinsurance after deductible is met
On-line Visit Includes Mental Health and Substance Abuse (www.livehealthonline.com)	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Manipulation Therapy Coverage is limited to 20 visits per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Acupuncture Coverage is limited to 20 visits per benefit period.	Not covered	Not covered

Covered Medical Benefits	Cost if you use an in- Network Provider	Cost if you use a Non-Network Provider
Other Services in an Office:		
Allergy Testing	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Chemo/Radiation Therapy	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Dialysis/Hemodialysis	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Prescription Drugs - Dispensed in the office	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Diagnostic Services Lab:		
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Freestanding Lab/Reference Lab	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
X-Ray:		
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Freestanding Radiology Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Advanced Diagnostic Imaging:	- Limited and the second and the sec	
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Freestanding Radiology Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Emergency and Urgent Care		
Urgent Care	0% coinsurance after deductible is met	Covered as In-Network
Urgent Care Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
<u>Ambulance</u>	0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse	1916 MARION AND AND AND AND AND AND AND AND AND AN	
Doctor Office Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Facility Visit:		
Facility Fees	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Surgery		
Facility Fees:		
Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Freestanding Surgical Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Gost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services: Hospital Freestanding Surgical Center	0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met
Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):		
Facility fees (for example, room & board) Coverage for Inpatient Rehabilitation is limited to 60 days and Skilled Nursing services are limited to 100 days per benefit period. Applies to In- Network.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor and other services	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Recovery & Rehabilitation Home Health Care Limit is combined with Private Duty Nursing and it is 100 days per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Rehabilitation services:		
Office Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Cardiac rehabilitation Office Coverage is unlimited per benefit period. Outpatient Hospital Coverage is unlimited per benefit period.	0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met
Skilled Nursing Care (facility) Coverage for Inpatient Rehabilitation is limited to 60 days and Skilled Nursing services are limited to 100 days per benefit period. Applies to In- Network.	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In- Network Provider	Cost if you use a Non-Network Provider
Hospice	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Durable Medical Equipment Unlimited	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Prosthetic Devices	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Fitness Club Reimbursement	Up to \$100 per six months and \$200 per plan year per contract.	
Vision Hardware (Per member every 2 years)	\$100 maximum reimbursement for frames and lenses.	

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use an Out-of-Network Provider
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out of Pocket	Combined with In-Network medical	Combined with Non-Network medical
Prescription Drug Coverage National Drug List This product has NO 90-day Retail Pharmacy Net No coverage for non-formulary drugs.	lwork available. A 90-day supply is not a	available at most pharmacies.
Tier 1 - Typically Generic 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)

Notes:

Your medical and prescription copays, coinsurance and deductible count toward your out of pocket amount.

- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

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Questions: (833) 621-0307 or visit us at www.anthem.com

NH/LG/Anthem BlueChoice Open Access Advantage HSA Alt Net 2000/0%/2000/6CGH/07-01-2021

Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version: If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 772-4122

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساحدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على 772-4122 (833) .

Armenian (**hայերեն**). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով։ Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (833) 772-4122։

Chinese(**中文**):如果您對本文件有任何疑問,您有權使用您的語言免費獲得協助和資訊。如需與譯員通話,請致電(833) 772-4122。

Farsi (نارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینهای به زبان مادریتان دریافت کنید، برای گفتگو با یک سترجم شفاهی، با شماره 4122-777 (833) تماس بگیرید،

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 772-4122.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpôt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfômasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 772-4122.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 772-4122.

Japanese (日本語):この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。 通訳と話すには、(833) 772-4122 にお電話ください。

Language Access Services:

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 772-4122로 문의하십시오.

Navajo (**Diné**): Díí naaltsoos biká'ígií lahgo bína'ídílkidgo ná bohónéedzá dóó bee ahóót'í' t'áá ni nizaad k'ehji bee nil hodoonih t'áadoo bááh ílínígóó. Ata' halne'ígií la' bich'i' hadeesdzih ninizingo koji' hodíilnih (833) 772-4122.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 772-4122.

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

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 772-4122.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 772-4122.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 772-4122.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 772-4122.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building, Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf. Complaint forms are available at https://www.hhs.gov/ocr/office/file/index.html.

Access Blue® New England



HMO Site of Service \$250 Summary of Benefits – Plan Year This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the

Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full.

Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Pro	
covered services in the Access Blue	: Network.
Preventive Care	
 Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears 	Covered in full
Routine physical exam for babies, children and adults including	Covered in full
family planning visits	
Routine hearing exam	
Routine vision exam (one exam per member per calendar year)	
 Other Outpatient Care Medical exam, injections (including allergy injections), office surgery 	\$20 many sight to seem DCD
and anesthesia	\$20 per visit to your PCP \$20 per visit to any Specialist
• Early Childhood Intervention therapy services for children up to age 3	par visit to day specialist
Diagnostic lab services at SOS facilities	Covered in full
• Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at	Covered in full
SOS facilities	
	Covered in full
High Cost diagnostic imaging such as MRI/CT Scans at SOS facilities	Covered in fun
Outpatient surgery at Ambulatory Surgical Center at SOS facilities	Covered in full
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• Short term rehabilitative therapy- physical, occupational, or speech)	Covered in full
at SOS facilities (up to 60 visits, any combination, per member, per plan year)	
pun yeur)	
Surgery at non-SOS facilities or a hospital outpatient department	\$250 copay
ourgery at non-bob facilities of a nospital outpatient department	\$250 copay
High cost diagnostic imaging such as MRI/CT Scans at non-SOS	\$250 copay
facilities or hospitals	
Diagnostic lab services at non-SOS facilities or hospitals	\$50 copay
Diagnostic tab services at non-303 facilities of nospitals	ф30 сорау
• Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at	\$125 copay
non-SOS facilities or hospitals	
Short term rehabilitative therapy- physical, occupational, or speech)	\$20 copay
at non-SOS facilities or hospitals	#20 3 0p a y
Inpatient Care (as a bed patient in an acute care hospital)	
Semi-private room and board	40.50
 Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, 	\$250 per member / \$500 per family per plan year deductible
occupational and speech therapy	year deductible
- '	
Skilled Nursing Facility and Rehabilitation Facility Care	0250
(limited to 100 combined days in a skilled nursing facility or rehabilitation facility per member, per calendar year)	\$250 per member / \$500 per family per plan year deductible
Julian For monoor, per caronaur yeur)	year deduction

Durable Medical Equipment (DME) Unlimited \$200 deductible for external prosthetics	Covered in full		
Other Services OB/GYN care (performed by an OB/GYN provider) Exam Maternity care (routine prenatal, delivery and postpartum) Chiropractic visit (20 visits per member per plan year)	\$20 per visit \$250 Deductible \$20 per visit		
Emergency Room or Urgent Care Center Visit ER facility charge (copayment waived if admitted) Urgent Care facility charge ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, et Ambulance (medically necessary emergency transport only)	Covered in full		
Service Received	Provider hoveveryou must receive		
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.			
Mental Health and Substance Abuse Outpatient services - Visit/consultation	\$20 copayment per visit		
Inpatient services Semi-private room & board Physician visit	\$250 per member / \$500 per family per plan ye deductible		
Maximum for Services Subject to \$100 Deductible Individual Family	\$250 per member per plan year \$500 per family per plan year		
Out of Pocket Limitations Medical Out-of-Pocket Limitation The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Calendar Year. It does not include your Premium, amounts over the Maximum Allowable Benefit, or charges for non-covered services.	Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance or Copayments for the rest of the Plan Year. \$6,350 per Member, per Plan Year \$12,700 per family, per Plan Year		

Prescription Drugs

Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy

- Copayment applies to each fill, up to a 30-day supply for retail
- Includes maintenance drugs at a retail or mail order pharmacy
- Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days.
- Important notes:
- If you choose to buy a brand drug, you pay the brand copay Refer to your prescription drug program flyer for details.

Cost Relief Copayment assistance available for certain Specialty drugs with no copayment for member. IngenioRx will identify the member with assistance available and will reach out to member to enroll him/her. Enrollment required otherwise member can be responsible for higher out of pocket expense.

Retail (30 day supply):

\$10 copay / tier 1

\$30 copay / tier 2

\$50 copay / tier 3

90 day supply at retail for 3 copayments

Mail Order (90 day supply):

\$20 copay / tier 1

\$60 copay / tier 2

\$100 copay / tier 3

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Fitness Club Reimbursement

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

Vision Hardware (per member every 2 years)

\$100 maximum reimbursement for frames and lenses.

Exclusions and Limitations

The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.

Services Not Covered

•Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the subscriber certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids, eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthognathic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sterilization reversal

Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:

• Injuries which are the responsibility of other parties • Services for which another insurance carrier or Medicare is primary • Services related to illegal conduct

This is only a brief summary of your coverage.

This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-621-0307

† Access Blue New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan

Outline of Coverage Delta Dental PPO plus Premier Network

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City of Manchester Group Number: 3203

Northeast Delta Dental

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

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

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