

**AGREEMENT BETWEEN THE
CITY OF ROCHESTER AND
THE ROCHESTER MUNICIPAL EMPLOYEES ASSOCIATION,
AFFILIATED WITH STATE EMPLOYEES ASSOCIATION
OF NEW HAMPSHIRE, SEIU LOCAL 1984
July 1, 2023 to June 30, 2027**

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ARTICLE I: RECOGNITION

- 1.1 The City of Rochester (City) recognizes the State Employees Association, SEIU Local 1984 (Union), as the exclusive representative for all employees in the following positions:

Classification Title

Administrative Assistant I
Administrative Assistant II
Administrative Technician I
Administrative Technician II
Assessor I
Assessor II
Account Clerk
Animal Control Officer
Arena Attendant
Case Worker
Chief Waste Water Treatment Operator
Chief Water Treatment Operator
Community Development Coordinator
Compliance Officer
Construction Inspector
Crime Analyst
Economic Development Specialist
Electrical Inspector (Building/Mechanical Inspector)
Evidence Technician
GIS/Asset Management Technician
GIS/Construction Technician
Government Channel Coordinator
Health Inspector (Health/Plumbing Inspector)
IT Technician
Juvenile Division Coordinator
Parking Enforcement Officer
Planner I
Recreation Marketing & Program Coordinator
Planner II
Utility Billing Administrator
Welfare Intake Worker

ARTICLE II: MANAGEMENT RIGHTS

- 2.1 The City retains traditional rights to manage and direct the affairs of the employer in all of its various aspects and to manage and direct its employees, pursuant to managerial policy within the exclusive prerogative of a public employer as defined by RSA 273-A:1, XI, including but not limited to the following: to plan, direct, control and determine all operations and services of the City; to direct the working forces; to establish the qualifications for employment; and to lay off employees for lack of work or lack of funds; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations are to be conducted; to make and enforce rules and regulations; to employ, discipline, suspend, demote and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.
- 2.2 The City agrees to provide notice to the Association concerning the posting of new positions or the modification of existing positions.

ARTICLE III: PROBATION

- 3.1 All newly hired employees not currently employed by the City of Rochester shall be in a probationary status for twelve (12) months and not subject to this Agreement. The City at its discretion may reduce the probationary period for persons rehired within three (3) years of terminating employment with the City in good standing.

ARTICLE IV: DISCIPLINARY POLICY

- 4.1 The City agrees that it shall only discipline or discharge bargaining unit members for cause. The term "discharge" shall not include termination of employment directly caused by departmental reduction or restructuring.
- 4.2 The bargaining unit member has the right to request a union representative at any meeting where disciplinary matters are discussed.
- 4.3 Disciplinary action will normally be taken in the following order:
- a. Verbal warning
 - b. Written warning
 - c. Suspension
 - d. Discharge
- 4.4 The parties recognize that certain infractions are sufficiently serious to merit immediate

suspension or discharge. Nothing herein shall serve to deprive any bargaining unit member of his/her rights under law.

ARTICLE V: GRIEVANCE PROCEDURE

5.1 Definition:

A grievance is defined as an alleged violation, misunderstanding, or misapplication of a specific provision of this Agreement. The grievance shall state the facts giving rise to the dispute, a description of the specific provisions of the Agreement allegedly violated, misunderstood, or misapplied, and a clear description of the relief sought.

5.2 Time Limits:

The time limits specified in this article shall mean calendar days unless stated differently. Time limits indicated hereunder are considered maximum, unless extended by mutual agreement. All such agreements to extensions must be in writing.

5.3 General Provisions:

- a. The union shall be the exclusive representative of the employee at all levels of the grievance procedure and may use representatives of its own choosing.
- b. Responses at all levels of the grievance procedure shall be communicated in writing to the president of the union or an authorized designee. The Union shall be responsible for contacting the employee.
- c. Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his/her designee shall permit the Union to proceed directly to the next level.
- d. The time limits for the processing of any grievances may be extended by written consent of both parties.
- e. All grievances shall be initiated not later than ten (10) calendar days after the occurrence of the event giving rise to the grievance.
- f. Both parties to this Agreement recognize the benefit of resolving all grievances at the lowest possible level and the importance of early and effective communication of this process.

Step 1. The Union member or his/her Union Representative shall submit in writing, within ten (10) calendar days of the occurrence of the event giving rise to the grievance, a summary of said grievance. This summary shall specifically state the article of agreement or implied condition that has been violated. The Union member shall meet to discuss informally any violation of this Agreement with the Department Head within ten (10) calendar days of the grievance. The Department Head shall within ten (10) calendar days following the informal

meeting, deliver his/her written decision/opinion to the Union and to the Member. If the Union member is not satisfied by the informal opinion/decision of the Department Head, the Union member will move on to step two.

Step 2. The Union member and his/her Union Representative shall appeal in writing, within ten (10) calendar days of the Department Head's written decision to the City Manager. The City Manager shall hold a hearing within ten (10) days of the written appeal to discuss the grievance and shall then provide a written decision within ten (10) calendar days of the hearing to the Union. If the Union member and his/her representative are still not satisfied, they may then move on to step three.

Step 3. If the Group has not reached an agreement, they may appeal to the New Hampshire Public Employee Labor Relations Board (PELRB) within ten (10) days of the written decision issued by the City Manager at step 2 for the appointment of an arbitrator. The decision of the PELRB arbitrator will be binding on both parties to this Agreement. The cost of this arbitration shall be borne equally by the Group and the City.

The decision of the arbitrator shall be final and binding. However, either party may appeal the decision of the arbitrator pursuant to RSA 542. Any appeal not filed within forty-five (45) days of the arbitrator's opinion shall be deemed waived.

ARTICLE VI: DUES DEDUCTION

6.1 Payroll Deduction:

The Association shall be entitled to have payroll deductions for membership dues and for one (1) additional program, from its members. Upon an individual written authorization form signed by the employee and approved by the Union, the City agrees to deduct from each employee's regular paycheck, a sum for the Union dues, and any sum for any additional program, to be paid to the Union biweekly.

6.2 Dues Change:

When a change in dues necessitates a modification of payroll deductions and the Union wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the City, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.

To the extent that action is necessary by the Employer to implement the dues deductions, the Employer shall make reasonable effort to ensure that the payroll deductions are put into effect as soon as practicable.

6.3 Member and Employee Reports:

The Employer agrees to provide payroll deduction information to the Union on a biweekly basis for the administration of dues deductions.
In addition, the Employer shall provide the Union a monthly report of all newly hired

bargaining unit employees, bargaining unit employees who have been promoted, and employees who have separated service, retired, or who are on an unpaid leave of absence.

ARTICLE VII: UNION BUSINESS LEAVE

- 7.1 The officers and representatives of the Union are as follows: President, Vice President, Secretary/Treasurer, and Stewards. The President of the Union shall provide the City with a roster of officers and representatives and keep the City informed of any changes in that roster.
- 7.2 Up to three (3) representatives of the Union shall be allowed time off for negotiations or conferences with City Officials, without loss of pay or benefits, provided that the City's operations shall always take priority over other business. Off-duty personnel will not be compensated for such negotiations, conferences or hearings.
- 7.3 Officers of the Union shall be granted time off, without loss of pay, to conduct union business that cannot be conducted during off-duty time.
- 7.4 Officers and/or representatives of the Union shall be granted time off, without loss of pay, to attend training classes without loss of pay or benefits to further management-employee relations.
- 7.5 The number of days off with pay and benefits under paragraphs 7.3 and 7.4 shall not exceed an aggregate of four (4) days for the entire bargaining unit per calendar year. All requests for leave pursuant to paragraphs 7.3 and 7.4 shall be submitted in writing to the City Manager no less than ten (10) working days prior to the date of the requested leave.
- 7.6 Any Officer or Steward of the Union shall be allowed to investigate any situation/issue brought to his/her attention by either union members or management. If the nature of the issue is such that expedited handling will result in prompt disposition thereof without interference to department operations, then management shall allow the Officer/Steward to investigate the matter while on duty, provided that City operations will always take priority over other business. It is further understood that time spent by Officers/Stewards on Union related matters while off duty is non-compensable. Time spent by Officers/Stewards processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and/or administrative hearings before appropriate authorities shall only be paid during their regularly scheduled work week.
- 7.7 Staff representatives of the Union shall be allowed to meet with employees during unpaid lunch and/or coffee breaks to the degree the meetings do not disrupt the workplace.

