

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
CITY OF MANCHESTER
AND
AFSCME Council 93, Local 298
For Highway, Parks & EPD
for July 1, 2022 to June 30, 2025**

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PREAMBLE

The purpose and intent of the City of Manchester and the Union entering into this Agreement is to promote orderly and peaceful relations between the City and the organized employees in the Bargaining Units included in the following Agreement and to provide on behalf of the citizens of Manchester approved services in an effective and efficient manner.

ARTICLE 1 **RECOGNITION**

1.1 The City of Manchester, NH hereby recognizes Local#298, AFSCME, as the exclusive representative of the bargaining units contained herein for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment, other than those managerial policies referred to in RSA-273-A:1, XI, which are the exclusive prerogative of management.

Full-time, non-probationary employees in the following classifications are members of the respective bargaining units.

A. PUBLIC WORKS DEPARTMENT

1.2 HIGHWAY DIVISION

Accountant I, Accounting Specialist II, Boiler Plant Operator, Customer Service Representative I and II, Dispatcher, Drop Off Facility Worker, Drop Off Facility Supervisor, Engineering Technician I and II, Equipment Operator II, III, IV and V, Graffiti/Maintenance Worker, Highway Supervisor I, II and III, Laborer, Maintenance Mechanic, Public Services Worker I, II and III, Reconstruction Coordinator, Refuse Collector, Refuse Truck Driver, Scale Operator, Solid Waste Compliance Officer, Survey Instrument Person, Survey Party Chief, Survey Rod Person, Timekeeper, Utility Inspector I and II, WWTP Inspector Purchasing Assistant, Accounting Technician, Administrative Assistant I and II, Traffic Maintenance Supervisor, Traffic Maintenance Worker I and II, Traffic Sign Painter, Traffic Signals Supervisor, Traffic Signals Technician I & II.

1.3 ENVIRONMENTAL PROTECTION DIVISION

Accounting Technician, Accounting Specialist II, Custodian, Electrician II, Engineering Technician II, Laboratory Technician I and II, Laborer, WWTP Mechanic, Process Control Technician, WWTP Operator, WWTP Shift Supervisor.

1.4 PARKS, RECREATION AND CEMETERY DIVISION

Arborist, Carpenter, Equipment Mechanic I and II, Equipment Operator III and IV, Horticultural Supervisor, Irrigation Technician, Recreation Facilities Maintenance Worker, Recreation Maintenance Supervisor I, Recreation Maintenance Worker I and II, Ski/Aquatics Maintenance Worker, Golf Course Maintenance Worker, Customer Service Representative III, Park Rangers I & II.

1.5 Parties agree to abide by NH RSA 273-A regarding the mandatory subjects of bargaining.

ARTICLE 2
NON-DISCRIMINATION

2.1 NON-DISCRIMINATION BY THE CITY

The City and the Departments covered by this Agreement agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

2.2 NON-DISCRIMINATION BY THE UNION

The Union Officers and members agree not to discriminate in any way against employees who are not members of the Union, or to bar employees from joining or remaining in the Union, except for non-payment of dues.

2.3 The City, the Departments covered by this Agreement and the Union agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, color, gender, national origin, marital status, sexual orientation, gender identity, results of genetic testing, physical or mental disability, age or physical or mental handicap, or veteran status, except where age or physical condition are bona fide qualifications for employment.

ARTICLE 3
MAINTENANCE OF MEMBERSHIP

3.1 Each member of the bargaining unit who, on the effective date of the execution this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union 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 Union anytime within twenty (20) calendar days prior to the anniversary date of execution thereafter.

3.2 Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent him/her in grievances, shall assume full financial responsibilities as to the actual costs of processing the grievances. Collection of such fees shall be the sole responsibility of the Union.

3.3 Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the City harmless in any such dispute.

3.4 The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date of contract execution.

ARTICLE 4
DUES DEDUCTION

4.1 The City agrees to authorize the deduction of Local 298 dues from each employee who has signed an authorization and send said dues along with a statement indicating who has paid dues to: The Treasurer of Local 298, AFSCME.

4.2 The Union will keep the City informed of the correct name and address of the Treasurer of Local 298, AFSCME.

4.3 This deduction of dues shall be made on a weekly basis and shall be sent monthly to the Treasurer of Local 298, AFSCME.

4.4 If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues.

4.5 The City will notify the Treasurer of Local 298, AFSCME, in writing within two (2) working days of the cancellation of dues deduction by an employee who had previously signed an authorization for said deduction.

ARTICLE 5 **SENIORITY**

5.1 There shall be two types of seniority:

- (a) Department Seniority
- (b) Classification Seniority

Department Seniority shall relate to the time an employee has been continuously employed by the Department.

Classification Seniority shall relate to the length of time an employee has been employed in a particular classification.

5.2 Department Seniority shall prevail in matters concerning layoffs and rehiring. Qualified and available permanent employees shall be reinstated before new employees are hired.

5.3 Department Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article 6 of this Agreement.

5.4 No employee shall have the right to replace another employee in any classification by virtue of Department Seniority alone, except that, in the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned to the same or next lower classification for which they are qualified and for which they have Department Seniority.

Where applicable, such employees shall retain their same rate of pay for a period of 12 months from the date of such reduction in classification and pay grade. After 12 months the employees will be reduced to the proper pay step in the lower pay grade.

Displaced employees in those lower classifications shall have the same rights of reassignment as referred to in this Section 5.4.

5.5 Upon receiving a promotion an employee's name shall be entered at the bottom of that particular classification seniority list to which he/she has been promoted, regardless of his/her Department seniority, and he/she shall be considered to be the junior or youngest employee in that classification regardless of the Department seniority of other employees already in that job, until such time as other promotions are made into this classification. New promotions shall be entered at the bottom of that particular classification seniority list concerned.

ARTICLE 5 - SENIORITY (continued)

5.6 Until an employee has served the initial probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

5.7 Upon appointment to a regular full time position, the first six months of service in the position shall be considered the initial probationary period.

In the event an employee is not meeting the work standard, the probationary period may be extended up to an additional six months.

In the event an employee does not meet the work standard at the conclusion of the first six months or at the conclusion of the extended probationary period, he or she shall be separated from service except in the case of a promotional probationary period, all efforts will be made to return said employee to his or her former position if such position is available.

5.8 An employee shall not forfeit seniority during absences caused by:

- (a) Illness resulting in total temporary disability due to his/her regular work with the Department involved, certified to by an affidavit from Workmen's Compensation Carrier.
- (b) Illness not the result of his/her misconduct, resulting in total temporary disability, certified to by a physician's affidavit every three months.
- (c) Maternity /FMLA Approved Paternity Leave will not affect the seniority of an employee.

5.9 An employee shall lose his/her seniority for, but not limited to the following reasons:

- (a) If an employee is discharged and if such discharge is not overruled by an appropriate authority.
- (b) If he/she resigns.

5.10 The employees' present classification seniority as of the effective date of this contract shall be the only type of seniority considered for the purpose of establishing the classification seniority system called for in this Article. This classification seniority must have been continuous in nature to merit consideration under this section.

5.11 The preparation and maintenance of the Department and Classification Seniority Rosters shall be the responsibility of the City, approved by the Union, and is to be a part of this Agreement. The Department and Classification Seniority lists are to be drawn up and posted once a year in January.

ARTICLE 6

PROMOTIONS AND TRANSFERS

6.1 The Departments reserve and shall have the right to make promotions, demotions and transfers primarily on the basis of qualifications, ability and performance of duty, but shall be governed by departmental seniority where equal qualifications, ability and performance of duty, as determined by the Department, have been demonstrated.

When a position becomes vacant as the result of a promotion, demotion or retirement, the Department, within thirty (30) days shall notify the Union in writing of its intentions regarding the filling of the vacancy. This notification shall be advisory only and shall not be subject to the grievance and arbitration provisions of this Agreement.

6.2 Jobs to be filled through promotion shall be posted on the department bulletin boards in which the vacancy occurs for a period of five (5) working days.

Management shall make a determination of the filling of such posted position no later than 30 working days after the close of the posting period.

6.3 After an award is made of a promotion the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within eight (8) working days of the date posted, in accordance with the grievance procedure.

6.4 Vacancies in management positions which are excluded from the bargaining units shall be posted on the departmental bulletin boards, provided, however, that appointment to these positions shall not be subject to the grievance procedure of this contract.

