

AGREEMENT BETWEEN  
CITY OF MANCHESTER  
AND  
TEAMSTERS UNION LOCAL NO. 633 OF N.H.

Affiliated with the International Brotherhood of Teamsters

Expires June 30, 2025

(Welfare)

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## **ARTICLE ONE**

### **Purpose**

The objectives to this Agreement are the promotion of harmonious and cooperative relations between the City, the Union and members thereof; and the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer as defined in RSA 273-A. This statement of purpose shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE TWO**

### **Recognition**

2.1 The City hereby recognizes Teamsters Local 633 of New Hampshire, hereinafter, the “Union”, as the exclusive representative of the bargaining unit for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment other than managerial policy within the exclusive prerogative of the public employer as specified in RSA 273-A:1, XI. Such managerial prerogatives shall not be subject to the grievance and arbitration provisions of this Agreement.

2.2 The bargaining unit is defined as follows:

All regular permanent full-time and regular permanent part-time employees of the Manchester Welfare Department in the classifications of Accounting Technician, and Welfare Specialist I, II, III.

2.3 All other employees are excluded from the bargaining unit. All bargaining unit members, however, who are not members of the union will be required to pay agency fees, in lieu of union dues, to the union.

## **ARTICLE THREE**

### **Management’s Rights**

The Board of Mayor and Alderman of the City of Manchester, and the Welfare Director shall continue to have, whether exercised or not, all the rights, powers and authority theretofore existing, including but not limited to the following:

The City of Manchester and the Welfare Director shall determine the levels and standards of service to be offered by the Welfare Department, determine the standards of selection for employment and promotion, direct the bargaining unit members, take disciplinary action, relieve bargaining unit members from duty because of lack of work, budgetary constraints or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the means, methods and personnel by which the Welfare Departments operations are to be conducted; determine the content of job classifications;

exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities.

All of the rights, responsibilities and prerogatives that are inherent in the Board of Mayor and Aldermen, and the Welfare Director by virtue of statutory and charter provisions cannot be subject to any grievance or arbitration proceeding.

#### **ARTICLE FOUR** **Contracting and Subcontracting Out**

4.1 The right of any public agency or private individual(s) or business(es), other than the Welfare Department, to contract for work of the nature ordinarily performed by the Welfare Department, shall not be affected by this Agreement.

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

4.3 If the City of Manchester, or the Welfare Director changes the method of operations which involves contracting out work which is now being performed by bargaining unit employees, the City and/or the Welfare Department will give notice to the Union of its intention. In those cases, where bargaining unit members are not absorbed into other City positions, the City and/or Welfare Director will provide as much advance notice of impending lay-off as is reasonably possible.

#### **ARTICLE FIVE** **Stability of Agreement**

5.1 This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing, duly executed by both parties.

5.2 Should any article, section or portion thereof of this Agreement be determined to be 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; provided, however, that all other provisions of this Agreement and the application thereof shall remain in full force and effect.

**ARTICLE SIX**  
**No Strike or Lockouts**

6.1 No bargaining unit member shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out, work slowdown, work to rule, or withholding of services from the City of Manchester or Welfare Department.

6.2 The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, sick-in, sick-out, work slowdown, work to rule, or withholding of services from the City of Manchester or the Welfare Department. In the event of any such activity, neither the City nor the Welfare Director shall be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased.

6.3 Should any bargaining unit member(s) engage in any activity prohibited in Section 6.1, above, the Union shall forthwith disavow any such activity in writing and shall take all reasonable means to induce such bargaining unit member(s) to terminate such activity forthwith, including but not limited to any and all disciplinary measures which may be taken pursuant to the Union's Constitution and By-laws, or similar governing document.

6.4 In the event of any activity prohibited under Section 6.1, above, bargaining unit members participating in the same shall be subject to disciplinary action, including immediate termination.

6.5 The City of Manchester and the Welfare Director will not engage in any lockout.

**ARTICLE SEVEN**  
**Rules and Regulations**

The rules and regulations of the Welfare Department which are now in effect or which may be promulgated or amended by the Welfare Director shall be the prime governing factor in the conduct and actions of all bargaining unit members and every such member shall be thoroughly conversant with them.

**ARTICLE EIGHT**  
**Non-Discrimination**

The Board of Mayor and Alderman, the Welfare Director and the Union agree that there will be no discrimination against bargaining unit members on account of membership or non-membership in the Union.

The Union officers and members agree not to bar bargaining unit members from joining or remaining in the Union, except for non-payment of dues.

**ARTICLE NINE**  
**Hours of Work and Overtime**

9.1 Bargaining unit members shall be assigned to work five (5) days per week, forty (40) hours per week. Determination of the work schedules shall be made by the Welfare Director.

9.2 Bargaining unit members shall be paid overtime in accordance with the Fair Labor Standards Act (FLSA).

**ARTICLE TEN**  
**Sick Leave Accrual and Payment**

10.1 Effective on the date of ratification, all bargaining unit members shall be entitled to paid sick leave which shall accrue at the rate of one and one-quarter (1 1/4) work days for each completed month of service. Accrual shall include the six (6) month probationary period, but employees will not be allowed to use sick leave until after the completion of six (6) months of continuous service. Unused sick leave may be accumulated up to a maximum of one hundred twenty (120) work days.