ARTICLE VIII: DEFENSE OF LAWSUITS

- 8.1 In accordance with RSA 31:105, the City shall indemnify and hold harmless any Union member covered by this Agreement from any and all losses, including reasonable attorney's fees of attorney (s) selected by the City and other expenses of defense, in connection with any claim, demand, action, suit or judgment arising out of any act or omission of the Union member if, at the time of the act or omission, the Union member was acting in good faith and within the scope of his/her employment or office.

ARTICLE IX: COMPENSATION AND WAGES

- 9.1 Employees shall be placed on a Merit Track (Exhibit B) in accordance with their classification grade (Exhibit A).
- 9.2 Employees will be eligible for a Merit Track advancement effective the first full pay period including their anniversary date of hire, based upon the results of a performance evaluation process that shall include, but not be limited to, a written evaluation (Exhibit C) performed by the employee's supervisor, the personnel file and such other information to determine in his/her discretion is relevant before making a recommendation to the City Manager for Merit Track advancement. The Merit Advancement Worksheet (Exhibit C) will have a total of one hundred available points. Employees that do not receive a score of 70 or better on the evaluation shall not be recommended for Merit Track advancement. Merit Track advancement will not be diminished because of financial considerations of the Department or the City.

The merit tracks attached hereto will be adjusted as follows:

- Effective July 1, 2023, 4%
- Effective July 1, 2024, 3%
- Effective July 1, 2025, 3%
- Effective July 1, 2026, 2%

Employees on the top step in the prior fiscal year shall receive, in addition to any merit track COLA adjustment, a two percent 2.0% one-time payment (not added to the base) in lieu of a step increase (must score a 70 or better on evaluation).

Any employee that is denied Merit Track advancement, may request a re-evaluation anytime between 90 and 120 days after the anniversary date. If the City Manager, after consulting with the department head, agrees that a significant improvement has been made since the original evaluation was completed, the City Manager will have the final discretion to make a final decision on whether a Merit Track advancement shall be awarded. Any such adjustment will be effective on the date of the City Manager's decision and shall not be retroactive.

ARTICLE X: WORKING OUT OF CLASSIFICATION

- 10.1 Employees assigned in writing by the City Manager, designee or Department Head to work in a position with a higher labor grade shall, after working in such position for two (2) weeks, receive a non-retroactive ten percent (10%) premium on his/her base compensation, but in no case more than the base salary of the employee being replaced.

After working in such a position for six (6) weeks or more, the employee shall receive the greater of a 10% premium or the bottom of the range for that position. If the assignment to a position with a higher labor grade is planned or expected the pay arrangement above for working two (2) weeks will commence at the beginning of the assignment.

ARTICLE XI: EDUCATIONAL REIMBURSEMENTS

- 11.1 The following Educational Reimbursement Incentive Policy will apply to all City employees after one (1) year of service. The City agrees to provide reimbursement for courses if all of the following are met:
- a. The course is approved in advance by the Department Head.
 - b. The course is related to the employee's job or as part of a career development program.
 - c. There is sufficient funding in the budget for that purpose.
 - d. No more than three (3) courses per fiscal year unless approved by the City Manager.
 - e. Reimbursement for only the cost of the course will be as follows: 100% for an A grade; 90% for a B grade; and 70% for a C grade. If the course is pass/fail, a grade of pass will qualify for 100% reimbursement.

Proof of course completion and grade attainment must be submitted before reimbursement.

ARTICLE XII: LONGEVITY

- 12.1 The City provides longevity pay to full-time employees based on continuous years of service as follows:

<u>Years of Service</u>	<u>Annual Payment</u>
3 - 5	\$200.
6 - 10	\$325.
11 - 15	\$400.
16 - 20	\$550.
21 or more	\$600.

Payment shall be made annually on the payroll that includes the employee's anniversary

date.

- 12.2 The City provides longevity pay to part-time employees based on continuous years of service as follows:

<u>Years of Service</u>	<u>Annual Payment</u>
3 - 5	\$100.
6 - 10	\$165.
11 - 15	\$200.
16 - 20	\$275.
21 or more	\$300.

Payment shall be made annually on the payroll that includes the employee's anniversary date. The amount of payment will be based upon the status (part time/full time) of the employee on their anniversary date.

ARTICLE XIII: HOURS OF WORK

13.1 Non-Salaried employees:

The employees shall work days and hours determined by the Department head or the City Manager in the case of any non-salaried Department Head schedule. Overtime shall be paid for any work performed beyond the 40 hours in a week. With the exception of flex-scheduled employees, overtime shall be paid for any work performed by employees that take minutes at board and committee meetings after 6PM or working on Saturday or Sunday.

13.2 Salaried employees:

An employee who, under this Agreement, regularly receives each pay period a predetermined or fixed amount of money constituting compensation, based on a predetermined amount of wages to be paid as determined by a weekly rate and which amount is not subject to reduction because of variations in the quality or quantity of the work performed and regardless of the hours or days. Salaried employees do not have a fixed schedule.

- 13.3 The City recognizes the Union is composed of salaried and hourly, professional members whose hours and methods of work are defined by the requirements of their respective positions.

- 13.4 Non-Salaried employees may request to be compensated with compensatory time at the rate of one and one half (1 ½) hours for each hour of overtime worked. All overtime must receive the prior approval of the Department Head. If compensatory time is to be used to compensate overtime hours, the employee and the Department Head prior to the hours being worked must agree to it. Compensatory time may be accrued to a total of one hundred (100) hours. An hourly employee called back to work after normal working hours, shall be paid one and one half (1 ½) time the employee's regular hourly rate of pay

for a minimum of two (2) hours for each such call back. Any compensatory time unused at the end of the last full pay period in June will be paid at the current hourly rate in the last full payroll period in June.

ARTICLE XIV: HOLIDAYS

14.1 Employees shall have the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

And such other days as may be designated from time to time by the City Manager.

14.2 When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. If at all possible, the holidays will coincide with the Rochester School calendar, at the City Manager's discretion. The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees.

14.3 In the event that any deviation from the normal workday (i.e., early release) due to a holiday identified in paragraph 14.1 is changed, the City Manager shall provide as much notice as possible.

ARTICLE XV: VACATIONS

15.1 The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees who work a minimum of 40 hours a pay period.

15.2 Vacation time may be used after the completion of the first six (6) months of employment.

15.3 Vacation time will be accrued on a bi-weekly basis.

- 15.4 Vacation time will accrue in accordance with the following table:

Illustrative Table

0 – 5 years	3 weeks/year
6+	4 weeks/year

- 15.5 The Maximum accumulation shall be one and one-half (1.5) times the annual accumulation amount. Upon reaching the maximum accumulation, periodic additions to the total shall cease until usage reduces the accumulation.
- 15.6 The employer shall approve or reject a request for vacation time in writing within ten (10) business days, exclusive of the absence of the employee's supervisor or designee, after receiving a properly executed application for leave. If request for vacation time is rejected it shall state the reasons for the rejection. Requests for vacation time shall not be unreasonably rejected.