6.5 Whenever possible, promotions shall be made from the ranks of regular employees who are employed by the department in which the vacancy occurs.

6.6 Employees in the Department where the vacancy occurs who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s); provided the expected date for return to work, with or without reasonable accommodations, is within thirty (30) calendar days of the closing of the posting. However, such employees may, at his/her discretion, have his/her name removed from the list within five (5) work days of returning to work. This provision shall not apply to those engaged in military service and their eligibility shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

6.7 When a question as to the proper person having been chosen to fill any job arises and it cannot be resolved it will be settled by using the grievance procedure in Article 31.

ARTICLE 6 - PROMOTIONS AND TRANSFERS (continued)

6.8 Job posting shall include job specifications, rate of pay, job location, the shift and also if the job is permanent with a permanent rating.

6.9 The above procedures shall be followed in all promotions, vacancies and transfers whether temporary or permanent.

6.10 If qualified candidates are not available or have not responded to the posting within a department where a vacancy occurs, the job will then be posted throughout the City Departments. Preference will be given to City employees who meet the qualification, ability and performance of duty standards before seeking applicants outside the City service. Candidates from departments other than the department in which the vacancy occurs shall be notified by the department of the status of his/her application and the reason(s) for not being selected for the position. A candidate for positions in departments, other than the department in which he/she is employed, shall not have the right to file a grievance if not selected for such position(s).

6.11 An employee who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status for six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. In the event an employee is not meeting the work standard the probationary period may be extended up to an additional six (6) months.

6.12 LATERAL TRANSFERS:

An employee who has been promoted or transferred shall only be eligible for additional lateral transfers within the same pay grade after one (1) year on the job.

ARTICLE 7

WAGE RATES

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

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

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

7.2 Employees will receive a step increase on their anniversary date of current position. This step increase will be subject to a satisfactory performance evaluation. An incomplete evaluation will be considered a satisfactory performance evaluation. This process may be changed at any time by mutual agreement. Evaluation step increases will stop when an employee reaches Step 13 on the included pay matrix.

7.3 Employee appeals on their annual performance evaluation will be according to the process mutually agreed to by the Union and the City. See Appendix A, attached.

7.4 The longevity waiting periods for employees shall be 5-10-15-20-25-30-35-40 and 45 years of service. An increase of three-percent (3%) will take effect on the employee's anniversary date of employment. Employees hired after July 1, 2022, shall be entitled to the six (6) month step.

7.5 Employees being promoted from one grade to a higher grade shall be placed on the lowest step of the new grade, which will provide for a minimum of a ten-percent (10%) increase in salary.

7.6 Employees who have attained and, if applicable, maintained the requirements for the achievement grade (A-Step) associated with their positions will be placed on the corresponding step on the achievement grade in accordance with the following mutually agreed provisions as detailed on attached Appendix B to this agreement.

7.7 The EOP II assignment position for the Sidewalk Paver will be plus rated to pay grade 14.

7.8 The assignment of Street Paver Auger Operator will be plus rated to pay grade 14.

ARTICLE 8

HOURS OF WORK AND OVERTIME

8.1 The normal work week shall consist of any work performed up to forty (40) hours per week Monday through Friday at straight time pay. The normal work day shall consist of any work performed up to eight (8) hours in any one day.

8.2 All times worked in excess of the normal work day and all time worked in excess of the normal work week shall be paid at the rate of time and one-half. All paid time off, except sick and bereavement leave, occurring during the work weeks shall be counted as hours worked for purpose of determining the forty (40) straight time hours. (Exceptions to the above, noted in Article 11, Special Emergency Rates.)

Employees working at overtime rates prior to 12:30 a.m. for emergency operations will continue to receive the overtime rate if they continue to work after the start of the next regular work day; provided, however, no employees will be permitted to use sick leave during snow removal operations, except in cases of bona fide health emergencies. The Director of Public Works, or designee, shall declare when Emergency Operations are underway.

8.3 Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several callbacks within the three (3) hour minimum guarantee period. Unless otherwise agreed during the notification process, employees must report back to work within forty-five (45) minutes of notification to qualify for this callback pay.

Notification may be made by text but will be followed up by a telephone call if the text is not responded to within a reasonable period.

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

Departments may schedule employees to start their next day's shift at a time earlier than the regular time without extra compensation under the callback provision of

this section, provided such change in schedule is made prior to the completion of the shift the preceding day.

8.4 The workday or workweek will not be interrupted to avoid the payment of overtime. Provided however, nothing herein shall be construed to prevent the Department from sending an Employee home as Departmental needs and/or safety reasonably dictate.

8.5 Overtime work which is scheduled in advance or which requires employees to be called in for unscheduled work shall be assigned first on a rotating basis among all qualified employees who normally perform the work by classification within the section. If the overtime situation requires additional employees to be assigned, then such assignments shall be made among qualified employees on the basis of departmental seniority within the division.

The Highway Division reserves the right to hold heavy equipment operators, i.e., loader operators, grader operators, shovel operators, or foremen assigned to said equipment in reserve for snow plowing operations. When the heavy equipment operators, listed above, are called in for snow plowing operations, they will continue to be paid at time and one-half after the start of the next regular work day.

In the event an employee is inadvertently passed over for an overtime opportunity, that employee will be offered the next replacement overtime opportunity, off the same list.

8.6 No temporary employees shall be assigned to overtime work until all regular employees who normally perform the work have had the opportunity for such assignment except during holiday weeks, Monday through Friday. This provision shall not apply to employees assigned to the golf course.

8.7 Overtime for employees in the Parks & Recreation Division shall be by an approved work scheduled for the JFK Coliseum and the West Side Arena and shall be rotated among all employees by job classifications. If insufficient coverage is volunteered, then it should be offered to all trained employees and then to the Maintenance Supervisor

Employees shall have first right to overtime work by classification. If insufficient coverage is volunteered, then Foremen shall be offered the overtime work before it is assigned to the classifications.

If for any reason the department is unable to staff these above-mentioned locations, the employee with the least classification seniority must make himself/herself

available for such overtime work. If the employee with the least seniority is unavailable for a legitimate reason, then the overtime will be assigned to the employee with the next lowest classification seniority. In other words, overtime will be assigned to employees in the reverse order of classification seniority (least to most). This section is to allow the Parks & Recreation Division to maintain adequate personnel at the above-mentioned locations.

8.8 The schedules in the Wastewater Treatment Plant and the Highway Dispatchers shall constitute an exception to the provisions of Section 8.1 and shall be considered as regular hours of work at straight time pay.

8.9 If an employee punches back in to work within 2 (two) hours of punching out – their time will continue for the purpose of calculating double time pay.

ARTICLE 9 **PLUS RATES**

Effective upon the date of ratification of this agreement hourly paid employees in the bargaining units will be compensated on a Plus Rate basis of one pay step (no less than 7% to the nearest whole cent) above his/her present rate or the entrance rate, whichever is higher, for working in higher level classifications for each completed hour of work in such higher level assignment.

9.1 Effective upon the date of ratification of this agreement, salaried employees in the bargaining units will be compensated on a Plus Rate as stated above for each completed work day of assignment in higher level classifications.

9.2 An employee may be temporarily assigned for a period not to exceed thirty (30) consecutive calendar days to the work of any position of the same or lower grade without a change in rate of pay.

9.3 In those cases when an hourly rated employee is assigned to temporarily serve in a higher level salaried position, such as a Superintendent's position in the Highway Division, then such hourly rated employees shall be granted a plus rate in accordance with this section if the assignment is for one full work day or longer.

9.4 Assignments to higher paying job classifications, temporary or otherwise, shall be made in accordance with the provisions of Article 6, Section 1, of this Agreement only if doing so will not unreasonably create inefficiencies or otherwise disrupt normal departmental operations.

9.5 All new positions, promotions or transfers contemplated beyond a period of thirty (30) days shall be posted on the department bulletin boards for at least five (5) working days and any interested employee shall have the opportunity to apply for such positions, promotions or transfers.

9.6 When an employee is plus rated, the fact that he/she was plus rated does not within itself mean that said employee is qualified, per se, for the position he/she was plus rated for.

ARTICLE 10
EMERGENCY WORK

10.1 It shall be the duty of all able bodied employees to make themselves available during the course of emergency situations. Deliberate refusal to work during such situations without adequate justification may result in disciplinary action.