10.2 Bargaining unit members eligible for sick leave with pay may use such sick leave for absence due to their illness or injury; or 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 the bargaining unit member's exposure to contagious disease.

Bargaining unit members shall be required to substantiate sick leave in excess of three (3) days with a letter from a qualified physician or any other excuse acceptable to the Welfare Director. In the case of chronic absenteeism, the Welfare Director may give the bargaining unit member a written warning. If suspected abuse exists, the Welfare Director may request a doctor's certificate for any period of illness.

If, after a written warning has been issued, there is a substantial improvement in the bargaining unit member's sick leave record for twelve (12) months, the written warning shall be removed from the bargaining unit member's record.

10.3 When a bargaining unit member terminates his/her employment with the City, all sick leave credits shall be canceled, except in cases of paid retirement, paid duty disability retirement or death. In such cases, accrued sick leave shall be payable to the bargaining unit member or his/her designated beneficiary; provided however, that payment shall not exceed eighty (80) days, plus one quarter of the balance of the days accrued over 80 but not more than 120 days.

10.4 Bargaining unit members shall also be entitled to the benefits under city Ordinance 33.081 (G), as it may be amended from time to time.

10.5 Bargaining unit members must use all of their accrued sick leave, any sick leave bank benefits to which they are entitled and all other accrued paid leave before they will be allowed to use unpaid leave for personal illness or injury or exposure to contagious disease.

10.6 Sick Leave Incentive

Effective July 1, 2010 or the date of ratification, whichever come later, bargaining unit members who used forty-eight (48) hours of sick leave or less in the preceding calendar year will qualify for three (3) personal leave days to be scheduled approved by the Welfare Director, or their designee. Personal leave days must be used during the calendar year to which they are credited and shall not accumulate or be carried over to the following year.

A bargaining unit member may receive payment in lieu of taking Personal Leave to a maximum of one (1) day in any one calendar year. At twenty (20) years of service a bargaining unit member may receive payment in lieu of taking Personal Leave to a maximum of three (3) days in any one calendar year.

10.7 Absence Without Leave

Any bargaining unit member who is absent from duty shall report the reason therefore to the Welfare Director or designee as soon as possible, and in no case later than the second day of absence, unless there are extenuating circumstances. All unauthorized and unreported absence shall be considered absence without leave and deduction of pay shall be made for the period of absence. Such absence may be grounds for disciplinary action. \*

10.8 Changing Vacation to Sick Leave

Bargaining unit members 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.

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

**ARTICLE TEN (A)**  
**Sick Leave Bank**

Bargaining unit members shall be eligible to participate in the City's Non-Affiliated Sick Leave Bank under its rules and regulations as they may be amended from time to time. Decisions of the Non-Affiliated Sick Leave Bank Committee shall not be grievable.

**ARTICLE ELEVEN**  
**Discipline**

11.1 All bargaining unit members shall be required to attend any investigatory interviews schedules by the Welfare Director. If a bargaining unit member has a reasonable fear that discipline may result from the investigatory interview, he/she shall be entitled to union representation if he/she makes such a request. If a union representative is present at the investigatory interview he/she may not interfere with the investigatory interview. The investigatory interview shall not be unreasonably delayed because of the unavailability of a specific union representative.

11.2 No bargaining unit member shall be disciplined without just cause. Disciplinary decisions may be grieved under Article 13 of the Agreement; provided however, an arbitrator may not substitute his/her judgment for that of the Welfare Director in the exercise of rights granted or retained by this agreement.

**ARTICLE TWELVE**  
**Union Rights**

12.1 With the exception of processing grievance matters and negotiating contracts the Union will not be allowed to transact any business on City time. The Union steward shall be allowed reasonable amounts of City time for the handling of grievances. The City shall have no obligation to pay the steward for time spent in grievance matters when he or she is not scheduled for work.

12.2 The Union shall be allowed to use facilities for off-duty meetings concerning matters covered by this Agreement when such facilities are available and such meetings would not conflict with the business of the Welfare Department. Requests for use of Welfare facilities shall be made to the Welfare Director at least seven (7) days prior to the date of the requested use. The Welfare Director shall respond to the request within four (4) days.

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

**ARTICLE THIRTEEN**  
**Grievance Procedure**

1. Definitions

A “grievance” is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Agreement.

The ten “days” when used in this Article shall mean Monday through Friday excluding holidays or other days when the Welfare Department is closed.

2. Purpose

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise affecting the welfare or working conditions of any bargaining unit member having a grievance. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure, which shall be handled as provided in this Article.

Nothing herein contained will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate supervisor and to have the grievance adjusted without the intervention of the Union, provided that such adjustment is not inconsistent with the terms of the Agreement. The Union shall have the right to communicate its concerns to the Welfare Director relative to any interested party; however, this right shall not extend to being present at any meeting, unless the grievant wants the Union to be there. Any adjustment reached without the presence of a designated representative of the Union shall not be precedential in any way.