ARTICLE XVI: PERSONAL DAYS

- 16.1 Each eligible employee shall be entitled to two (2) non-cumulative Personal Days when hired and each year thereafter, granted on the first of the month following the employee's anniversary date. Personal days may be taken for any purpose except as substitution for suspension as a result of disciplinary action. Personal days must be scheduled and approved by the Department Head in accordance with the employee's preference and the needs of the Department, so long as notice is provided as soon as practicable.

ARTICLE XVII: SICK LEAVE

- 17.1 The provisions of this section shall apply to full-time regular employees and, on a pro-rata basis, to part-time regular employees. Sick leave shall be computed and accrued on a monthly basis, including the probationary period of an employee. Sick leave with pay shall be granted to all employees at the rate of one (1) day per calendar month worked, credited at the end of the month. Employees shall be allowed accruals up to one hundred and twenty (120) days.
- 17.2 **Earned Personal Leave:**
Employees completing six (6) consecutive months of employment without taking sick leave will be granted one (1) non-accumulative personal day. Employees may, at their discretion and with Department head approval, sell their non-accumulative personal day during the annual open enrollment period. This provision relates only to the non-accumulative personal day awarded for non-use of sick leave for six (6) consecutive months.

17.3 Family Sick:

Three additional days each year (non-accumulative from year to year) will be given to employees on the first day of the month following his/her anniversary date of hire. This family sick time may be taken by an employee when the ill health of a member of the employee's immediate family requires the employee's care. For purposes of this section, an employee's immediate family shall be deemed to be the spouse, child, stepchild, mother, father, or other dependents living in the same household. An exception may be made by the Department head where extenuating circumstances exist.

17.4 Sick leave shall be considered a matter of grace and not a privilege and shall be allowed only in case of actual illness or to keep necessary medical appointment. Sick leave shall be used in one-quarter (1/4) hour increments.

17.5 To receive compensation while absent on sick leave, the employee shall notify his/her Department head prior to the time set for beginning his/her daily duties or as may be specified by the Department Head. At the discretion of the Department head, a doctor's certificate may be required for absence due to illness in excess of three (3) consecutive days. If the Department head has a reasonable basis to believe or suspect an employee has abused sick leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days. Proof of disability may be required at any time by the City Manager, Department Head, or Division Head.

17.6 Abuse of any leave privilege may be cause for dismissal. Leave shall be recorded regularly in the personnel records and the personnel Officer shall review all sick leave records periodically and shall investigate cases, which indicate abuse of the privilege.

ARTICLE XVIII: SICK LEAVE TRANSFER

18.1 The City Manager may grant a sick leave transfer to an employee if it is determined to be in the best interests of the City and if the following conditions are met.

- a. The request must be in writing and for an extended illness of three or more week's duration.
- b. The employee must first use all other available paid leave.
- c. Employees recovering from a workers' compensation injury or illness are not eligible.
- d. Employees who wish to donate sick leave must still have 15 days left after the donation is made and may donate no more than 5 days in one year.
- e. Donations are strictly voluntary and anonymous.
- f. Donations of leave under this section do not affect eligibility for receipt of a personal day for not using sick leave in a twelve-month period.

ARTICLE XIX: BEREAVEMENT LEAVE

19.1 Bereavement Leave:

Bereavement Leave shall be granted as follows:

- a. Bereavement leave of five (5) working days, without any loss of pay in the event of death of:
 - Spouse/Partner
 - Child/Step Child
- b. Bereavement leave of three (3) working days, without any loss of pay in the event of death of his/her:
 - Mother/Step Mother/Mother-in-Law
 - Father/Step Father/Father-in-Law
 - Brother/Step Brother
 - Sister/Step Sister
 - Grandchild/Step Grandchild
 - Daughter-in-Law
 - Son-in Law
- c. Bereavement 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:
 - Aunt/Uncle
 - Niece/Nephew
 - Grandparent/Step/in-Law
 - Sister-in-Law
 - Brother-in-Law
- d. Under extenuating circumstances, two (2) additional days with pay may be granted under sections 1, 2, and 3 above with the written request to your department director or his/her designee and final approval from the City Manager.

ARTICLE XX: JURY DUTY

- 20.1 An employee called as a juror will be paid the difference between the fees received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's Department Head. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

ARTICLE XXI: MILITARY LEAVE

- 21.1 Any permanent employee who is a member of the Reserve Component of the Armed Forces of the United States, and is activated or required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed three (3) weeks in any one (1) year. The City will augment any military leave pay received by the unit member from the federal government up to the net wages the member would have received had she/he been working for the City during the same pay period.
- 21.2 Any member that chooses to invoke the military leave clause should submit to Human Resources their military orders once received. The member will take leave without pay during active duty and continue to pay applicable benefit deductions while on leave. Once returned from active duty, the member will submit to Human Resources their military leave pays from the federal government. If augmentation of pay is required, the member will receive compensation the following pay period of receipt of military pay.

ARTICLE XXII: LEAVE OF ABSENCE

- 22.1 Leave without pay may be granted upon the recommendation of the Department head and approved by the City Manager. The City Manager may grant leaves without pay for such purposes and under such conditions as deemed in the best interest of the employee and the City. A leave of absence without pay may be granted with no loss of employment rights.

ARTICLE XXIII: EMERGENCY CLOSINGS

- 23.1 In the event that the City Manager determines that City services will be curtailed and/or limited due to storms, power outages or other unforeseen circumstances, the non-essential employees so notified shall not be required to report to work, or employees who have reported for work shall be released without loss of pay. When an employee is unable to report to work due to weather conditions, and the City Manager has not curtailed and/or limited city services, the employee may draw from vacation time or other appropriate leave. Employees who are not working and out on leave when City services are curtailed shall not be compensated for the emergency closing day. The provisions of this section shall apply to full and part-time regular employees (to include probationary employees for regular positions).

ARTICLE XXIV: WORKERS' COMPENSATION

- 24.1 An employee out of work due to a job-connected injury shall receive workers' compensation. The difference between the amount paid to the employee through workers'

compensation and the employee's regular wage shall be paid to the employee by the City for a period of the first twenty (20) work days of said job connected injury; said amount shall not be charged against the employee's accumulated sick leave or vacation time. The actual payment of wages shall be a combination of the workers' compensation benefit as determined by the Department of Labor and a supplemental payment by the City which will be the difference between the workers' compensation payment and the employee's regular compensation, to be paid on a bi-weekly basis.

- 24.2 At the end of the twenty (20) day period of said job connected injury, the employee shall continue to receive both workers' compensation benefit and the difference between that benefit and the employee's regular compensation, except that the differential between the workers' compensation benefit and the employee's regular compensation shall be charged against the employee's accrued sick leave, if any, and thereafter, against vacation leave. The employee may elect to receive only the workers' compensation benefit and decline to receive the differential between the workers' compensation benefit and the regular weekly compensation, so as to avoid the charge against sick leave or vacation leave.
- 24.3 In the event that a physician finds that the employee is permanently incapacitated, the employee shall apply for NHRS disability retirement benefits. If the employee is awarded a disability retirement under the provisions of the New Hampshire Retirement Law, the commencement of payments under the New Hampshire Retirement Law shall end the City's obligation to provide the difference between the workers' compensation payment and the employee's regular compensation, to be paid on a bi-weekly basis.

