

**AGREEMENT BETWEEN  
MANCHESTER SCHOOL DISTRICT  
AND  
TEAMSTERS UNION LOCAL NO. 633 OF N.H.**

Affiliated with the International Brotherhood of Teamsters

Expires June 30, 2015

**(Directors and Coordinators)**

## TABLE OF CONTENTS

ARTICLE ONE Purpose .....	1
ARTICLE TWO Recognition .....	1
ARTICLE THREE Management's Rights .....	1
ARTICLE FOUR Contracting and Subcontracting Out.....	2
ARTICLE FIVE Stability of Agreement.....	2
ARTICLE SIX No Strike or Lockouts .....	3
ARTICLE SEVEN Rules and Regulations .....	3
ARTICLE EIGHT Non-Discrimination .....	3
ARTICLE NINE Hours of Work.....	4
ARTICLE TEN Sick Leave Accrual and Payment.....	4
ARTICLE ELEVEN Discipline .....	5
ARTICLE TWELVE Union Rights .....	6
ARTICLE THIRTEEN Grievance Procedure.....	6
ARTICLE FOURTEEN Salaries.....	9
ARTICLE FIFTEEN Temporary Duty in a Higher Classification .....	9
ARTICLE SIXTEEN Medical/Dental Insurance .....	9
ARTICLE SEVENTEEN Bereavement Leave.....	11
ARTICLE EIGHTEEN Jury Duty/Special Leave.....	11
ARTICLE NINETEEN Education Incentive Reimbursement .....	12
ARTICLE TWENTY Layoffs.....	12
ARTICLE TWENTY-ONE Dues Deduction .....	13
ARTICLE TWENTY-TWO Life Insurance .....	14
ARTICLE TWENTY-THREE Miscellaneous .....	14
ARTICLE TWENTY-FOUR Duration .....	14
APPENDIX A Grievance Form .....	16
APPENDIX B Salary Schedule.....	17
APPENDIX C Lumenos Regional High Deductible Health Saving Account .....	18
APPENDIX C Lumenos National High Deductible Health Saving Account .....	22
APPENDIX C Blue Cross/Blue Shield HMO Access Blue New England.....	26
APPENDIX C Blue Cross/Blue Shield POS Blue Choice New England.....	28
APPENDIX C Delta Dental.....	30

1 **ARTICLE ONE**

2 **Purpose**

3  
4 The objectives of this Agreement are the promotion of harmonious and  
5 cooperative relations between the Manchester School District, the Union and members  
6 thereof; and the establishment of an equitable and peaceful procedure for the resolution  
7 of differences arising between them concerning wages, hours and other conditions of  
8 employment other than managerial policy within the exclusive prerogative of the public  
9 employer as defined in RSA 273-A. This statement of purpose shall not be subject to  
10 the grievance and arbitration provisions of this Agreement.

11 **ARTICLE TWO**

12 **Recognition**

13  
14  
15 2.1 The Manchester School District hereby recognizes Teamsters Local  
16 633 of New Hampshire, hereinafter, the "Union", as the exclusive representative of the  
17 bargaining unit for the purpose of collective bargaining with respect to wages, hours and  
18 other terms and conditions of employment other than managerial policy within the  
19 exclusive prerogative of the public employer as specified in RSA 273-A:1, XI. Such  
20 managerial prerogatives shall not be subject to the grievance and arbitration provisions  
21 of this Agreement.

22  
23 2.2 The bargaining unit is defined as follows:

24  
25 All regular full-time employees of the Manchester School District in the  
26 classifications of Assistant Director of Student Services, Athletic Director, Attendance  
27 Coordinator, Community Relations Coordinator, Court Liaison, DHH Program  
28 Coordinator, Director of Alternative Education, Director of Federal Programs, Director of  
29 GMPDC, Director of School Food and Nutrition, District Grant Writer, Facilitator Project  
30 Lead the Way, Fine Arts Director, IT Help Desk Coordinator, Medicaid Coordinator,  
31 Senior Accountant, SPED Coordinator, and Transportation Coordinator. (5/15/08  
32 Parent Involvement Coordinator added to bargaining unit. See PELRB Case No. E-  
33 0021). (1/5/2010 Supervisor of Pass Program, Data Analyst, and Supervisor of  
34 Alternative High School Program added to bargaining unit. See PELRB Case No. E-  
35 0021-1).

36  
37 All other employees are excluded from the bargaining unit.

38  
39 **ARTICLE THREE**

40 **Management's Rights**

41  
42 The Board of School Committee of the Manchester School District, the  
43 Superintendent, the Assistant Superintendents, and his/her designee(s) shall continue  
44 to have, whether exercised or not, all the rights, powers and authority heretofore  
45 existing, including but not limited to the following:  
46

1 The Board of School Committee and/or the Superintendent, the Assistant  
2 Superintendents and their designee(s) shall determine the levels and standards of  
3 service to be offered by the Manchester School District, determine the standards of  
4 selection for employment and promotion, direct the bargaining unit members, take  
5 disciplinary action, relieve bargaining unit members from duty because of lack of work,  
6 budgetary constraints or for other legitimate reasons; issue and enforce rules and  
7 regulations; maintain the efficiency of governmental operations; determine the means,  
8 methods and personnel by which the School District's operations are to be conducted;  
9 determine the content of job classifications; exercise complete control and discretion  
10 over its organization and the technology of performing its work; and fulfill all of its legal  
11 responsibilities.