3. Procedures

Since it is anticipated that nearly all grievances can be resolved informally at level one, it is important that the complaint be processed as rapidly as possible. The timeliness contained herein The time lines contained herein should be considered maximum. The time limits may be extended by mutual agreement, in writing.

Bargaining unit members shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until their grievance(s) is resolved.

\*Generally, add “or designee” anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

A. Level One-Discussion

If the grievance is not brought to the attention of a bargaining unit member's Supervisor within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered waived. An aggrieved person shall give a written notice to the Welfare Director and a brief explanation of the alleged grievance. Such aggrieved person will informally discuss the complaint the Welfare Director either directly or through the Union representative with the object of seeking resolution. The Director shall hold a discussion with the grievant and his/her Union representative, if the representative is requested by the grievant. The Welfare Director shall give an answer within five (5) days from the date that the grievance is informally received.

B. Level Two-Formal Grievance

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after the informal meeting at Level One, the grievant may file the grievance, in writing, with the Welfare Director. The grievance and its specifics shall be submitted on the form contained in Appendix A of this Agreement.

Within (10) days of the receipt of the written grievance, the Welfare Director shall meet with the aggrieved person in an effort to resolve it. The Welfare Director shall render his/her decision within five (5) days after the meeting.

C. Level Three-Pre-Arbitration

If the grievant is not satisfied with the disposition of the grievance at Level Two or no decision has been rendered within the time frames specified in Level Two, the grievant may refer the matter, in writing, within five (5) days after the decision at Level Two, or twenty-five (25) days after the complaint was referred to Level Two to the City's Chief Negotiator/Contract Administrator, who shall schedule a pre-arbitration meeting within fifteen (15) days after receiving the request.

Representatives of the Union, the grievant, the Welfare Director and the Chief Negotiator/Contract Administrator will attend the pre-arbitration meeting. The purpose of this meeting is to determine if the grievance can be resolved without Arbitration. If no satisfactory resolution is reached as a result of the meeting, the Union may submit a written demand for arbitration, with a copy of the Chief Negotiator/Contract Administrator, to the N.H. Public Employee Labor Relations Board within ten (10) days after the pre-arbitration meeting.

D. Level Four-Arbitration

The Arbitrator shall schedule the arbitration hearing at a time and place mutually agreeable to the parties. The Arbitrator shall have no authority to hold a hearing on more than one grievance at any hearing unless the parties mutually agree to the submission of multiple grievances to one arbitrator.

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

The Arbitrator shall not have the power to alter, add to, or subtract from the terms of the Agreement. The Arbitrator shall have no authority to render a decision which requires the payment for retroactive wages or adjustments which extend prior to the date when an aggrieved employee knew or should have known of the act or condition upon which the grievance was based, as specified in Section 3A of this Article.

The decision of the arbitrator shall be final and binding.

The cost for the services of the Arbitrator, including reasonable expenses, shall be borne equally by the parties in cases of suspension and termination, only. In all other cases, the expenses of the arbitrator shall be borne by the losing party. It shall be incumbent upon the arbitrator to designate the losing Party. The parties agree that the party who requests a postponement of any arbitration hearing shall be obligated to pay any related Postponement costs or fees.

E. Miscellaneous

1. Failure at any level of the grievance procedure of “management” to render a decision within the specified time limits shall permit the grievance to proceed to the next level.
2. Failure of the grievant and/or the Union to abide by the time limits set forth in this article shall result in the grievance being dismissed without further action being taken with respect to such grievance.
3. No reprisals of any kind will be taken by “management” or the Union against any party of interest, any Union representative or any other participant in the grievance procedure by reason of such participation.
4. The Welfare Director may initiate a grievance against any bargaining unit member or the Union under the terms of this Article by specifying to the Union, in writing, the specific name(s), date(s) alleged violation(s) or misapplications(s) and the provision(s) of this Agreement involved. Such a grievance shall be commenced at Level Three.

If such a grievance is not filed within forty-five days of the date(s) of the alleged violation(s) or misapplication(s), then the grievance shall be considered waived.

5. The Welfare Director agrees to allow a Union Grievance representative and an aggrieved employee(s) reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances only, provided such time away from work does not interfere with the work of the area(s) involved. Such time will not be withheld unreasonably. The Union grievance representative will obtain prior permission to absent him/herself from work before leaving a work site and shall obtain prior permission of the appropriate supervisor involved before interrupting the work of an aggrieved employee(s). Employees shall not be entitled to vehicle reimbursement if they travel for grievance purposes.

\*Generally, add “or designee” anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

**ARTICLE FOURTEEN**  
**Salaries**

NOTE: The bargaining unit members' work weeks are specified in Article 9.

14.1 Effective July 1, 2022, the Salary Schedules shall be increased by three percent (3.0%).  
Effective July 1, 2023, the Salary Schedules shall be increased by four percent (4.0%).  
Effective July 1, 2024, the Salary Schedules shall be increased by four percent (4.0%).

14.2 Bargaining unit members will receive a step increase on their anniversary date of current position. This step increase will be subject to a satisfactory performance evaluation. Evaluation step increases will stop when a bargaining unit member reaches Step 13 on the included Salary Schedule.