ARTICLE XXV: TEMPORARY ALTERNATE DUTY

- 25.1 In accordance with RSA 281-A:23-b, employees will be provided temporary alternate work opportunities if disabled by a work-related injury or illness. The City will make every effort to utilize Temporary Alternative work opportunity if they are appropriate to the situation. As soon as the treating physician has released the employee to lighter duties than his/her current position requires, the employee will be called upon to return to employment in a temporary alternative position. Such re-assignment may be to different duties or a different work schedule and may include assignment to a different division or position within the City of Rochester subject to limitations deemed necessary by the employees' physician.

ARTICLE XVI: UNIFORMS

- 26.1 Items to be provided for Parking Enforcement Officer and Animal Control Officer; the city shall provide all articles of uniforms and equipment which are required by the City. All such articles which are determined by the City to have been damaged in the line of duty shall be repaired or replaced by the City.

26.2 Items to be provided for the positions of Assessing Technician, Compliance Officer, Field Assessor and Code Enforcement Inspectors. For employees in these classifications, the City shall provide the following on an annual basis:

- \$200 for pre-approved protective footwear
- Six shirts with City identification
- One three season jacket with City identification

ARTICLE XXVII: RETIREMENT

27.1 Membership in the State of New Hampshire Retirement System is mandatory for all full-time regular employees. The employee's share of cost for the retirement benefit shall be deducted from the employee's pay in accordance with amounts established by the New Hampshire Retirement System.

ARTICLE XXVIII: FLEXIBLE BENEFITS PROGRAM

With the exception of the Health Plans offered and provisions for selling accrued leave, the meaning and intent is to provide the same level of benefit and coverage under the Flexible Benefit Program that is available to employees prior to the implementation of this Agreement.

28.1 **Health Insurance:**

All employees shall be provided with comprehensive medical insurance coverage by the City of Rochester. The City's contribution to medical insurance premiums will be limited to 80% of the total premium of PLAN A towards PLAN A, PLAN B, or PLAN C.

Plan A – ABSOS20/40/1KDED (07L) - RX 10/20/45

Plan B – ABSOS25/50/3KDED (07L) - RX 10/20/45

Plan C – Lumenos2500 (07L) – RX Anthem

Summary of Benefits and Coverage (SBC) documents for each medical plan are attached as Exhibit D.

- a. The employee share of premiums shall be paid by the individual employee through payroll deductions.
- b. During the City's open enrollment period, employees may opt to buy or sell back to the City up to six (6) days of accrued vacation hours and/ or sell back to the City one (1) day of accrued earned personal hours to reduce their share of medical, dental, and/or supplemental life insurance. However, after the exchange, the employee still must have at least five (5) days of vacation leave.

- c. The City and the Union agree that the City reserves the right to select and substitute alternative health plans to replace the existing health plans identified above. Such alternative plans must provide employees with services that are equal or comparable to the above-mentioned plans. The Union will also agree that the City may add any other plans as long as the plans are optional.

28.2 Opt-Out/Opt-Down Incentive:

Employees that have medical coverage through their spouse may choose to “opt out” or “opt down” of participation in the City-sponsored plan. If employees opt out or opt down, they will receive a portion of the monthly premium savings that can be used to offset the cost of other benefits or receive it as taxable compensation in their paychecks throughout the year. The amount the employee can receive depends on their eligible coverage level, as shown in this chart:

Eligible Coverage Level*	Annual Opt-Out Amount
Family Coverage	\$2,400
2-Person Coverage	\$1,600
Single Coverage	\$1,000

Eligible/Chosen Level**	Annual Opt-Down Amount
Family to Single Coverage	\$1,200
Family to 2-Person Coverage	\$750
2-Person to Single Coverage	\$750

*Eligible coverage level refers to the number of eligible dependents the employee has.

**Eligible/chosen coverage level refers to an employee that chooses a plan lower than their eligible coverage level.

To opt out, employees must provide proof of comprehensive insurance coverage elsewhere.

- 28.3 The parties reserve the limited right to re-open this Agreement in the event that unanticipated changes in health insurance regulations and/or costs substantially increase, alter or impair the financial obligations of the parties or subject its health insurance plans to fines, taxes and/or penalties. Nothing herein shall obligate either party to reach agreement on any change after the reopening of the Agreement and if no agreement is reached then the current Agreement shall remain in full force and effect.

28.4 **Reimbursement Accounts:**

Reimbursement accounts offer a tax effective way to pay certain healthcare and dependent care expenses. Two types of reimbursement accounts are available to all employees:

- **Medical Flexible Spending Account:** maximum annual contribution is equal to the IRS contribution limit.
- **Dependent Care Flexible Spending Account:** maximum annual contribution – the lesser of the follows:
 - \$5,000 if you are married and file joint tax returns, or if you are single,
 - \$2,500 if you are married and file separately, or
 - The lower of you and your spouse's income.

These deductions shall be pro-rated for employees who are employed for less than a full calendar year.

28.5 **Dental Insurance:**

All employees covered by this Agreement are provided with a Delta Dental Plan through HealthTrust. The City contributes up to three hundred dollars (\$300.00) per year towards the cost of this benefit. Employees pay the premium cost above \$300.00 through payroll deduction. The Base Option 5 Coverage A, B; Mid Option 3D Coverage A, B, C and High Option 1S coverage A, B, C, and D are available to the employee in either Single, Two-Person or Family Plans.

28.6 **Disability Income Protection:**

Full Coverage Plan

The Full Coverage Plan is mandatory for employees hired after November 1, 1998. It includes three separate and distinct elements:

- a. Sick Leave Account
- b. Short-Term Disability (STD) Plan
- c. Long-Term Disability (LTD) Plan

Limited Plan

With this plan, if you are unable to work because of accident or illness, you will receive 100 percent of your salary for as many sick days as you have accrued, to a maximum of 120 days.

Limited Plan Plus

Employees hired prior to November 1, 1998, may continue their participation in the sick leave program in place at that time and purchase LTD insurance.

28.7 Life Insurance:

The City pays 100% of the cost of a basic amount of life insurance protection for all employees. This “core coverage” is equal to one times the employee’s base salary. Employees can choose to purchase additional “supplemental coverage”. The cost of any additional insurance will be made through payroll deductions or offset by any remaining city-provided benefit funds.

ARTICLE XXIX: MEDICAL INSURANCE FOR PART-TIME EMPLOYEES

- 29.1 Employees classified as part-time (less than 35 hours/week) shall be eligible to enroll in the same medical plan(s) that are offered to full-time employees at their own expense.

ARTICLE XXX: REDUCTIONS IN FORCE

- 30.1 In the event of layoff, the City shall lay off in inverse order of employment in the class and department involved. The Department head shall give written notice to the employees affected by a layoff four (4) weeks before the effective date of the action. If there is a recall within fourteen (14) months for positions made vacant by a layoff, available laid-off employees shall be recalled according to classification and seniority. Seniority and accumulated leave (if not paid to the employee upon layoff) shall be restored to the level attained at the time of layoff if recalled within fourteen (14) months.
- 30.2 Employees who are eligible for recall shall be sent a recall notice by registered mail, return receipt requested. The employee must notify the City Manager within three (3) weeks after receiving the notice of recall of their intention to return to work. Failure by the employee to so notify the City Manager shall represent a decision not to accept the recall. The City shall be deemed to have fulfilled its obligations under this section by mailing the recall notice by registered mail, return receipt requested, to the last address provided by the employee. It shall be the obligation and responsibility of the employee to immediately notify the City Manager of any changes in mailing address during the fourteen (14) month period from layoff provided by this section, or extension thereof.