10.2 When an employee responds to an emergency work situation and due to hours worked and/or physical exhaustion, is relieved from working the normal work schedule, and such employee is required to work on a Saturday then such Saturday work shall be paid at the overtime rate.

10.3 If an employee is called back from vacation due to an emergency situation then all hours of work shall be paid at the time and one-half rate of pay until the employee returns to his/her regular work schedule.

ARTICLE 11
SPECIAL EMERGENCY RATES

11.1 Employees required to operate snow removal vehicles equipped with wing plows and/or vehicles equipped with salt/sand spreaders, during snow plowing and snow removal operations only, shall be paid an additional one dollar and fifty cents (\$1.50) per hour over and above their current hourly rate while operating said equipment.

11.2 Employees in said bargaining units shall be paid double time for all work performed in excess of sixteen (16) consecutive hours as the result of snow or other emergencies as determined by the departments involved.

11.3 When an employee is relieved from duty during emergencies prior to the completion of his/her regular work shift, either at the request of the supervisor, or at the request of the employee, with the approval of the proper authority because of long hours of work and/or exhaustion as the result of said emergency, and said employee is required to return to work prior to the start of his/her regular work shift, he/she shall be paid at his/her overtime rate for such hours of work performed prior to the start of said employee's next regular shift.

ARTICLE 12
STANDBY TIME COMPENSATION

12.1 Stand-By-Status will be given to all Equipment Operator II Truck Drivers, Laborers (10) Equipment Operator ID Loader (1), and Equipment Mechanic (5) Inventory Specialist (1) Equipment Service Technician I (1) Equipment Service Technician II (1) from 12:01 am on Saturday until Sunday 11:59 pm from the first weekend in December through the last weekend in March by seniority on a rotating basis. The Union agrees that in no way does it affect the responsibility for all employees to make themselves available for emergency work as determined by the department head.

For the purpose of this Article a standby day shall mean Monday through Friday (16 hours per day) and Saturday and Sunday (24 hours per day).

Effective, upon ratification - 2021, the stand by duty rate will be \$40.00, Monday through Sunday.

12.2 There shall be no reduction of the standby rate as defined in the preceding section in the event an employee on standby is called in and reports to work.

12.3 Foremen who are assigned to standby duty and who are called in and report to work may perform any duties and/or operate any equipment they are qualified to operate, provided that such equipment is not normally operated by an employee in a classification with a higher pay grade.

ARTICLE 13
NIGHT SHIFT DIFFERENTIAL

13.1 Any permanent full-time employee covered by this Agreement who is assigned to a permanent second or third shift or on periodic rotating basis to the second shift shall be paid an additional ten percent (10% of their hourly rate) in addition to the regular rate of pay/for such assignment.

Such premium shall apply when half or more of the shift is scheduled after 6:00 PM and before 8:00 AM and shall be paid for all hours worked on such shift.

13.2 Night shift payments shall not be pyramided, compounded or paid at an overtime rate, but shall be based on the flat cents per hour as provided in Sections 13.1, 13.2 and 13.3.

13.3 An employee shall be paid a night shift differential only while the employee is actually working on such a shift or is on authorized vacation or sick leave with pay, provided that he/she is so assigned both immediately before and after such leave; provided, however, that such premium pay shall not continue for more than thirty (30) days while on paid sick leave.

ARTICLE 14
HOLIDAYS

14.1 All employees, except temporaries, school-term employees and those who work less than one-half time, shall be paid for the following named holidays and any other day proclaimed as a holiday by the Board of Mayor and Aldermen. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered the holiday.

New Year's Day
President's Day
Civil Rights Day*
Memorial Day
Veteran's Day
Christmas Day

Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Juneteenth

* Civil Rights Day shall be celebrated as a floating holiday, subject to the same scheduling provisions as found in section 15.2 of this Agreement.

14.2 All work performed on a holiday shall be paid at the rate of time and one-half over and above regular hours paid for the holiday, for all hours worked.

14.3 An employee shall be entitled to the holiday pay referred to in Section 14.1 if he/she works the day preceding and the day following the particular holiday, but not otherwise except for a substantial reason or emergency.

14.4 Paid Holidays occurring during the work week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours.

ARTICLE 15
ANNUAL VACATIONS

15.1 Effective, July 1, 2019, Permanent employees who have been in the continuous employ of the Department for six (6) months or more, will be allowed vacation in accordance with the following schedule:

- (a) Accrual rate for two (2) calendar weeks begins on date of hire. Employees servicing in an initial probationary period accrue vacation, but are not eligible to use vacation during the first six months of employment. Such probationary employees are not entitled to any vacation benefits if terminated during the initial probation period.
- (b) Accrual rate for three (3) calendar weeks begins after the completion of five (5) years of continuous service.
- (c) Accrual rate for four (4) calendar weeks begins after the completion of nine (9) years of continuous service.
- (d) Accrual rate for five (5) calendar weeks begins after the completion of fourteen (14) years of continuous service.
- (e) Accrual rate for six (6) calendar weeks begins after the completion of nineteen (19) years of continuous service.

15.2 Vacations shall be scheduled within the departments at the discretion of the Department Heads to provide the least disruption of departmental operations.

Selection of vacation periods shall be by department seniority and shall be granted insofar as possible at the times requested by the employee, in accordance with operating requirements; provided, however, that summer vacation shall not extend beyond two weeks until all eligible persons have had an opportunity to select a summer vacation. Furthermore, a department head may deny a vacation request of an employee if it will result in a disruption of the department or division operations.

15.3 No employee shall be permitted to accrue in excess of two (2) times his/her annual earned vacation.

15.4 Employees who are assigned to work a schedule which includes planned overtime on a regular schedule, such as Highway Department Dispatchers, shall be allowed to use accrued vacation to apply to the sixth work day, provided that such vacation is charged and paid at the straight time rate, and further provided the above shall not increase the rate of accrual or amount of accrued vacation time.

Nothing in the above paragraph shall limit management's right to change the work schedule to eliminate planned scheduled overtime for such employees.

ARTICLE 16
SICK LEAVE

16.1 Sick Leave shall be in accordance with NH Laws of 1943, Chapter 291, Section 1. Each permanent full-time employee shall earn sick leave with pay at the rate of 1 1/4 days of sick leave for each completed month of service. Sick leave shall not be taken in advance of earning same.

16.2 Employees who are initially employed in a temporary status and who are assigned to permanent status in the same Department, without a break in service, shall be allowed credit for the time served in the temporary status towards accrual of sick leave benefits.

16.3 The maximum sick leave accumulation will be increased to one hundred twenty (120) days. It is agreed and understood that there will be no retroactive payments of any kind as a result of this increase in maximum accumulation. Further, there will be no retroactive adjustments to the sick leave bank.

Employees will be eligible to begin to accumulate the increased sick leave.

Accrual shall include the six (6) month probationary period, but employees will not be allowed to use sick leave during the first six (6) months of employment.

16.4 Employees who are absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of their employment and for all authorized leaves of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate as though they were on duty, subject to the maximum limitation herein provided. Employees who are absent on authorized leaves of absence without pay for not over 10 work days in any 30 calendar day period shall continue to accrue sick leave at the regularly prescribed rate during such absences as though they were on duty, subject to the maximum limitation herein provided.

16.5 An employee eligible for sick leave with pay may use such sick leave for absences due to his/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 is approved, or for exposure to contagious disease. Upon approval of his/her department head, he/she may use sick leave for dental appointments, physical examinations or prescribed treatment by a physician. The Department Head shall require a doctor's certificate before approving sick leave with pay for a period or periods of absences of more than three (3) work days.

ARTICLE 16 - SICK LEAVE (continued)

Any employee who receives sick leave benefits and who subsequently receives payment through Worker's Compensation or through an insurance carrier for wages for the same days shall repay the City for the sick leave benefits.

16.6 Department Heads and the Union may require an employee to justify each day of absence for sick leave if the employee's absentee record indicates a patterned use of sick leave which is in excess of the average days used by employees of the department.

The City of Manchester and the Union agree that if an employee goes over the average sick leave he may be required to obtain a doctor's note in the current year or the following year.

The City of Manchester and the Union agree if an employee has had a doctor's note or if he/she has an exception "FMLA or ADA" said sick leave shall not count toward the average sick leave.

16.7 Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than fifteen (15) minutes.