14.3 Bargaining member appeals of their annual performance evaluations will be conducted according to the process agreed to by the Union and the City. See Appendix B.

14.4 The longevity waiting periods for bargaining unit members shall be 5-10-15-20-25-30-35-40-45 years of service. An increase of three percent (3.0%) will take effect on the bargaining unit member's anniversary date of employment. Employees hired after September 1, 2018, shall not receive a longevity step while on the City's pay matrix Yager Decker (steps 1-13).

14.5 Bargaining unit members who are promoted to a higher grade shall be placed on the lowest step of the new grade which will provide a minimum of a ten percent (10.0%) increase in salary.

14.6 Bargaining unit members who have attained the requirements of the achievement grade (A-Step) associated with their positions will be placed on the corresponding step on the achievement grade.

**ARTICLE FIFTEEN**  
**Temporary Duty in a Higher Classification/Promotions**

15.1 In any case when a bargaining unit member is qualified for and is temporarily required to serve regularly in and accept the responsibility for work in a higher class of position, such bargaining unit member shall receive the entrance rate of that class or one rate step above his/her present rate, whichever is higher, while so assigned, subject to the approval of the Human Resources Director. Such temporary assignment to a higher class of positions, to qualify for the higher rate of pay, shall be regular and continuous in character for at least one work day.

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

15.2 A bargaining unit member may be temporarily assigned to the work of any position of the same or lower pay grade without a change in pay.

15.3 Management reserves and shall have the right to make promotions, transfers, and/or the assignment of a new position included with the Bargaining Unit primarily on the basis of qualifications, ability and the performance of duty, but shall be governed by seniority where equal qualifications, ability and performance of duty, as determined by management, have been demonstrated.

## **ARTICLE SIXTEEN**

### **Hospital/Medical Insurance**

16.1 Effective upon ratification, the City will offer three health insurance plans. The HDHP coupled with and HSA, the Access Blue New England Site of Service HMO 250 and the Access Blue New England HMO 1250 Plan all of which are more particularly described in the attached Appendix C. Effective July 1, 2022 refer to Statement of Benefits attached

16.2 Bargaining unit member hired before July 1, 2018, may select either the HDHP coupled with and HSA or the Access Blue New England Site of Service HMO 250.

16.3 Bargaining unit members hired on or after July 1, 2018, 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 until such time as they qualify for the HDHP coupled with an HSA.

16.4 For unit members hired prior to June 5, 2012, the City will pay eighty-four percent (84%) of the eligible premiums.

16.5 For unit members hired on or after June 5, 2012, the City will pay eighty percent (80%) of the eligible premiums.

16.6 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. Notwithstanding the City's practice of paying the HSA contributions in periodic payments, in the event of catastrophic illness or injury and payment arrangements with the health provider are not available the employee may request that he/she receives the entire amount at one time.

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

16.7 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. 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.

16.8 It is agreed by all parties concerned that the City reserves and shall have the right to change insurance carriers provided that the benefits are not decreased and the costs to bargaining unit members do not increase above those percentages set forth in paragraphs 16.4 & 16.5.

16.9 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%).

16.10 Bargaining unit members shall be entitled to full participation in the City's Employee Assistance Program (EAP). The parties agree that if the EAP is terminated by the City, this benefit will lapse.

## **ARTICLE SEVENTEEN**

### **Vacation**

17.1 All bargaining unit members shall be entitled to vacation leave with pay in accordance with the following schedule:

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

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

- e. Accrual rate of (6) calendar weeks begins at the beginning of twenty (20) years of continuous service.

17.2 Vacation credits shall accrue during the first six (6) working months of employment, but an employee shall not be eligible to use such vacation credits until the successful completion of six months of continuous service. If an employee leaves or is terminated for any cause during his/her probationary period, he/she shall not have earned any vacation credits and shall not be eligible for payment for any vacation credits. Employees who are initially employed in a full-time temporary status and who are subsequently appointed to a permanent status, without break in service as determined by the Human Resources Department, shall be allowed credit for the time served in temporary status towards accrual of vacation benefits.

17.3 Vacation pay shall be based upon the employee's regular daily rate of pay. Upon termination, permanent employees shall be paid for all unused vacation time based upon their then current rate of pay.

17.4 No employees shall be permitted to accrue in excess of two (2) times his/her annual vacation; i.e. employees who earn ten (10) days of vacation per year shall have not more than twenty (20) days earned vacation to their credit at any one time.

17.5 Absence on account of sickness, injury or disability in excess of leave authorized in other articles may, at the request of the employee and within the discretion of the Welfare Director, be charged against earned vacation leave allowance.

17.6 In the event that a paid legal holiday as prescribed in Article 18 falls during the week an employee is on vacation, such holiday shall not be charged against the vacation time.

The right to take vacation shall not be unreasonably withheld, however, the Welfare Director shall determine the number of employees allowed to take vacation in any one (1) week or any overlapping time period. Employees may request to use vacation time in increments of ¼ hour (15 minutes) or more. If requests for vacation are submitted by two or more employees for the same or overlapping period of time on the same day the request from the employee(s) with the most seniority, will be granted, to the extent all requests cannot be approved. Nothing herein shall be construed to allow a senior employee to displace a previously approved vacation schedule of a less senior employee.