ARTICLE XXXI: SEPARATION PAYMENTS AND BENEFITS

For full-time employees, ‘Retirement or Retire’ as used in this Agreement shall mean withdrawal from active service having been granted a retirement allowance by the New Hampshire Retirement System (NHRS) and the employee actually drawing such a retirement allowance no later than 90 days after separation.

For full-time and part-time employees, ‘Resignation’ shall be defined as voluntarily separating from employment with the City other than for the purposes of retirement.

Dismissal During the Probationary Period, If at any time during the probationary period, the agency head determines that the services of a new or rehired employee have been unsatisfactory, the employee may be dismissed from his/her position without right of appeal or grievance. Written notice of such dismissal shall be given to the employee.

- 31.1 Upon receipt of a signed letter of intent to separate from the service with the City of Rochester, a severance payment shall be issued as follows:

Vacation: Upon resignation or retirement, 100% of accumulated vacation after completion of the 6 months probationary period. If an employee resigns from the City during his probationary period, vacation pay-out will be pro-rated based upon his service time. The maximum payout shall not exceed one and one-half (1.5) times the annual accrual amount.

Sick: 75% of accumulated sick time shall be paid if the employee has been granted a retirement allowance from the NHRS and is actually drawing such an allowance within 90 days of separation. Employees who terminate their employment through retirement shall be entitled to a lump sum payment for three-quarters of the number of accumulated days due at the rate of pay at the time of termination of service, not to exceed seventy-five percent of one hundred and twenty (120) days accumulated sick leave. For the purpose of this section, retirement shall be defined as having completed ten (10) consecutive years of service with the City of Rochester and being eligible to retire under the New Hampshire Retirement System or other retirement plan paid in part or in full by the City.

Sick: 50% of accumulated sick time shall be paid if the employee submits his/her resignation and has completed ten (10) years of continuous service with the City of Rochester at the time of separation. Employees who terminate their employment by voluntary resignation, and who have served at least ten (10) years with the City of Rochester, shall be entitled to a lump sum payment for one-half of the accumulated sick leave due them, at the employee's rate of pay at the time of termination, not to exceed fifty (50%) percent of one hundred and twenty (120) days accumulated sick leave.

Personal: Upon resignation or retirement, 100% of accumulated personal time.

Earned Personal: Upon resignation or retirement, 100% of accumulated earned personal time.

Compensatory Time (Comp Time): Upon resignation or retirement, 100% of accumulated comp time.

Longevity: Upon resignation or retirement, pro-rated amount calculated from the employee's anniversary date of hire to the employee's date of separation.

The employee shall not receive any accrued benefits except compensatory time if the employee is dismissed during the probationary period.

For purposes of determining sick and vacation benefits, the number of days for each shall be based upon the employee's accruals and his/her per diem rate at the time of separation.

In the event of termination by reason of death, said payment in the amount of 100% of accrued sick leave shall be made to his/her beneficiary.

Clothing: Employees, at the time of separation of employment, are required to return all articles of uniforms, clothing and equipment which were provided by the City.

ARTICLE XXXII: SEPERABILITY

- 32.1 Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement shall remain in force.

ARTICLE XXXIII: COPIES

- 33.1 The City shall file a copy of this Agreement with the New Hampshire Public Relations Board within fourteen (14) days of its execution. The Agreement shall also be available to bargaining unit members on the City's website.

ARTICLE XXXIV: DURATION

- 34.1 This Agreement shall be effective on July 1, 2023, and shall expire on June 30, 2027. Nothing in this Agreement will be retroactive unless it is specifically described as such, and the cost of such items is specifically approved by the City Council.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Negotiating Committee on this the ____ day of June 2023.

Rochester Municipal Employees Group

City of Rochester

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Chief Negotiator

Chief Negotiator

Approved by a majority vote of the Rochester City Council and Mayor on March 7, 2023.

City Clerk (Seal)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Negotiating Committee on this the 11th day of June 2023.

Rochester Municipal Employees Group

City of Rochester

By: Cynthia Holmway

By: Bleu Cox

By: [Signature]

By: _____

By: _____

By: _____

[Signature]
Chief Negotiator

[Signature]
Chief Negotiator

Approved by a majority vote of the Rochester City Council and Mayor on March 7, 2023.

Kelly Walters (Seal)
City Clerk

EXHIBIT A: CLASSIFICATION GRADES

<u>Grade</u>	<u>Classification Title</u>
4	Administrative Assistant I
6	Administrative Assistant II
2	Administrative Technician I
5	Administrative Technician II
7	Assessor I
10	Assessor II
6	Account Clerk
6	Animal Control Officer
4	Arena Attendant
9	Case Worker
8	Community Development Coordinator
10	Compliance Officer
9	Construction Inspector
6	Crime Analyst
10	Economic Development Specialist
11	Electrical Inspector (Building/Mechanical Inspector)
6	Evidence Technician
11	GIS/Asset Management Technician
10	GIS/Construction Technician
9	Government Channel Coordinator
11	Health Inspector (Health/Plumbing Inspector)
9	IT Technician
9	Juvenile Division Coordinator
3	Parking Enforcement Officer
9	Planner I
8	Recreation Marketing & Program Coordinator
10	Planner II
6	Utility Billing Administrator
5	Welfare Intake Worker