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

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

All accrued sick leaves up to, but not to exceed eighty (80) work days shall be paid plus payment of one-quarter of the balance of the days accrued over eighty (80) but not more than one hundred twenty (120) days of accrued sick leave at their regular pay. Employees hired after July 4, 2004, shall be entitled to payment for up to sixty (60) days, plus one-quarter of the balance of their accrued sick leave up to one hundred twenty (120) days.

Employees shall also be entitled to the benefits under City Ordinance 33.081 (G), as it may be amended from time to time.

Employees hired after the ratification date of this Agreement shall be entitled to payment for accrued sick leave, under the conditions specified above; provided however, that payment shall not exceed sixty (60) days.

16.10 SICK LEAVE NON-ABUSE

Employees who use six (6) days of sick leave or less in the preceding calendar year will receive two (2) personal leave days, to be scheduled by the Departments.

Personal Leave days must be used during the calendar year they are credited and shall not accumulate and shall not be carried over year after year. Personal Leave days taken by employees who are assigned to work schedules which includes planned overtime on a regular schedule, such as Highway Department Dispatcher, shall be counted as days worked for overtime purposes.

16.11 CHANGING VACATION TO SICK LEAVE

Employees who are on paid vacation who are hospitalized for injury or illness may, at their option and provided they have sick leave credits accrued, have their vacation time changed to paid sick leave for the period of time they are actually hospitalized.

ARTICLE 17
SICK LEAVE BANK

17.1 A voluntary sick leave bank, to cover employees in the bargaining units covered under the Master Agreement and other contracts with Local 298, AFSCME, is hereby established. The operation of such sick leave bank shall be subject to the rules and guidelines set forth in this Article.

17.2 The purpose of the sick leave bank is to provide assistance 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 accrued sick leave and continues disabled for an additional fifteen (15) consecutive calendar days. For example, it is not established to provide relief for one or two days beyond the employee's accrued sick leave.

17.3 ADMINISTRATION

The Sick Leave Bank shall be administered by a five-member Administrative Committee.

Three (3) members of the Committee shall be appointed by the Union from employees in the bargaining units who are enrolled in the Sick Leave Bank, provided that no more than one member shall be appointed from the same bargaining unit at any one time.

Two (2) members in the Committee shall be appointed by the Mayor from the Management of the Departments wherein the bargaining units are located, with no more than one member from a department serving at any time.

The first Committee members shall be appointed in the following manner:

One member appointed by the Union for a one (1) year term; one member appointed for a two (2) year term and one member appointed for a three (3) year term. Subsequent appointments shall be for three (3) year terms. Vacancies, when they occur, shall be filled by appointment in the same manner as the original appointments.

One original appointee of the Mayor shall be for a one- year term and one appointee shall be for a three (3) year term and subsequent appointments shall be for a three (3) year term.

17.4 MEETINGS

The Committee shall meet at least once each month or more often as deemed necessary by the Chairman. Three (3) members, including at least one (1) Administrative member, shall constitute a quorum. 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 twelve (12) months period shall be automatically terminated from the Committee and their terms declared vacant.

17.5 MEMBERSHIP

Effective in 1987:

17.5 (A) All the days that are now in the Sick Leave Bank will remain in the Bank as is. These days are to be used up first in accordance with the current contract.

17.5 (B) Once this contract has been ratified, each member of the Bargaining Unit will give one (1) day of his/her day's pay on January 1st of each year.

17.5 (C) Above-mentioned money will be deposited into a bank in Manchester in January of each year.

17.5 (D) It will be the duty of the Finance Officer to see that the above-mentioned money is deposited into the bank in January of each year.

17.5 (E) The deposit will be to the bank service which offers the best interest rate.

17.5 (F) When withdrawals are necessary, the Finance Officer and one dues-paying member of the Sick Leave Bank will be present, and the signature of each will be required.

17.5 (G) Application for membership shall be made on a form provided by the Committee.

Membership by all employees will be subject to the following restrictions:

- (1) Probationary employees who are serving an initial probation

period are not eligible for membership.

(2) Full-time employees, except those with less than one year of service, shall have not less than fifteen (15) days of accrued sick leave as of the date of their application for membership. An employee whose sick leave balance falls below fifteen (15) days of accrual due to a recent illness or injury may be admitted at the discretion of the Committee.

Employees whose sick leave falls below fifteen (15) days after they are admitted to the Sick Leave Bank, where the usage of sick leave was not the result of an 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.

(1) 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.

(2) Full-time employees having less than 30% of their accumulated sick leave days' limit as of the date of their application shall be limited category members if accepted by the Administrative Committee.

17.6 BENEFITS

Effective January 1, 1990 a member in good standing shall become eligible to request extended sick leave benefits from the Bank for an incapacitating illness or non-service connected injury, provided he has exhausted all his accrued sick leave and his Incapacitation extends at least eight (8) consecutive calendar days beyond the exhaustion of his sick leave accrual.

Effective January 1, 1991, the waiting period shall be reduced to five (5) consecutive calendar days. Upon presentation of a satisfactory medical evidence of illness or injury to the Administrative Committee, the Committee may approve up to thirty (30) work days of 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 accrued sick leave credits. Should the member still be incapacitated after this time from the same illness or injury he/she may present his/her case for review and be granted additional benefit days, but such additional days may be restricted in number according to the number of benefit days in the Bank at the time. Additional days of benefits shall not exceed thirty (30) work days for each period of incapacitation; provided however, exceptions

may be made in cases of long term illness or injury at the discretion of the Committee.

An employee who is receiving Sick Leave credits from the Sick Leave Bank and who subsequently receives payment through Workmen's Compensation or through an insurance carrier for wages for the same days shall repay the City for such benefits.

Employees shall not be granted any time from the Bank until said employee has reached the 30% requirement as stated above.

17.7 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. Employees shall automatically continue in the Sick Leave Bank for each calendar year thereafter unless the employee shall withdraw 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 1,500 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.

17.8 ADMINISTRATIVE OVERSIGHT

In the event there is a question concerning a recipient's eligibility to receive benefits from the Bank, the City may require of the Administrative Committee and the employee proof of each eligibility as well as a physician's certified report of the disabling illness or injury of the recipient. A copy of the minutes of each meeting shall be provided to the President of Local 298 and the City Personnel Director.

The President of Local 298 or the Personnel Director may request a meeting with the Administrative Committee to discuss any action which has been taken by the Committee and such meeting shall be scheduled as soon as possible after such request.

17.9 AMENDMENTS

This Article or any section thereof, may not be amended except through the collective bargaining process or mutual written agreement of the Union and the City representative concerned in that process.

17.10 EFFECTIVE DATES

The provisions of this Article shall be effective from January 1, 1986 through December 31, 1988, inclusive, and shall terminate December 31, 1988 unless mutually agreed to continue beyond that date. Such continuation must be agreed to in writing by the parties to this agreement.

ARTICLE 18
LEAVE OF ABSENCE

18.1 The City agrees to allow Union representatives, stewards of Local 298 and/or aggrieved employees reasonable time, without loss of pay, during regular working hours for the purpose of investigating and processing grievances, provided such time away from work does not interfere with the work of the departments involved. Such time shall not be withheld unreasonably. The Union representatives shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate superior involved before interrupting the work of an employee located at a different work site.

18.2 Time lost by representatives of the Union on grievance settlements or negotiations shall be paid for by the City as provided in RSA 273-A 11.

18.3 When an employee is elected President of Local #298 and has to do work which takes him/her away from his/her regular employment with the City, he/she shall, at the written request of the Union, be granted a leave of absence without pay, not to exceed three (3) years, and with no loss of seniority, provided satisfactory arrangements can be made for a substitute during such leave of absence.

18.4 Employees elected as delegates to either the AFSCME International Convention, NH Public Employees Convention, Council #93 or the NH State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed a total of ten (10) working days per year.

18.5 The President, Vice-President and Chief Steward shall be permitted not more than ten (10), collective hours total per month to attend to their duties as represented by Local 298, without loss of pay. This time shall be in addition to any other time granted in this article.

18.6 Up to six (6) designated members of the Union's negotiations committee will be eligible to take up to three (3) hours each of paid time for the purpose of negotiations preparation in years when the contract is being negotiated. Any such time must be approved by immediate supervisor.