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

## **ARTICLE EIGHTEEN**

### **Holidays**

18.1 Permanent full-time employees shall receive their regular compensation for the following named holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Fourth of July  
Juneteenth

Labor Day  
Columbus Day  
Biennial Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas

18.2 If a holiday falls on a Sunday and is celebrated on the following Monday or if a holiday falls on a Saturday and is celebrated on the previous Friday, all eligible employees will be paid for that day.

18.3 Any employee shall forfeit his/her right to payment of any holiday if he/she has an unexcused absence on the last day preceding such holiday (or the alternative day under section 2, above) or the next regular work day following such holiday (or such alternative day).

18.4 Eligible employees who are required to work on a holiday (or the alternative day under section 2, above) when the holiday falls on a scheduled ay off shall be allowed to take another day off during the same work week, all subject to the operational needs of the Welfare Department.

## **ARTICLE NINETEEN**

### **Bereavement Leave**

19.1 Bereavement leave of five (5) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted to bargaining unit members in the event of the death of their spouse, father, mother, grandmother, grandfather, grandchild, sister, brother, child, father-in-law, mother-in-law, daughter-in-law, son-in-law or a blood relative or ward residing in the same household. No distinction shall be made between blood and/or step relatives.

19.2 Under extenuating circumstances, two (2) additional days with pay may be granted under section 1 or 3, with the written approval of the Welfare Director; such days to be charged to the bargaining unit member's accrued sick leave.

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

19.3 At the request of the bargaining unit member, a special leave of one (1) working day with pay, for the purpose of attending the funeral shall be granted the bargaining unit member in the event of the death of his/her grandchild, sister-in-law, brother-in-law, aunt, uncle, great grandparents or an ex-spouse provided there are minor children at the time of the death.

19.4 Under no circumstances shall bereavement leave be paid on an overtime basis.

**ARTICLE TWENTY**  
**Jury Duty/Special Leave**

20.1 Any bargaining unit member who is called for jury duty shall notify the Welfare Director or his/her designee within five (5) workdays after being summoned to appear for jury duty. Notification to the Welfare Director must be made in advance of the jury duty assignment with supporting documentation. 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. Satisfactory evidence of actual jury duty must be submitted to the Welfare Director.

Bargaining unit members whole excused from jury duty for a day or days shall be responsible to report to their assignment. Employees, serving as jurors in the courts of Rockingham, Merrimack or Hillsborough Counties shall, if there are more than two (2) hours remaining in the nominal work day, be responsible to report to their work site as soon as possible after being released. Failure to report will disqualify the employee from the City's Jury Duty Leave payment. In this case, the employee will retain the daily stipend paid by the Court in which the employee serves as a juror.

**ARTICLE TWENTY (B)**  
**Leaves of Absence**

A. In addition to other leaves authorized by this Agreement, the Welfare Director, may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ninety (90) days in a rotating year.

B. The Board of Mayor and Aldermen may authorize special leaves of absence with or without pay for any period or periods not to exceed one calendar year for the following purposes: Attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the Welfare Department, urgent personal business requiring the employee's attention for an extended period, such as settling estates, liquidation of business, attending court as a witness, and for purposes other than the above that are deemed beneficial to the city service.

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

C. MILITARY LEAVE

Military leave shall be governed by applicable State and Federal law.

D. MATERNITY LEAVE

Maternity leave shall be governed by applicable law.

**ARTICLE TWENTY-ONE**  
**Education Incentive Reimbursement**

21.1 Effective July 1, 2010, the following education incentive reimbursement provisions will apply to bargaining unit members.

21.2 The City agrees to provide reimbursement to bargaining unit members 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 costs of such courses but not to exceed \$2,000.00 per employee per fiscal year. Such payments will be made from the City tuition reimbursement budget line item, and they will cease when the fund is exhausted.

21.3 All courses must be approved in advance by the Welfare Director, as meeting the requirement that the course is related to the bargaining unit member's job or is part of a career development program. Approval must be obtained through the Human Resources Department for payment of the course, under its procedures.

21.4 Once a course has been approved, an advance will be made to the bargaining unit member 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 reimbursement will be paid to the bargaining unit member upon presentation of a certification of the satisfactory completion of the course.

21.5 Approval for courses will be considered on the basis of relevancy of the course, the number of bargaining unit members applying and the funds available.

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

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

## **ARTICLE TWENTY-TWO**

### **Layoffs**

22.1 In the event of a layoff, the Manchester Welfare Director reserves the sole right to determine which classification(s) shall be affected. Employees shall be laid off in the inverse order of their classification seniority, i.e., the employee with the least time in the affected classification shall be laid off first.

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, employees affected in that classification shall be assigned to the next lower classification for which they are qualified provided they have more Department Seniority than an incumbent in the lower classification.

Displaced employees in the lower classification shall have the same rights of reassignment.

22.2 In the event of a layoff, the Welfare Director shall give written notice to the employee(s) affected at least fourteen (14) calendar days prior to the effective date of the layoff.