EXHIBIT B: MERIT TRACK

FY24	4% COLA											
Grade	1	2	3	4	5	6	7	8	9	10	11	12
2	17.27	17.74	18.23	18.73	19.25	19.78	20.32	20.88	21.45	22.04	22.65	23.27
3	18.16	18.66	19.17	19.70	20.24	20.79	21.37	21.95	22.56	23.18	23.81	24.47
4	19.04	19.57	20.11	20.66	21.23	21.81	22.41	23.03	23.66	24.31	24.98	25.67
5	20.00	20.55	21.11	21.69	22.29	22.90	23.53	24.18	24.84	25.53	26.23	26.95
6	22.04	22.65	23.27	23.91	24.57	25.24	25.94	26.65	27.38	28.14	28.91	29.70
7	23.14	23.78	24.43	25.11	25.80	26.51	27.24	27.98	28.75	29.54	30.36	31.19
8	24.30	24.97	25.66	26.36	27.09	27.83	28.60	29.38	30.19	31.02	31.88	32.75
9	26.83	27.57	28.33	29.11	29.91	30.73	31.58	32.45	33.34	34.25	35.20	36.16
10	28.18	28.95	29.75	30.56	31.41	32.27	33.16	34.07	35.00	35.97	36.96	37.97
11	30.30	31.13	31.99	32.87	33.77	34.70	35.65	36.63	37.64	38.67	39.74	40.83
12	32.83	33.73	34.66	35.61	36.59	37.60	38.63	39.69	40.79	41.91	43.06	44.24
FY25	3% COLA											
Grade	1	2	3	4	5	6	7	8	9	10	11	12
2	17.79	18.28	18.78	19.30	19.83	20.37	20.93	21.51	22.10	22.71	23.33	23.97
3	18.70	19.22	19.74	20.29	20.84	21.42	22.01	22.61	23.23	23.87	24.53	25.20
4	19.61	20.15	20.71	21.28	21.86	22.46	23.08	23.72	24.37	25.04	25.73	26.44
5	20.60	21.16	21.74	22.34	22.96	23.59	24.24	24.90	25.59	26.29	27.01	27.76
6	22.70	23.33	23.97	24.63	25.30	26.00	26.71	27.45	28.20	28.98	29.78	30.60
7	23.84	24.49	25.17	25.86	26.57	27.30	28.05	28.82	29.62	30.43	31.27	32.13
8	25.03	25.72	26.43	27.15	27.90	28.67	29.46	30.27	31.10	31.95	32.83	33.74
9	27.64	28.40	29.18	29.98	30.81	31.65	32.52	33.42	34.34	35.28	36.25	37.25
10	29.02	29.82	30.64	31.48	32.35	33.24	34.15	35.09	36.06	37.05	38.07	39.11
11	31.21	32.06	32.95	33.85	34.78	35.74	36.72	37.73	38.77	39.84	40.93	42.06
12	33.81	34.74	35.70	36.68	37.69	38.73	39.79	40.88	42.01	43.16	44.35	45.57
FY26	3% COLA											
Grade	1	2	3	4	5	6	7	8	9	10	11	12
2	18.32	18.82	19.34	19.87	20.42	20.98	21.56	22.15	22.76	23.39	24.03	24.69
3	19.26	19.79	20.34	20.90	21.47	22.06	22.67	23.29	23.93	24.59	25.26	25.96
4	20.20	20.76	21.33	21.92	22.52	23.14	23.77	24.43	25.10	25.79	26.50	27.23
5	21.21	21.80	22.40	23.01	23.64	24.30	24.96	25.65	26.36	27.08	27.82	28.59
6	23.38	24.03	24.69	25.37	26.06	26.78	27.52	28.27	29.05	29.85	30.67	31.51
7	24.55	25.23	25.92	26.64	27.37	28.12	28.89	29.69	30.51	31.34	32.21	33.09
8	25.78	26.49	27.22	27.97	28.74	29.53	30.34	31.17	32.03	32.91	33.82	34.75
9	28.47	29.25	30.06	30.88	31.73	32.60	33.50	34.42	35.37	36.34	37.34	38.37
10	29.89	30.71	31.56	32.43	33.32	34.23	35.18	36.14	37.14	38.16	39.21	40.29
11	32.14	33.03	33.93	34.87	35.83	36.81	37.82	38.86	39.93	41.03	42.16	43.32
12	34.83	35.79	36.77	37.78	38.82	39.89	40.98	42.11	43.27	44.46	45.68	46.94
FY27	2% COLA											
Grade	1	2	3	4	5	6	7	8	9	10	11	12
2	18.69	19.20	19.73	20.27	20.83	21.40	21.99	22.60	23.22	23.85	24.51	25.18
3	19.65	20.19	20.74	21.31	21.90	22.50	23.12	23.76	24.41	25.08	25.77	26.48
4	20.61	21.17	21.76	22.35	22.97	23.60	24.25	24.92	25.60	26.31	27.03	27.77
5	21.64	22.23	22.84	23.47	24.12	24.78	25.46	26.16	26.88	27.62	28.38	29.16
6	23.85	24.51	25.18	25.87	26.58	27.32	28.07	28.84	29.63	30.45	31.28	32.14
7	25.04	25.73	26.44	27.17	27.92	28.68	29.47	30.28	31.12	31.97	32.85	33.75
8	26.30	27.02	27.76	28.53	29.31	30.12	30.95	31.80	32.67	33.57	34.49	35.44
9	29.04	29.84	30.66	31.50	32.37	33.26	34.17	35.11	36.08	37.07	38.09	39.13
10	30.49	31.33	32.19	33.07	33.98	34.92	35.88	36.87	37.88	38.92	39.99	41.09
11	32.78	33.69	34.61	35.56	36.54	37.55	38.58	39.64	40.73	41.85	43.00	44.18
12	35.52	36.50	37.50	38.54	39.60	40.68	41.80	42.95	44.13	45.35	46.60	47.88

EXHIBIT C: EVALUATION FORM

Employee Name: _____

Position Title: _____

Department and Supervisor: _____

Appraisal Period: From: _____ To: _____

Type of Performance Appraisal:

☐

Annual

☐

End of Introductory Period

☐

Other (Describe): _____

A. Objectives of Performance Appraisal Process

- To provide the employee with an evaluation of their work performance.
- To provide the employee with a formal opportunity to provide input on their work performance and goals.
To identify and document the employee's strengths and areas for improvement, and to specify goals for improving performance as needed.
- To provide clear expectations regarding the employee's goals and priorities for the next evaluation period.
- To inform decisions regarding appropriate compensation based on performance.
- To inform decisions regarding transfers, promotions and continued employment with the City.

B. Performance Rating Descriptions

COMMENDABLE (C): Performance consistently meets and frequently exceeds all position requirements and expectations. Quality and quantity of work usually exceed standards for the position.

FULLY COMPETENT (FC): Performance consistently meets position requirements and expectations, and sometimes exceeds expectations. Exhibits skills and abilities needed to effectively accomplish job responsibilities.

NEEDS IMPROVEMENT (NI): Performance sometimes meets position requirements and expectations, but not always. Frequently needs direction or assistance in fulfilling responsibilities. Improvements are needed to become fully competent.

UNSATISFACTORY (U): Performance falls seriously below expectations for the position. Immediate improvement is needed.

C. Performance Factors

For each section, provide a rating and specific examples and comments to support the rating. Consideration should be given to overall performance within the specific subject area based upon reasonable expectations for time in rank.

a) Job Knowledge and Skills

Understanding of job responsibilities and skill in performing job (based on relative length of service).

Performance rating: **C FC NI U**

Examples and Comments:

b) Quality of Work

Accuracy and thoroughness of work; degree to which work meets expected standards; demonstrated ability to use good judgment and make good decisions.

Performance rating: **C FC NI U**

Examples and Comments:

c) Dependability/Attendance

Conscientiousness in performing job duties; reliability; attendance & punctuality.

Performance rating: **C FC NI U**

Examples and Comments:

d) Policy & Procedures

Understanding of and compliance with City policies (including dress code), procedures and practices associated with position; compliance with any applicable local requirements for position; attention to safety.

Performance rating: **C FC NI U**

Examples and Comments:

e) Cooperation, Teamwork & Initiative

Demonstrated ability to work positively and effectively with others; ability to adapt to changes; and accept or share new responsibilities as a team player.

Performance rating: **C FC NI U**

Examples and Comments:

f) Courtesy and Service Quality

Demonstrated respect and courtesy shown to members of the public, customers, colleagues and supervisors; commitment to providing consistent quality service.

Performance rating: C FC NI U

Examples and Comments:

D. GOALS

1) Review of Previous Goals

After reviewing the employee's goals in the previous performance appraisal, identify each goal and the extent to which the employee met each goal:

2) Future Goals

List in order of priority the major goals for the next year.

E. Notable Accomplishments

If applicable, identify any other notable accomplishments by the employee that contributed to the success of City operations, customer relations or other areas.

F. Areas Requiring Improvement

For any performance factor in Section C where the employee received a rating of Needs Improvement or Unsatisfactory, provide specific action steps for the employee and deadline for achieving improvement.

G. Overall Performance Rating
Comments:

C FC NI U

H. Acknowledgment and Signatures

Supervisor: I discussed this performance appraisal with the employee on _____.

Supervisor Signature Date: _____

Employee: This performance appraisal was discussed with me. I have reviewed this appraisal and understand its contents. I understand that I have the right to attach a response to this form.

Employee Signature Date: _____

City Manager

City Manager's signature Date: _____

Merit Advancement Worksheet

Employee Name: _____

Department and Supervisor: _____

Appraisal Period: From: _____ To: _____

a. Job Knowledge and Skills (Maximum of 20 Points)

Performance Rating: C FC NI U Points: _____

b. Quality and of Work (Maximum of 20 Points)

Performance Rating: C FC NI U Points: _____

c. Dependability/Attendance (Maximum of 15 Points)

Performance Rating: C FC NI U Points: _____

d. Policy & Procedures (Maximum of 15 Points).