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

ARTICLE 19
BEREAVEMENT LEAVE

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

Spouse	Sister
Father	Brother
Mother	Child
Grandchild	Son in aw
Father-in-law	Mother-in-law
Paternal or Maternal Grandmother (excluding step grandparent)	Daughter-in-law
Paternal or Maternal Grandfather (excluding step grandparent)	
A blood relative or ward residing in the same household	

19.2 Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:

Sister-in-law	Uncle
Brother-in-law	Aunt

19.3 Under extenuating circumstances, two (2) additional days with pay may be granted Under Sections 19.1 and 19.2 with written approval of the Department head; such days to be charged to the employee's accrued sick leave.

19.4 Under no circumstances shall bereavement leave be paid on an overtime basis; however, bereavement leave time shall be counted as hours worked for overtime computation purposes.

ARTICLE 20
MATERNITY LEAVE

20.1 Upon application of the employee on forms to be provided by the City, a maternity leave of absence without pay shall be granted to permanent, full-time female employees who have been employed at least one (1) year before said application, said leave to commence at the time recommended by the employee's attending physician and to extend for a period not to exceed six (6) months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence she shall be deemed to have voluntarily terminated her employment, unless she has been certified by her physician as being physically unable to perform her duties.

20.2 An employee shall be entitled to draw her accumulated sick leave benefits with pay for a period not to exceed sixty (60) work days from the date of confinement or the birth of the child, during which time the employee is certified as being unable to perform her regular duties, as certified to by an affidavit of the attending physician every thirty (30) days. Requests for such sick leave benefits must be submitted in writing to the Department head no later than thirty (30) days after the date of confinement in order to be eligible for sick leave benefits.

20.3 Extensions of the thirty (30) day paid sick leave benefits may be made by the Department head if circumstances so warrant.

20.4 An employee shall not forfeit seniority or other benefits during this leave of absence.

ARTICLE 21
MILITARY SERVICE

21.1 Shall be governed by existing law.

ARTICLE 22
JURY DUTY

22.1 An employee called as a juror will receive their normal day's pay. The employee will sign over the check they received from jury duty and make payable to the City of Manchester. If the check includes mileage reimbursement, the employee will cash the check and write a personal check payable to the City of Manchester including only the actual jury duty portion, without the mileage reimbursement.

22.2 Employees who are called to jury duty and are excused from the jury duty for a day or days shall report to their regular work assignments as soon as possible after being excused.

ARTICLE 23
EDUCATION INCENTIVE REIMBURSEMENT

23.1 The following education reimbursement policy will apply to members of the Bargaining Units covered by this policy.

23.2 The city agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards. Payment of seventy-five percent (75%) of the cost of such courses, but not to exceed \$1,000.00 per employee in a fiscal year

23.3 Courses must be approved in advance by the Department head concerned as meeting the requirement that the course is related to the employee's job or is part of a career development program. Approval must be obtained through the Human Resources Department for payment of the course in accordance with established procedure.

23.4 Once a course has been approved as meeting the requirement an advance will be made to the employee of one-half (1/2) of the authorized seventy-five percent (75%) of the cost of the course tuition and books. The remainder of the course reimbursement will be paid to the employee upon presentation of a certificate of satisfactory completion of the course.

23.5 Approval for courses will be considered on the basis of relevancy of the course, number of employees applying and funds available.

23.6 If a course is paid for in whole or in part through a Federal or State program then the City will not reimburse for such amount, it being the intent of this section to eliminate double payment for any course.

ARTICLE 24
LIFE INSURANCE

24.1 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 \$50,000.00 to the named beneficiary or estate of any member of the Bargaining Unit who dies from any cause while employed by the City or within sixty (60) calendar days after resignation for health reasons.

24.2 The City reserves the right to contract with a qualified insurance carrier of its choosing to provide the above amounts of benefits.

ARTICLE 25

HOSPITAL/MEDICAL INSURANCE

25.1 Effective July 1, 2021, the City will offer three health insurance plans. The HDHP coupled with an 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 Appendix C. Effective July 1, 2022 refer to Statement of Benefits attached.

25.2 Bargaining unit member hired before ratification (2021), may select either the HDHP coupled with an HSA or the Access Blue New England Site of Service HMO 250.

25.3 Bargaining unit members hired on or after ratification (2021), shall be limited to the HDHP coupled with an HSA or, if they do not qualify for the HDHP, the Access Blue New England HMO 1250 Plan. Unless otherwise agreed, such bargaining unit members 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.

25.4 For unit members hired prior to May 1, 2012, the City will pay eighty-three percent (83%) of the eligible premiums.

25.5 For unit members hired on or after May 1, 2012, the City will pay eighty percent (80%) of the eligible premiums.

25.6 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. Notwithstanding the City's practice of paying this stipend in two increments, employees in the first year of employment may request their entire stipend at one time in the event of catastrophic illness or injury and payment arrangements with the health provider are not available.

25.7 To a bargaining unit member who elects not to receive coverage under any City health insurance plan the City shall pay \$4,000.00 annually in lieu of health insurance coverage. The City shall make said payment in two equal payments of \$2,000.00 in a separate check if feasible. 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.

25.8 It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers after consultation with the union provided that the benefits are not decreased and the costs to bargaining unit members do not increase above those percentages set forth in paragraph 25.4 and 25.5.

25.9 Effective February 1, 2000 or sooner if practical, the City shall provide all bargaining unit members a Northeast Delta Dental plan equivalent to other City employees having such a benefit with a yearly maximum of \$1,500.00. The City shall pay eighty-five (85.0%) percent of each monthly premium for the entire year for the coverage selected by each employee. The City agrees to provide coverage under Delta Dental Insurance Plan Coverage A, B, and C as set forth in Appendix D attached hereto and made part of this Agreement. The City shall pay an amount not to exceed eighty-five percent (85.0%).

25.10 Effective July 1, 2023, the Access Blue New England Site of Service HMO 100 shall be eliminated and will no longer be offered to any members.

ARTICLE 26 **UNIFORMS**

26.1 Effective upon the date of ratification of this Agreement the City agrees to provide work uniforms through a laundry cleaning agency of the City's choosing. Such uniforms shall be provided to Highway, Cemeteries and Parks and Recreation employees who are permanently assigned to the equipment mechanic operations and such uniforms shall be provided to the painting operations of the Traffic Department. Such uniforms shall not exceed five (5) changes per week. Such uniforms shall be determined by the management of the departments concerned. Summer and winter uniforms may be provided the above employees, provided there is no increase in cost to the City for such seasonal uniforms.

26.2 One set of coveralls shall be supplied to heavy equipment operators who service the assigned equipment. The employees will be responsible for cleaning and repairing the coveralls. Coveralls will be replaced as needed, as determined by Management, under procedures to be established by Management.

26.3 Employees will be required to wear apparel provided by the Highway Division during working hours. The Highway and Parks divisions will be provided five (5) shirts and two (2) sweatshirts annually for this purpose. Employees will be responsible for washing the apparel. The Department of Public Works may provide, at its discretion, jackets to be worn as well, budget dependent.

ARTICLE 27

TRAVEL ALLOWANCE

27.1 Effective date of ratification of this Agreement, employees who are required to use their personal vehicles for authorized City business will be reimbursed at the current I.R.S. mileage rate.

27.2 In the event the Department provides a City vehicle for an employee to conduct daily work activities the monthly travel allowance will be discontinued.

27.3 If an employee is absent for 30 calendar days or longer the monthly travel allowance will not be paid for that period.

ARTICLE 28
SAFETY

28.1 The Departments shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Departments and the Union may meet once in ninety (90) days at the request of either party, to discuss such regulations. The Union agrees that its members who are employees of the Departments will comply with the Departments' rules and regulations relating to safety, economy, and efficiency of services to the Departments and the Public.

28.2 The Union and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them during their working hours. Where safe storage space is provided by the Department employees shall be responsible for replacing articles issued to them if the same type of article has been lost twice in the same twelve-month period. In such cases the employee shall replace the second lost article.

28.3 The City agrees to furnish raincoats and rubber boots for all employees for whom such issue is necessary. The employees agree to exercise due care in the use of such items. All replacements of previous issue shall be made only when an article is turned in or exchanged for the one issued.

28.4 The City shall furnish gloves, special clothing, safety vests and safety helmets as needed for the health and safety of its employees. The City reserves the right to prohibit the use of shorts, sweatpants, sleeveless tee shirts and miscellaneous footwear at the workplace under circumstances where wearing such articles of clothing would create a risk of injury to the employee or to others.

28.5 In cases of disinterment, necessary protective shots will be given by proper medical officers at the expense of the City.