In layoffs associated with the contracting or subcontracting of work, the City and/or Department will provide as much advance notice of the impending layoff as is reasonably possible.

## **ARTICLE TWENTY-THREE**

### **Dues Deduction**

23.1 Effective on the date of ratification, the City agrees to authorize the deduction of Union dues from each bargaining unit member who has signed an authorization card and to remit same to Teamsters Local No. 633 of New Hampshire on a monthly basis.

23.2 If any bargaining unit member 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. In no event will the City be required to deduct fines or assessments beyond the regular monthly dues.

23.3 The City and the Welfare Department and all of their employees and agents shall be held harmless in any dispute whatsoever arising between the Union and the bargaining unit member(s) regarding the payment of Union dues.

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

23.4 The City will notify Teamsters Local 633 of New Hampshire in writing within ten (10) working days of the cancellation of Union dues deductions by a bargaining unit member who had previously signed an authorization card.

23.5 The city agrees to a D.R.I.V.E. check-off for bargaining unit members. Upon written authorization by the employee, the City shall deduct the amount specified by the employee on a weekly basis and shall remit same to the Granite State Teamster's D.R.I.V.E. account. The employee shall provide written authorization on the form required by law.

#### **ARTICLE TWENTY-FOUR**

##### **Life Insurance**

24.1 Effective on the date of ratification, the City will provide for a Life Insurance fund to provide for the payment of a death benefit of an amount equal to the bargaining unit member'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 thirty (30) 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 benefits specified above.

#### **ARTICLE TWENTY-FIVE**

##### **Miscellaneous**

##### **A. SAFETY COMMITTEE**

There shall be established a Safety Committee to work with the Director on safety issues that pertain to the Welfare office and its staff.

#### **ARTICLE TWENTY-SIX**

##### **Duration**

This Agreement shall be in effect, with effective dates for specific provisions as stated in the various Articles, from July 1, 2022 through June 30, 2025 at which time it shall automatically expire.

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.

\*Generally, add "or designee" anywhere the term Welfare Director appears. Also, conform contract removing needless dates and fixing grammatical errors (housekeeping).

**APPENDIX A**

**Grievance Form**

GRIEVANT \_\_\_\_\_ CLASSIFICATION \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ SUPERVISOR \_\_\_\_\_ TITLE \_\_\_\_\_

STATEMENT OF GRIEVANCE

STATE ALLEGED VIOLATION; DATE, TIME, PLACE, PERSONNEL INVOLVED, CONTRACT

ARTICLES/SECTIONS VIOLATED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE REMEDY REQUESTED \_\_\_\_\_

\_\_\_\_\_  
GRIEVANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_

I AUTHORIZE TEAMSTERS LOCAL No. 633 of N.H. TO ACT AS MY REPRESENTATIVE IN THE  
DISPOSITION OF THIS GRIEVANCE.

DATE \_\_\_\_\_ GRIEVANT'S SIGNATURE \_\_\_\_\_

DATE PRESENTED TO MANAGEMENT REPRESENTATIVE \_\_\_\_\_

MANAGEMENT REPRESENTATIVE'S SIGNATURE \_\_\_\_\_

DISPOSITION OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CC: \_\_\_\_\_

## **APPENDIX B**

### **Employee Development Appeals Process**

Only employees who are denied a merit step increase on their anniversary due of position due to a sub-standard performance evaluation may file an appeal. All appeals shall be initially filed with the employee's department head. Any employees receiving a satisfactory performance evaluation shall not have the right to appeal or grieve their evaluation, their pay step or the supervisor's comments. In the event that there is a disagreement between the employee and his/her supervisor over the EDP goals, the employee, after discussing the disagreement with the Department Head or his/her designee may with the concurrence of the Union, file a grievance.

If the department head rules in the employee's favor, the employee shall receive his/her merit step as of their anniversary date of position. If the department head rules against the employee, the employee shall have the right to appeal the decision to the citywide appeals committee.

Employees will have thirty (30) days from the date of denial by their department head to file an appeal with the Human Resources Director or their right to appeal shall be forfeited.

An appeals committee shall be comprised of the following representatives:

- Two union representatives appointed by the unions (with two alternates).
- One department head (with one alternate).
- One non-affiliated (with one alternate).

An independent neutral party to act as tie breaker. This person to be selected through agreement between the City and the unions. If no decision can be reached, the neutral shall be appointed by the P.E.L.R.B. Any costs associated with the neutral party hearing appeals shall be borne half by the City and half proportionally split amongst the unions whose members are appealing. The unions shall not be responsible for any costs incurred in appeal hearings from non-affiliated employees. The Human Resources Director as non-voting chairman to provide staff resources. Members cannot sit in on appeals where the appellant is a member of the same department or union.

Terms of the members on this committee shall be staggered with two (2) year terms and members cannot serve more than two consecutive terms. Members must take at least one year off after serving two terms before being allowed to serve on the committee again. Alternates shall have no term limitations.

Unless agreed to by the appellant and the Human Resources Director the committee shall have sixty (60) days from receipt of the appeal to conduct a hearing on the matter.


The committee shall have thirty (30) days to render a decision on the matter.