Performance Rating: C FC NI U Points: _____

e. Cooperation, Initiative & Teamwork (Maximum of 20 Points)

Performance Rating: C FC NI U Points: _____

f. Courtesy & Service Quality (Maximum of 10 Points)

Performance Rating: C FC NI U Points: _____

SCORING KEY:	10 point scale	15 point scale	20 point scale
COMMENDABLE (C)	10	15	20
FULLY COMPETENT (FC)	7.5	11.25	15
NEEDS IMPROVEMENT (NI)	4	6	8
UNSATISFACTORY (U)	0	0	0

Total Points awarded: _____ Merit Track Advance*: Yes _____ No _____

Department Head

Date


City Manager Approval

Date

*Merit Track advancement for total points of 70 or above.

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

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

Do you need a <u>referral</u> to see a <u>specialist</u> ?	No. You do not need a <u>referral</u> to see a <u>network specialist</u> .	with your <u>provider</u> before you get services. You can see the <u>specialist</u> you choose without a <u>referral</u> .		
 All <u>copayment</u> and <u>coinsurance</u> costs shown in this chart are after your <u>deductible</u> has been met, if a <u>deductible</u> applies.				
Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a <u>health care provider's office</u> or <u>clinic</u>	Primary care visit to treat an <u>injury</u> or <u>illness</u>	\$20 <u>copay</u> per visit, <u>deductible</u> does not apply	Not covered	Virtual visits (Telehealth) benefits available.
	<u>Specialist</u> visit	\$40 <u>copay</u> per visit, <u>deductible</u> does not apply	Not covered	Virtual visits (Telehealth) benefits available.
	<u>Preventive care / screening / immunization</u>	No charge	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a <u>test</u>	<u>Diagnostic test</u> (x-ray, blood work)	0% <u>coinsurance</u>	Not covered (unless at in-network facility or an emergency department)	Services at a Site of Service provider are covered at 100%. Otherwise, <u>deductible</u> applies.
	<u>Imaging</u> (CT/PET scans, MRIs)	0% <u>coinsurance</u>	Not covered (unless at in-network facility or an emergency department)	Services at a Site of Service provider are covered at 100%. Otherwise, <u>deductible</u> applies.
If you need <u>drugs</u> to treat your illness or condition More information about <u>prescription drug coverage</u> is available at 1-888-726-1631 or www.caremark.com	Generic drugs	\$10/prescription (retail) \$10/prescription (mail service), <u>deductible</u> does not apply	Your <u>copay</u> and any <u>balance billing</u> , <u>deductible</u> does not apply.	There is a limit of a 34 day supply at retail and a 90 day supply at mail service. Limitations may apply to specific drugs and programs. You pay the <u>network copay</u> when using a CVS Caremark participating pharmacy.
	Preferred brand drugs	\$20/prescription (retail) \$20/prescription (mail service), <u>deductible</u> does not apply	Your <u>copay</u> and any <u>balance billing</u> , <u>deductible</u> does not apply.	
	Non-preferred brand drugs	\$45/prescription (retail) \$45/prescription (mail service), <u>deductible</u> does not apply	Your <u>copay</u> and any <u>balance billing</u> , <u>deductible</u> does not apply.	
	<u>Specialty drugs</u>	No coverage (retail); Prescription <u>copay</u> (mail service), <u>deductible</u> does not apply	Not covered	<u>Specialty drugs</u> are available through preferred mail service only.

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

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

Excluded Services & Other Covered Services:

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

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

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

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

For Medical Claims:

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

For Prescription Drug Claims:

Prescription Claim appeals MC109
CVS Caremark
PO Box 52084
Phoenix, AZ 58072-2084

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

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

About these Coverage Examples:



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

Peg is Having a Baby

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

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

This EXAMPLE event includes services like:

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

Total Example Cost \$12,700

In this example, Peg would pay:

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

Managing Joe's type 2 Diabetes

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

- The plan's overall deductible \$1,000
- Specialist copayment \$40
- Hospital (facility) coinsurance 0%
- Other coinsurance 20%

This EXAMPLE event includes services like:

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

Total Example Cost \$5,600

In this example, Joe would pay:

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

Mia's Simple Fracture

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

- The plan's overall deductible \$1,000
- Specialist copayment \$40
- Hospital (facility) coinsurance 0%
- Other coinsurance 20%

This EXAMPLE event includes services like:

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

Total Example Cost \$2,800


In this example, Mia would pay:

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

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

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

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$3,000 individual/\$9,000 family.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Network preventive care</u> , <u>network office visits</u> and <u>prescription drugs</u> are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	Yes. \$100 for Durable Medical Equipment coverage. There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific deductible amount before this <u>plan</u> begins to pay for these services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	For medical expenses and prescription expenses combined: \$5,000 individual/\$10,000 family.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, <u>out-of-network</u> expenses and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. Access Blue New England. See www.anthem.com or call 1-833-388-1239 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before

Do you need a <u>referral</u> to see a <u>specialist</u> ?		No. You do not need a <u>referral</u> to see a <u>network specialist</u> .	you get services. You can see the <u>specialist</u> you choose without a <u>referral</u> .	
 All <u>copayment</u> and <u>coinsurance</u> costs shown in this chart are after your <u>deductible</u> has been met, if a <u>deductible</u> applies.				
Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply	Not covered	Virtual visits (Telehealth) benefits available.
	<u>Specialist</u> visit	\$50 <u>copay</u> per visit, <u>deductible</u> does not apply	Not covered	Virtual visits (Telehealth) benefits available.
	<u>Preventive care / screening / immunization</u>	No charge	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	0% <u>coinsurance</u>	Not covered (unless at in-network facility or an emergency department)	Services at a Site of Service provider are covered at 100%. Otherwise, <u>deductible</u> applies.
	Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	Not covered (unless at in-network facility or an emergency department)	Services at a Site of Service provider are covered at 100%. Otherwise, <u>deductible</u> applies.
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at 1-888-726-1631 or www.caremark.com	Generic drugs	\$10/prescription (retail) \$10/prescription (mail service), <u>deductible</u> does not apply	Your <u>copay</u> and any <u>balance billing</u> , <u>deductible</u> does not apply.	There is a limit of a 34 day supply at retail and a 90 day supply at mail service. Limitations may apply to specific drugs and programs. You pay the <u>network copay</u> when using a CVS Caremark participating pharmacy.
	Preferred brand drugs	\$20/prescription (retail) \$20/prescription (mail service), <u>deductible</u> does not apply	Your <u>copay</u> and any <u>balance billing</u> , <u>deductible</u> does not apply.	
	Non-preferred brand drugs	\$45/prescription (retail) \$45/prescription (mail service), <u>deductible</u> does not apply	Your <u>copay</u> and any <u>balance billing</u> , <u>deductible</u> does not apply.	
	<u>Specialty drugs</u>	No coverage (retail); Prescription <u>copay</u> (mail service), <u>deductible</u> does not apply	Not covered	<u>Specialty drugs</u> are available through preferred mail service only.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgical facility)	\$0 <u>copay</u> or 0% <u>coinsurance</u>	Not covered	Services at a Site of Service provider are covered at 100%. Otherwise, deductible applies. Costs may vary by Site of Service.
	Physician/surgeon fees	\$0 <u>copay</u> or 0% <u>coinsurance</u>	Not covered (unless at in-network facility)	
If you need immediate medical attention	<u>Emergency room care</u>	\$150 <u>copay</u> before deductible, 0% <u>coinsurance</u> after deductible	Covered as In-Network	<u>Copay</u> waived if admitted
	<u>Emergency medical transportation</u>	0% <u>coinsurance</u>	Covered as In-Network	-----none-----
	<u>Urgent care</u>	\$75 <u>copay</u> before deductible, 0% <u>coinsurance</u> after deductible	Covered as In-Network	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	Not covered	-----none-----
	Physician/surgeon fees	0% <u>coinsurance</u>	Not covered (unless at in-network facility)	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit \$25 <u>copay</u> per visit, <u>deductible</u> does not apply Other Outpatient 0% <u>coinsurance</u>	Office Visit Not covered Other Outpatient Not covered (unless at in-network facility)	Virtual visits (Telehealth) benefits available.
	Inpatient services	0% <u>coinsurance</u>	Not covered (unless at in-network facility)	-----none-----
	Office visits	0% <u>coinsurance</u>	Not covered	-----none-----
	Childbirth/delivery professional services	0% <u>coinsurance</u>	Not covered (unless at in-network facility)	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
If you are pregnant	Childbirth/delivery facility services	0% <u>coinsurance</u>	Not covered	
	<u>Home health care</u>	0% <u>coinsurance</u>	Not covered	-----none-----
	<u>Rehabilitation services</u>	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply	Not covered (unless at in-network facility)	Coverage for physical, speech and occupational therapy is limited to 60 combined visits per member per year.
If you need help recovering or have other special health needs	<u>Habilitation services</u>	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply	Not covered (unless at in-network facility)	All rehabilitation and habilitation visits count towards your rehabilitation limit.