28.6 All bargaining unit members who do not hold CDL licenses shall be subject to the same drug and alcohol testing as CDL employees. Results related to these tests shall be compiled and recorded separately from CDL records required by federal regulations.

ARTICLE 29
BULLETIN BOARDS

29.1 The Departments shall provide space for bulletin boards for the posting of notices of the department addressed to the employees and notices of the Union addressed to the members. The Departments shall locate its bulletin boards at convenient places within the Department. No Union notice shall be posted in or around the Department's property except on such boards and no notice shall be posted until it has been signed either by the President or Secretary of the Union with the approval of the Department head or his/her designated representative.

ARTICLE 30
DISCIPLINARY PROCEDURES

30.1 All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.

30.2 (A) All suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee(s) and the Union within five (5) work days from the date of suspension or discharge.

(B) If the Department does not follow Section 30.2 (A) above in the case of a suspension then it shall be deemed that the suspension is without merit. When Section 30.2 (A) above is not followed in the case of a discharge said discharge shall be changed to a two (2) week suspension which shall be grievable.

30.3 Disciplinary actions will normally be taken in the following order:

- (A) Verbal warning – (written Confirmation)
- (B) Written warning
- (C) Suspension without pay
- (D) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit an immediate written warning/suspension or discharge.

30.4 No employee shall be penalized, disciplined, suspended or discharged without just cause.

30.5 Employees who are absent from work for more than five (5) working days and who have not been granted a leave of absence during that period/ or who do not present justifiable evidence showing they were unable to report, shall be deemed to have quit.

30.6 The Personnel record of an employee will be cleared of written reprimands after a period of eighteen (18) months from the date of the reprimand/ provided there are no similar infractions committed during the intervening period.

30.7 The personnel record of an employee will be cleared of suspension notices after a period of four (4) years from the date of suspension, provided there are no similar infractions committed during the intervening period.

ARTICLE 31

GRIEVANCE PROCEDURE

31.1 A grievance is defined as a claim or dispute arising out of the application or interpretation of this agreement, under express provisions of this agreement, and shall be processed in the following manner:

31.2 STEP 1

An employee having a grievance must discuss the grievance with the employee's immediate supervisor or the supervisor responsible for the matter being grieved within twelve (12) working days from the date of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. Such grievance shall be discussed between the employee, a Union representative (if requested) and the supervisor.

The supervisor shall give his/her answer within two (2) working days from the date he/she receives notice of the grievance.

31.3 STEP 2

If the grievant or the Union disagrees with the decision of the supervisor and desires to proceed with the grievance then such grievance must be submitted in writing, listing the article and section violated, the specific grievance and the remedy desired to the employee's department or division head within five (5) work days from the date the decision of the supervisor was rendered. The Department or Division head shall render his/her decision within three (3) work days from the date he/she receives the grievance.

31.4 If the Department or Division Head is the immediate supervisor of the employee involved in the grievance then the grievance shall be filed directly with the Board, omitting Step 1 and 2 as contained in Sections 31.2 and 31.3 above.

31.5 (1) If the Union is not satisfied with the disposition of the grievance by the Department or Division Head or no decision has been rendered, the Union must file a request for a pre-arbitration meeting within ten (10) work days after the grievance was filed with the Department Head or the grievance will be null and void. Representatives of the Department involved and the Union will meet with the Chief Negotiator/Contract Administrator or HR Director or Designee within ten (10) working days after the Union makes such request for said meeting, the purpose of which is to determine if the grievance can be settled without arbitration. A representative of the Human Resources Department and/or the City Solicitor's Office shall attend only as necessary,

ARTICLE 31 GRIEVANCE PROCEDURE (continued)

(2) If no settlement is reached as a result of the meeting as stated in 31.5 (1) above, the Union may submit in writing a request to a mutually agreed upon neutral arbitration agency or to the New Hampshire Public Employee Labor Relations Board of by mutual agreement to appoint an arbitrator to resolve said grievance, such action to be filed within ten (10) working days after the meeting under 31.5 (1) has occurred or a decision has been reached, but not later than five (5) working days after the meeting.

If the Union fails to submit such written request for the appointment of an arbitrator within said ten (10) working days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

31.6 A grievance by a Department Head against the Union shall be presented in writing to the Union President, and shall be discussed at a meeting to be held within five (5) working days after the grievance is presented, said meeting to take place during the normal working hours.

If a satisfactory agreement is not reached at the meeting as stated above, then the Department Head may proceed within ten (10) working days of said meeting to present the grievance to arbitration in accordance with Section 31.6 of this grievance procedure.

31.7 The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement.

31.8 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

31.9 The expenses of the arbitrator shall be borne by the losing party. The arbitrator shall be required to declare the losing party. Each party shall make arrangements for and pay the expenses of witnesses who are not City employees who are called by them.

31.10 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 Union, provided the adjustment is not inconsistent with the terms of this agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

ARTICLE 31 - GRIEVANCE PROCEDURE (continued)

31.11 If said grievance is not reported and/or processed within the time limits set forth in Sections 31.2, 31.3, 31.5 and 31.6 the matter shall be dismissed and no further action shall be taken with respect to such grievance.

31.12 The above times may be extended or by-passed by mutual written agreement of the parties.

In the event that management does not render an answer in accordance with the above-mentioned timelines the grievance shall be deemed denied and the grievant may process said grievance to the next step in the process.

31.13 All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred, at the discretion of the arbitrator.

31.14 **ARBITRATION APPEALS** Within thirty calendar days of receiving the decision of the arbitrator either party may appeal said decision to Superior Court Pursuant to NH RSA 542.

ARTICLE 32
MANAGEMENT'S RIGHTS

32.1 The direction of Department operations and the determination of the methods and the means by which such operations are to be conducted shall be the function of Management, including but not limited to, methods used to communicate with employees during snow plowing operations, call backs, or as otherwise required for the purposes of conveying information relative to departmental operations or pay and benefits except those issues subject to collective bargaining (direct dealing). All rights and responsibilities not specifically modified by this agreement shall remain the function of Management in accordance with the provisions of RSA 273:1: XII.

32.2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed as a result of Management's exercising the above mentioned rights, whenever such grievances exist.

ARTICLE 33
STRIKES PROHIBITED

33.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operations of the Departments or the City of Manchester during the term of this agreement.

ARTICLE 34
CONTRACTING AND SUBCONTRACTING OUT

34.1 The City recognizes the concern of the Union in regard to contracting or subcontracting work which results in a reduction of the work force.

34.2 If the City or a Department of the City covered by this agreement changes its method of operations which involves contracting out work which is now being performed by bargaining unit employees, the City and/or Department will give notice to the Union of its intention. Furthermore, the City will make every effort to absorb affected employees into other City positions. In those cases, where employees are not absorbed into other City positions, the City and/or Department will provide as much advance notice of pending lay-offs as reasonably possible.

ARTICLE 35
STABILITY OF AGREEMENT

35.1 Should any article, section or portion thereof, of this Agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof, specified in the decision. The parties to this agreement to meet to negotiate only on the specific article or section, or portion thereof, which has been declared invalid or unenforceable, but neither party is required to make concession in order to reach agreement on the specific article or section in question.

ARTICLE 36
TRAINING

36.1 When any department determines there is a need for a formal training program to train employees for skilled jobs within the department then such training program will be posted on the departmental bulletin boards for five work days.

36.2 Employees shall submit their names to the department for consideration for the training program. Those who post for the training program must possess valid licenses and/or certificates required for the job.

- 36.3** (a) Whenever possible, training opportunities will be posted twice a year, spring and fall.
- (b) Employees relevant disciplinary history, attendance, overtime and safety records will be considered when selecting trainees
- (c) Subject to (b), above, employees will be limited to two (2)-training opportunities per calendar year, by Department seniority. Disputes over access to training shall be submitted to the Labor/Management Committee for final determination.
- (d) Training will be done by an incumbent in the classification, who shall be selected and/or designated by the department.
- (e) Incumbents who refuse to train employees will be subject to discipline as recommended by the affected division superintendent and/or Chief or Assistant Chief of Operations.
- (f) An employee who successfully completes training is required to fill the position as necessary, in compliance with the plus rate provisions of this Agreement.
- (g) If the employee is trained and he/she refuses to accept the full time position, he/she will be disqualified from further training for two (2) years, at the discretion of management.
- (h) If an employee trains for two (2) positions and accepts the full-time position for one (1) of them, he/she will not be disqualified from further training under (g), above.
- (i) In order to be eligible for training opportunities, employees must possess the prerequisite knowledge and/or skills for the training (e.g. must be proficient in the operation of a loader before being eligible for training to operate a backhoe).