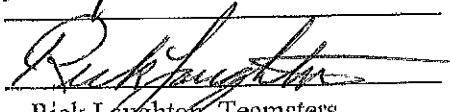
A majority vote shall rule and all decisions are final, binding and non-grieveable. A decision favorable to the employee means the employee shall receive their merit step effective (including retro-active pay) to their date of position. Evaluation step increases will stop when an employee reaches Step 13 on the included pay matrix.

The provisions of this Article shall expire on the last day of this Agreement, provided that any employee denied a merit pay increase during the duration of this agreement shall be entitled to an appeal under this Article.

Teamsters Welfare  
7/1/2022 – 6/30/2025  
Reformatted June 2021

FOR THE TEAMSTERS LOCAL 633

  
Jeffrey Padellaro, Teamsters

  
Rick Loughton, Teamsters

FOR CITY OF MANCHESTER, NH

  
Charleen Michaud, Director of Welfare

Sharon Y. Wickens Digitally signed by Sharon Y. Wickens  
Date: 2022.07.26 15:27:54 -04'00'

Sharon Wickens, Interim Human Resources Dir.

# Your summary of benefits



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

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

Your Network: Blue Choice POS

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<b>Overall Deductible</b>	\$2,000 person /\$4,000 family	
<b>Out-of-Pocket Limit</b>	\$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.		
<b>Preventive Care / Screening / Immunization</b>	No charge	30% coinsurance after deductible is met
<b><u>Doctor Home and Office Services</u></b>		
<b>Primary Care Visit</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Specialist Care Visit</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Prenatal and Post-natal Care</b>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b><u>Other Practitioner Visits:</u></b>		
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>(<a href="http://www.livehealthonline.com">www.livehealthonline.com</a>)</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
<b><u>Other Services in an Office:</u></b> Allergy Testing Chemo/Radiation Therapy Dialysis/Hemodialysis Prescription Drugs - <i>Dispensed in the office</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met
<b><u>Diagnostic Services</u></b> <b>Lab:</b> Office Freestanding Lab/Reference Lab Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met
<b><u>X-Ray:</u></b> Office Freestanding Radiology Center Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met
<b><u>Advanced Diagnostic Imaging:</u></b> Office Freestanding Radiology Center	0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met

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
<b><u>Emergency and Urgent Care</u></b>		
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
<b><u>Emergency Room Facility Services</u></b>	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
<b><u>Ambulance</u></b>	0% coinsurance after deductible is met	Covered as In-Network
<b><u>Outpatient Mental/Behavioral Health and Substance Abuse</u></b>		
Doctor Office Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<b>Facility Visit:</b>		
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
<b><u>Outpatient Surgery</u></b>		
<b>Facility Fees:</b>		
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
<b>Doctor and Other Services:</b>  Hospital  Freestanding Surgical Center	0% coinsurance after deductible is met  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met
<b><u>Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):</u></b>  <b>Facility fees (for example, room &amp; board)</b> <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>  <b>Doctor and other services</b>	0% coinsurance after deductible is met  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met
<b><u>Recovery &amp; Rehabilitation</u></b>  <b>Home Health Care</b> <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
<b>Rehabilitation services:</b>  Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy and speech therapy is limited to 60 visits combined per benefit period.</i>  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  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met
<b>Cardiac rehabilitation</b>  Office <i>Coverage is unlimited per benefit period.</i>  Outpatient Hospital <i>Coverage is unlimited per benefit period.</i>	0% coinsurance after deductible is met  0% coinsurance after deductible is met	30% coinsurance after deductible is met  30% coinsurance after deductible is met
<b>Skilled Nursing Care (facility)</b> <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
<b>Prescription Drug Coverage</b> <i>National Drug List</i> <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>		
<b>Tier 1 - Typically Generic</b> 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)
<b>Tier 2 – Typically Preferred Brand</b> 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)
<b>Tier 3 - Typically Non-Preferred Brand</b> 30 day supply (retail pharmacy). 90 day supply (home delivery).	0% coinsurance after deductible is met (retail and home delivery)	30% coinsurance after deductible is met (retail) and Not covered (home delivery)

**Notes:**

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

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

*This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), 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](http://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 գանգահարեք հետևյալ հեռախոսահամարով՝ (833) 772-4122:

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

**Farsi (فارسی):** در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (833) 772-4122 تماس بگیرید.

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

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

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

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

## Language Access Services:

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

**Navajo (Diné):** Dii naaltsoos biká'ígíí lahgo bina'idííkidgo ná bohónéedzǫ́ dóó bee ahóót'i' t'áá ni nizaad k'ehjǫ́ bee níl hodoonih t'áadoo bááh ílínigóó. Ata' halne'ígíí la' bich'í' hadeesdzih nínizingo koǫ́' hodiínih (833) 772-4122.