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

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

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

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

<ul style="list-style-type: none"> • Acupuncture (unlimited medically necessary visits) • Bariatric surgery • Chiropractic care (unlimited medically necessary visits) 	<ul style="list-style-type: none"> • Hearing aids (limited to one hearing aid per ear each time a prescription changes or every five years) • Infertility treatment 	<ul style="list-style-type: none"> • Routine eye care (Adult) (limit of one exam every two years)
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Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

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

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

For Prescription Drug Claims:
Prescription Claim appeals MC109
CVS Caremark
PO Box 52084
Phoenix, AZ 85072-2084

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

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

About these Coverage Examples:



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

Peg is Having a Baby

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

- The plan's overall deductible \$3,000
- Specialist copayment \$50
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

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

Total Example Cost \$12,700

In this example, Peg would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$3,000
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$3,070

Managing Joe's type 2 Diabetes

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

- The plan's overall deductible \$3,000
- Specialist copayment \$50
- Hospital (facility) coinsurance 0%
- Other coinsurance 20%

This EXAMPLE event includes services

like:

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

Total Example Cost \$5,600

In this example, Joe would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture

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

- The plan's overall deductible \$3,000
- Specialist copayment \$50
- Hospital (facility) coinsurance 0%
- Other coinsurance 20%

This EXAMPLE event includes services

like:

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

Total Example Cost \$2,800

In this example, Mia would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$1,200
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,400

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

⚠ The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.healthtrustnh.org or call 1-800-527-5001. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-833-385-9056 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,500 individual/ \$5,000 family.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes, preventive care is not subject to the <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	For <u>network</u> benefits: \$2,500 individual/ \$5,000 family. For out-of-network benefits: \$5,000 individual/ \$10,000 family.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, out-of-network expenses and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. Lumenos. See www.anthem.com or call 1-833-385-9056 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.

Do you need a <u>referral</u> to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .
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All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	Network Provider (You will pay the least)	What You Will Pay Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	30% <u>coinsurance</u>	Virtual visits (Telehealth) benefits available.
	<u>Specialist</u> visit	0% <u>coinsurance</u>	30% <u>coinsurance</u>	Virtual visits (Telehealth) benefits available.
	<u>Preventive care/screening/immunization</u>	No charge. <u>Deductible</u> does not apply.	30% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	0% <u>coinsurance</u>	30% <u>coinsurance</u> (unless at in-network facility or an emergency department)	-----none-----
	Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	30% <u>coinsurance</u> (unless at in-network facility or an emergency department)	-----none-----
	Generic drugs	0% <u>coinsurance</u>	30% <u>coinsurance</u>	Coinsurance after deductible applies to retail and mail service. Covers up to a 90 day supply retail and mail service.
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at 1-833-385-9056 or www.anthem.com .	Preferred brand drugs	0% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Non-preferred brand drugs	0% <u>coinsurance</u>	30% <u>coinsurance</u>	
If you have outpatient surgery	<u>Specialty drugs</u>	0% <u>coinsurance</u>	30% <u>coinsurance</u>	-----none-----
	Facility fee (e.g., ambulatory surgical facility)	0% <u>coinsurance</u>	30% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	0% <u>coinsurance</u>	30% <u>coinsurance</u> (unless at in-network facility)	-----none-----
If you need immediate medical attention	<u>Emergency room care</u>	0% <u>coinsurance</u>	0% <u>coinsurance</u>	-----none-----
	<u>Emergency medical transportation</u>	0% <u>coinsurance</u>	0% <u>coinsurance</u>	-----none-----
	<u>Urgent care</u>	0% <u>coinsurance</u>	0% <u>coinsurance</u>	-----none-----

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	30% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	0% <u>coinsurance</u>	30% <u>coinsurance</u> (unless at in-network facility)	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 0% <u>coinsurance</u> Other Outpatient 0% <u>coinsurance</u>	Office Visit 30% <u>coinsurance</u> Other Outpatient 30% <u>coinsurance</u> (unless at in-network facility)	Virtual visits (Telehealth) benefits available.
	Inpatient services	0% <u>coinsurance</u>	30% <u>coinsurance</u> (unless at in-network facility)	-----none-----
If you are pregnant	Office visits	0% <u>coinsurance</u>	30% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	0% <u>coinsurance</u>	30% <u>coinsurance</u> (unless at in-network facility)	
	Childbirth/delivery facility services	0% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Home health care	0% <u>coinsurance</u>	30% <u>coinsurance</u>	-----none-----
If you need help recovering or have other special health needs	<u>Rehabilitation services</u>	0% <u>coinsurance</u>	30% <u>coinsurance</u> (unless at in-network facility)	Coverage for physical, speech and occupational therapy is limited to 60 combined visits per member per year.
	<u>Habilitation services</u>	0% <u>coinsurance</u>	30% <u>coinsurance</u> (unless at in-network facility)	All <u>rehabilitation</u> and <u>habilitation</u> visits count towards your <u>rehabilitation</u> limit.
	<u>Skilled nursing care</u>	0% <u>coinsurance</u>	30% <u>coinsurance</u> (unless at in-network facility)	Maximum of 100 days per member per year.
	<u>Durable medical equipment</u>	0% <u>coinsurance</u>	30% <u>coinsurance</u>	-----none-----
	<u>Hospice services</u>	0% <u>coinsurance</u>	30% <u>coinsurance</u> (unless at in-network facility)	-----none-----

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	0% coinsurance	30% coinsurance	Limited to one exam per year.
	Children's glasses	Not covered	Not covered	-----none-----
	Children's dental check-up	Not covered	Not covered	-----none-----

Excluded Services & Other Covered Services:

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

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

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

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

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

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



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

Peg is Having a Baby

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

- The plan's overall deductible \$2,500
- Specialist copayment \$0
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

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

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,500
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,560

Managing Joe's type 2 Diabetes

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

- The plan's overall deductible \$2,500
- Specialist copayment \$0
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

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

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,500
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$2,520

Mia's Simple Fracture

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

- The plan's overall deductible \$2,500
- Specialist copayment \$0
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

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

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$2,500
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,500