36.4 The duration and personnel assigned to training will be determined by management, with recommendations from the labor/management advisory committee.

36.5 Employees who are selected for training programs may be removed from the programs before the completion of the program if they are unable to satisfactorily complete the program, other than due to illness or injury.

36.6 Employees who satisfactorily complete training programs will be awarded Certificates of Completion.

36.7 A joint Labor/Management Advisory Committee shall be appointed which will be responsible for formulating the training program policies and procedures. The Labor/Management Advisory Committee will be composed of three representatives from Labor, to be appointed by the President of Local 298, and three representatives from Management, to be appointed by the Public Works Director, plus one member from outside the Department who shall be mutually agreed to by the members of the Committee and who shall be chairman of the Committee.

36.8 The Labor/Management Advisory Committee shall submit its report on the training program within four months following the date of their appointment. The training program shall be implemented within the available resources of the Highway Department.

If resources are less than required, then both Labor and Management will work to obtain the required resources.

ARTICLE 37
MISCELLANEOUS

37.1 The City agrees to provide for a payroll deduction slot for an insurance program, subject to approval by the City Finance Department.

37.2 **FMLA POLICY**

The Union agrees to accept the City's Family and Medical Leave Act (FMLA) Policy, subject to its review by the Union's attorney, with the understanding that the policy will not be changed except by mutual agreement.

37.3 **CDL LICENSES**

The City will pay for commercial driver's licenses and any endorsements for employees who are required by the Department to have them.

ARTICLE 38
AFFILIATION

In the event the City of Manchester institutes a new Department of Fleet Maintenance, the current DPW mechanics shall be transferred without loss of seniority and any other conditions of work/employment under the Manchester Master Contract 298, AFSCME Council 93 and successor agreements.

ARTICLE 39
DURATION AND TERMINATION

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

[NOTE: Pursuant to RSA 273-A:3, II(a), if either party desires to bargain a successor agreement, it must give written notice to the other party no later than December 1, 2024 or the anniversary date thereof, such date being one hundred twenty (120) days prior to the budget submission date.]

[**Note:** Generally, conform contract by removing erroneous, outdated or irrelevant language and reformat as warranted.]

For AFSCME, Local 298

Dennis Bourgeois
Signature

DENNIS BOURGEOIS
Print

Richard Molass
Signature

Richard Molass
Print

Date: July 29, 2022

City Negotiating Team

Sharon Wickens
Signature

SHARON WICKENS
Print

Signature

Print

Date: 9/6/22

Appendix A

City of Manchester EMPLOYEE PERFORMANCE APPRAISAL

Employee: _____ Position Title: _____

Department: _____ Reviewer: _____ Review Period: _____

Reason for Evaluation: Probationary Merit Annual Promotion

INSTRUCTIONS: COMMENT ON EMPLOYEE'S WORK PERFORMANCE AS IT PERTAINS TO THE CURRENT JOB REQUIREMENTS. PROVIDE COMMENTS THAT BEST DESCRIBE THE EMPLOYEE'S PERFORMANCE DURING THE REVIEW PERIOD.

ATTENDANCE: *The degree to which the employee is punctual, observes prescribed work break/meal periods and has an acceptable overall attendance record:*

INTERPERSONAL RELATIONSHIPS: *Willingness and ability to communicate, cooperate and work with co-workers, supervisors and customers:*

COMMUNICATION: *Accuracy and clarity of written and/or verbal information; presentation effectiveness, writing and editing abilities; listening effectiveness; comprehension:*

ADHERENCE TO POLICY: *Employee's observance of rules, procedures and regulations:*

DEPENDABILITY: *Follows through on assignments; shifts priorities when necessary.*

INDEPENDENCE: *The degree of work accomplished with little or no supervision:*

INITIATIVE: *The degree to which the employee searches out tasks and expands abilities if workload and position allows for such opportunities:*

KNOWLEDGE OF JOB: *Understands and demonstrates practical/technical knowledge and skills necessary for efficient completion of tasks:*

QUALITY: *Accuracy, detail, timeliness and acceptability of work that is accomplished:*

APPEARANCE: *Appropriateness of the employee's appearance during work hours:*

OTHER COMMENTS, OBSERVATIONS AND RECOMMENDATIONS:

EMPLOYEE COMMENTS:

STEP INCREASE: *RECOMMENDED* *NOT RECOMMENDED*

Evaluator Signature - Date

Employee Signature - Date

Department Head Signature - Date

Appendix B

HIGHWAY DEPARTMENT "A" Step Skill Requirements

Examples of Skills

(Department pre-approval required)

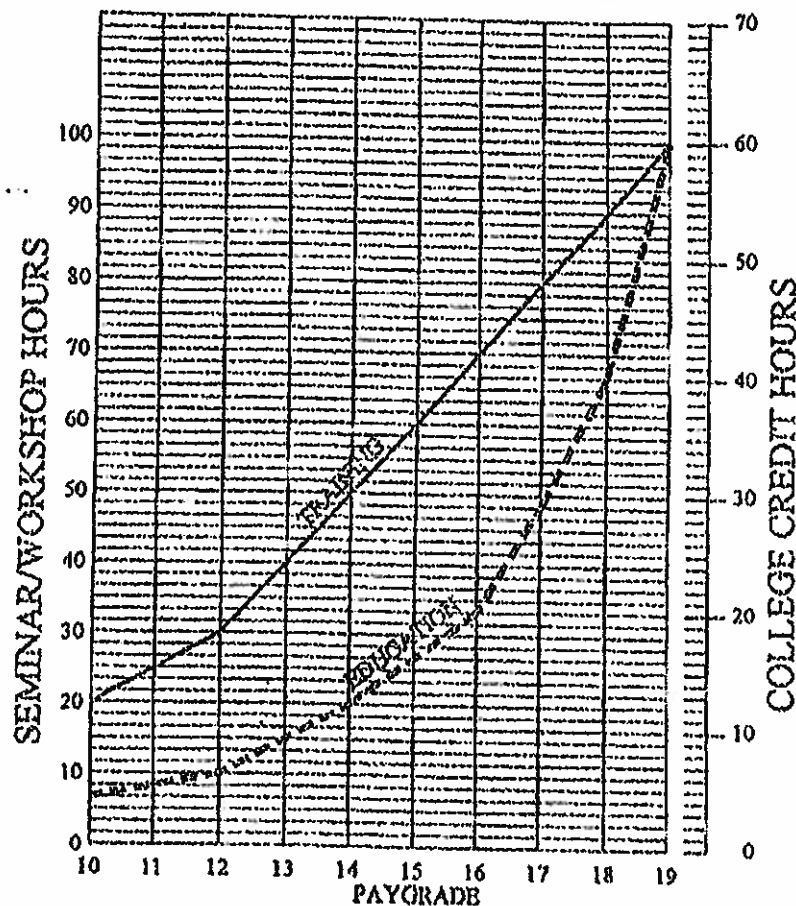
- Commercial Driver's License
- Tractor Tractor License
- CPR Certification
- Defensive Driving (8 Hrs.)
- First Aid Certification
- Haz-Mat Certification
- Equipment Certification
- Work Zone Safety Training
- OSHA Certification
- ASE Certification
- Others as approved

Pay Grade Requirement Points

10 - 11	=	1	} Obtained & Maintained
12 - 13	=	2	
14 - 15	=	3	
16 - 17	=	4	
18 - 19	=	5	

Note: Based on a determination by the Director,
some skills may be worth more than one
point.

EDUCATIONAL & TRAINING A-STEP REQUIREMENTS



ADDITIONAL EDUCATION
 (Only requirement for A-step)

ADDITIONAL TRAINING
 (To be combined with additional skills for A-step)

Note:

- 1.) Education only or training along with skills is required for an A-step.
- 2.) An A-step for education for paygrades 8 through 12 will require a course in Customer Service/Public Relations
- 3.) Training (relevant to the position) as of January 1st, 1998 could be utilized toward an A-step.
- 4.) College credits (relevant to the position) which are currently recognized by the educational facility are acceptable toward an A-step.