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

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

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

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

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

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

### It's important we treat you fairly

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

**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
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears</li> <li>Routine physical exam for babies, children and adults including family planning visits</li> <li>Routine hearing exam</li> <li>Routine vision exam (<i>one exam per member per calendar year</i>)</li> </ul>	Covered in full
<b>Other Outpatient Care</b> <ul style="list-style-type: none"> <li>Medical exam, injections (including allergy injections), office surgery and anesthesia</li> <li>Early Childhood Intervention therapy services for children up to age 3</li> </ul>	\$20 per visit to your PCP \$20 per visit to any Specialist
<ul style="list-style-type: none"> <li>Diagnostic lab services at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Diagnostic imaging – x-rays, ultrasounds and chiropractic x-rays at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>High Cost diagnostic imaging such as MRI/CT Scans at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Outpatient surgery at Ambulatory Surgical Center at SOS facilities</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>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>)</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Surgery at non-SOS facilities or a hospital outpatient department</li> </ul>	\$250 copay
<ul style="list-style-type: none"> <li>High cost diagnostic imaging such as MRI/CT Scans at non-SOS facilities or hospitals</li> </ul>	\$250 copay
<ul style="list-style-type: none"> <li>Diagnostic lab services at non-SOS facilities or hospitals</li> </ul>	\$50 copay
<ul style="list-style-type: none"> <li>Diagnostic imaging X-rays, ultrasounds and chiropractic x-rays at non-SOS facilities or hospitals</li> </ul>	\$125 copay
<ul style="list-style-type: none"> <li>Short term rehabilitative therapy- <i>physical, occupational, or speech</i>) at non-SOS facilities or hospitals</li> </ul>	\$20 copay
<b>Inpatient Care</b> (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> <li>Semi-private room and board</li> <li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy</li> </ul>	\$250 per member / \$500 per family per plan year deductible
<b>Skilled Nursing Facility and Rehabilitation Facility Care</b> <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

<b>Durable Medical Equipment (DME)</b> <i>Unlimited</i> \$200 deductible for external prosthetics	Covered in full
<b>Other Services</b> <ul style="list-style-type: none"> <li>OB/GYN care (<i>performed by an OB/GYN provider</i>)               <ul style="list-style-type: none"> <li>Exam</li> <li>Maternity care (routine prenatal, delivery and postpartum)</li> </ul> </li> <li>Chiropractic visit (<i>20 visits per member per plan year</i>)</li> </ul>	\$20 per visit \$250 Deductible \$20 per visit
<b>Emergency Room or Urgent Care Center Visit</b> <ul style="list-style-type: none"> <li>ER facility charge (<i>copayment waived if admitted</i>)</li> <li>Urgent Care facility charge</li> <li>ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc.</li> </ul>	\$300 per visit \$75 per visit Covered in full
<b>Ambulance</b> ( <i>medically necessary emergency transport only</i> )	Covered in full
Service Received	Your Share of the Cost
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Mental Health and Substance Abuse</b> <ul style="list-style-type: none"> <li>Outpatient services               <ul style="list-style-type: none"> <li>Visit/consultation</li> </ul> </li> </ul>	\$20 copayment per visit
<ul style="list-style-type: none"> <li>Inpatient services               <ul style="list-style-type: none"> <li>Semi-private room &amp; board</li> <li>Physician visit</li> </ul> </li> </ul>	\$250 per member / \$500 per family per plan year deductible
<b>Maximum for Services Subject to \$100 Deductible</b>	
Individual Family	\$250 per member per plan year \$500 per family per plan year
<b>Out of Pocket Limitations</b>	
<b>Medical Out-of-Pocket Limitation</b> 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

City of Manchester  
Group Number: 3203

Outline of Coverage  
Delta Dental PPO plus Premier Network



Northeast Delta Dental

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

Diagnostic / Preventive (Coverage A)	Basic Restorative (Coverage B)	Major Restorative (Coverage C)
<b>DIAGNOSTIC</b> Examinations twice in a 12-month period X-rays (compact, series or panoramic film) once in a 3-year period Bitewing X-rays once in a 12-month period X-rays of individual teeth as necessary Oral cancer screening in a 12-month period  <b>PREVENTIVE</b> Two cleanings in a 12-month period Fluoride once in a 12-month period to age 13 Space maintainers to age 15 Sealant application to permanent molars, once in a 3-year period per tooth, for children to age 19	<b>RESTORATIVE</b> Amalgam (silver) fillings Composite resins: filling (on anterior teeth only)  <b>ORAL SURGERY</b> Surgical and routine extractions  <b>ENDODONTICS</b> Root canal therapy  <b>PERIODONTICS</b> Periodontal maintenance (cleanings)  <i>Note: Cleanings are limited to two in a 12-month period. These may be routine (Coverage A) or periodontal (Coverage B), or a combination of each.</i> Treatment of gum disease Crown crown lengthening once per tooth per lifetime  <b>DENTURE REPAIR</b> Repair of a removable denture to its original condition  <b>EMERGENCY PALLIATIVE TREATMENT</b>	<b>PROSTHODONTICS</b> Removable and fixed partial dentures (bridges), complete dentures  Relapse and reline (dentures)  Crown Crown Implants
Delta Dental Pays: 100%	Delta Dental Pays: 60%	Delta Dental Pays: 50%
<b>Calendar Year Maximum: \$1500 per Person</b> Health Through Oral Wellness® program included (please see reverse for details)		

Eff 07/1/2020