Your summary of benefits



Appendix C

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	\$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 the cost shares of all family members apply to one shared family deductible and one shared family out-of-pocket maximum. The individual deductible and individual out-of-pocket maximum only apply to individuals enrolled under single coverage.		
Preventive Care / Screening / Immunization	No charge	30% coinsurance after deductible is met
<u>Doctor Home and Office Services</u>		
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
<u>Other Practitioner Visits:</u>		
Retail Health Clinic	0% coinsurance after deductible is met	30% coinsurance after deductible is met
On-line Visit <i>Includes Mental Health and Substance Abuse</i> <i>(www.livehealthonline.com)</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Manipulation Therapy <i>Coverage is limited to 20 visits per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Acupuncture <i>Coverage is limited to 20 visits per benefit period.</i>	Not covered	Not covered

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<u>Other Services In an Office:</u>		
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 - <i>Dispensed in the office</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<u>Diagnostic Services</u>		
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:		
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
<u>Emergency and Urgent Care</u>		
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
<u>Emergency Room Facility Services</u>	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
<u>Outpatient Mental/Behavioral Health and Substance Abuse</u>		
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
<u>Outpatient Surgery</u>		
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	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services:		
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
<u>Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):</u> Facility fees (for example, room & board) <i>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.</i> Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met
<u>Recovery & Rehabilitation</u>		
Home Health Care <i>Limit is combined with Private Duty Nursing and it is 100 days per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Rehabilitation services:		
Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Cardiac rehabilitation		
Office <i>Coverage is unlimited per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Hospital <i>Coverage is unlimited per benefit period.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Skilled Nursing Care (facility) <i>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.</i>	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 <i>Unlimited</i>	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 <i>(Per member every 2 years)</i>	\$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 <i>This product has NO 90-day Retail Pharmacy Network available. A 90-day supply is not available at most pharmacies.</i> <i>No coverage for non-formulary drugs.</i>		
Tier 1 - Typically Generic <i>30 day supply (retail pharmacy). 90 day supply (home delivery).</i>	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 <i>30 day supply (retail pharmacy). 90 day supply (home delivery).</i>	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 <i>30 day supply (retail pharmacy). 90 day supply (home delivery).</i>	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), 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 المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (833) 772-4122.

Armenian (հայերեն): 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:

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Language Access Services:

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Navajo (Diné): Dii naaltsoos bika'igii lahgo bina'idilkidgo na bohónéedzā dóó bee ahóót'i' t'áá ni nizaad k'ehj bee nil hodoonih t'áadoo bááh ilínigóó. Ata' halne'igii la' bich'i' hadeesdzih nínizingo koí' hodiilnih (833) 772-4122.

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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 <http://www.hhs.gov/ocr/office/file/index.html>.

HMO Site of Service \$100 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 Provider, however you must receive covered services in the Access Blue Network.	
Preventive Care <ul style="list-style-type: none"> Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears Routine physical exam for babies, children and adults including family planning visits Routine hearing exam Routine vision exam <i>(one exam per member per calendar year)</i> 	Covered in full
Other Outpatient Care <ul style="list-style-type: none"> Medical exam, injections (including allergy injections), office surgery and anesthesia Early Childhood Intervention therapy services for children up to age 3 	\$20 per visit to your PCP \$20 per visit to any Specialist
<ul style="list-style-type: none"> Diagnostic lab services at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities 	Covered in full
<ul style="list-style-type: none"> High Cost diagnostic imaging such as MRI/CT Scans at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Outpatient surgery at Ambulatory Surgical Center at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Short term rehabilitative therapy- <i>physical, occupational, or speech</i>) at SOS facilities <i>(up to 60 visits, any combination, per member, per plan year)</i> 	Covered in full
<ul style="list-style-type: none"> Surgery at non-SOS facilities or a hospital outpatient department 	\$250 copay
<ul style="list-style-type: none"> High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals 	\$250 copay
<ul style="list-style-type: none"> Diagnostic lab services at non-SOS facilities or hospitals 	\$50 copay
<ul style="list-style-type: none"> Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facilities or hospitals 	\$125 copay
<ul style="list-style-type: none"> Short term rehabilitative therapy- <i>physical, occupational, or speech</i>) at non-SOS facilities or hospitals 	\$20 copay
Inpatient Care (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> Semi-private room and board Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy 	\$100 per member / \$200 per family per plan year deductible
Skilled Nursing Facility and Rehabilitation Facility Care <i>(limited to 100 combined days in a skilled nursing facility or rehabilitation facility per member, per calendar year)</i>	\$100 per member / \$200 per family per plan year deductible

Durable Medical Equipment (DME) <i>Unlimited</i> \$200 deductible for external prosthetics	Covered in full
Other Services <ul style="list-style-type: none"> OB/GYN care (<i>performed by an OB/GYN provider</i>) <ul style="list-style-type: none"> Exam Maternity care (routine prenatal, delivery and postpartum) Chiropractic visit (<i>20 visits per member per plan year</i>) 	\$20 per visit \$100 Deductible \$20 per visit
Emergency Room or Urgent Care Center Visit <ul style="list-style-type: none"> ER facility charge (<i>copayment waived if admitted</i>) Urgent Care facility charge ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc. 	\$300 per visit \$75 per visit Covered in full Covered in full
Ambulance (<i>medically necessary emergency transport only</i>)	Covered in full
Service Received	Your Share of the Cost
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 <ul style="list-style-type: none"> Outpatient services <ul style="list-style-type: none"> Visit/consultation 	\$20 copayment per visit
<ul style="list-style-type: none"> Inpatient services <ul style="list-style-type: none"> Semi-private room & board Physician visit 	\$100 per member / \$200 per family per plan year deductible
Maximum for Services Subject to \$100 Deductible	
Individual Family	\$100 per member per plan year \$200 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

Other

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

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 Provider, however you must receive covered services in the Access Blue Network.	
Preventive Care <ul style="list-style-type: none"> Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears Routine physical exam for babies, children and adults including family planning visits Routine hearing exam Routine vision exam <i>(one exam per member per calendar year)</i> 	Covered in full
Other Outpatient Care <ul style="list-style-type: none"> Medical exam, injections (including allergy injections), office surgery and anesthesia Early Childhood Intervention therapy services for children up to age 3 	\$20 per visit to your PCP \$20 per visit to any Specialist
<ul style="list-style-type: none"> Diagnostic lab services at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities 	Covered in full
<ul style="list-style-type: none"> High Cost diagnostic imaging such as MRI/CT Scans at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Outpatient surgery at Ambulatory Surgical Center at SOS facilities 	Covered in full
<ul style="list-style-type: none"> Short term rehabilitative therapy- <i>physical, occupational, or speech</i>) at SOS facilities <i>(up to 60 visits, any combination, per member, per plan year)</i> 	Covered in full
<ul style="list-style-type: none"> Surgery at non-SOS facilities or a hospital outpatient department 	\$250 copay
<ul style="list-style-type: none"> High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals 	\$250 copay
<ul style="list-style-type: none"> Diagnostic lab services at non-SOS facilities or hospitals 	\$50 copay
<ul style="list-style-type: none"> Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facilities or hospitals 	\$125 copay
<ul style="list-style-type: none"> Short term rehabilitative therapy- <i>physical, occupational, or speech</i>) at non-SOS facilities or hospitals 	\$20 copay
Inpatient Care (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> Semi-private room and board Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy 	\$250 per member / \$500 per family per plan year deductible
Skilled Nursing Facility and Rehabilitation Facility Care <i>(limited to 100 combined days in a skilled nursing facility or rehabilitation facility per member, per calendar year)</i>	\$250 per member / \$500 per family per plan year deductible

Durable Medical Equipment (DME) <i>Unlimited</i> \$200 deductible for external prosthetics	Covered in full
Other Services <ul style="list-style-type: none"> OB/GYN care (<i>performed by an OB/GYN provider</i>) <ul style="list-style-type: none"> Exam Maternity care (routine prenatal, delivery and postpartum) Chiropractic visit (<i>20 visits per member per plan year</i>) 	\$20 per visit \$250 Deductible \$20 per visit
Emergency Room or Urgent Care Center Visit <ul style="list-style-type: none"> ER facility charge (<i>copayment waived if admitted</i>) Urgent Care facility charge ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc. 	\$300 per visit \$75 per visit Covered in full
Ambulance (<i>medically necessary emergency transport only</i>)	Covered in full
Service Received	Your Share of the Cost
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 <ul style="list-style-type: none"> Outpatient services <ul style="list-style-type: none"> Visit/consultation 	\$20 copayment per visit
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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	
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