12  
13 All of the rights, responsibilities and prerogatives that are inherent in the Board of  
14 School Committee, the Superintendent, the Assistant Superintendents and their  
15 designee(s) by virtue of statutory and charter provisions cannot be subject to any  
16 grievance or arbitration proceeding.

17  
18 **ARTICLE FOUR**  
19 **Contracting and Subcontracting Out**

20  
21 4.1 The right of any public agency or private individual(s) or business(es), other than  
22 the Manchester School District, to contract for work of the nature ordinarily performed  
23 by the Manchester School District, shall not be affected by this Agreement.

24  
25 4.2 The Manchester School District recognizes the concern of the Union in regard to  
26 contracting or subcontracting work which results in a reduction of the work force.

27  
28 4.3 If the Board of School Committee, and/or the Superintendent  
29 changes the method of operations which involves contracting out work which is now  
30 being performed by bargaining unit employees, the Board of School Committee and/or  
31 the Superintendent will give notice to the Union of its intention. In those cases where  
32 bargaining unit members are not absorbed into other School District positions, the  
33 Board of School Committee and/or Superintendent will provide as much advance notice  
34 of impending lay-off as is reasonably possible.

35  
36 **ARTICLE FIVE**  
37 **Stability of Agreement**

38  
39 5.1 This Agreement represents the entire agreement between the parties hereto and  
40 may not be modified in whole or in part except by an instrument in writing, duly  
41 executed by both parties.

42  
43 5.2 Should any article, section or portion thereof of this Agreement be determined to  
44 be invalid because it is in conflict with a Federal or State law or be held to be  
45 unenforceable by any court of competent jurisdiction, such determination shall apply  
46 only to the specific article, section or portion thereof specified in the decision; provided,

1 however, that all other provisions of this Agreement and the application thereof shall  
2 remain in full force and effect.

3  
4 **ARTICLE SIX**  
5 **No Strike or Lockouts**  
6

7 6.1 No bargaining unit member shall engage in, induce or encourage any strike, work  
8 stoppage, sick-in, sick-out, work slowdown, work to rule, or withholding of services from  
9 the Manchester School District.

10  
11 6.2 The Union agrees that neither it, nor any of its officers or agents, national or  
12 local, will call, institute, authorize, participate in, sanction or ratify any such strike, work  
13 stoppage, sick-in, sick-out, work slowdown, work to rule, or withholding of services from  
14 the Manchester School District. In the event of any such activity, the Manchester School  
15 District shall not be required to negotiate on the merits of the dispute which gave rise to  
16 such activity until any and all such activity has ceased.

17  
18 6.3 Should any bargaining unit member(s) engage in any activity prohibited in  
19 Section 6.1, above, the Union shall forthwith disavow any such activity in writing and  
20 shall take all reasonable means to induce such bargaining unit member(s) to terminate  
21 such activity forthwith, including but not limited to any and all disciplinary measures  
22 which may be taken pursuant to the Union's Constitution and By-laws, or similar  
23 governing document.

24  
25 6.4 In the event of any activity prohibited under Section 6.1, above, bargaining unit  
26 members participating in the same shall be subject to disciplinary action, including  
27 immediate termination.

28  
29 6.5 The Manchester School District will not engage in any lockout.

30  
31 **ARTICLE SEVEN**  
32 **Rules and Regulations**  
33

34 The rules and regulations of the Manchester School District which are now in  
35 effect or which may be promulgated or amended by the Board of School Committee or  
36 the Superintendent shall be the prime governing factor in the conduct and actions of all  
37 bargaining unit members and every such member shall be thoroughly conversant with  
38 them.

39  
40 **ARTICLE EIGHT**  
41 **Non-Discrimination**  
42

43 The Board of School Committee, the Superintendent, the Assistant  
44 Superintendents, and their designee(s) and the Union agree that there will be no  
45 discrimination against bargaining unit members on account of membership or non-  
46 membership in the Union.

1  
2 The Union officers and members agree not to bar bargaining unit members from  
3 joining or remaining in the Union, except for non-payment of dues.  
4

5  
6 **ARTICLE NINE**  
7 **Hours of Work**  
8

9 9.1 Bargaining unit members shall be assigned to work five (5) days per week, forty  
10 (40) hours per week. Determination of the work schedules shall be made by the  
11 Superintendent or his/her designee.  
12

13 **ARTICLE TEN**  
14 **Sick Leave Accrual and Payment**  
15

16 10.1 Any bargaining unit members hired by the District prior to July 1, 2007 shall be  
17 entitled to paid sick leave which shall accrue at the rate of one and one-quarter (1 ¼)  
18 work days for each completed month of service. Accrual shall include the six (6) month  
19 probationary period, but employees will not be allowed to use sick leave until they have  
20 satisfactorily completed the probationary period. Unused sick leave may be  
21 accumulated up to a maximum of one hundred twenty (120) work days.  
22

23 Employees hired after July 1, 2007 shall be entitled to paid sick leave which shall  
24 accrue at the rate of one and one-quarter (1 ¼) work days for each completed month of  
25 service. Accrual shall include the six (6) month probationary period, but employees will  
26 not be allowed to use sick leave until they have satisfactorily completed the  
27 probationary period. Unused sick leave may be accumulated up to a maximum of  
28 ninety (90) work days.  
29

30 10.2 Bargaining unit members eligible for sick leave with pay may use such sick leave  
31 for absence due to their illness or injury; or for the bargaining unit member's exposure to  
32 contagious disease.  
33

34 Bargaining unit members shall be required to substantiate sick leave in excess of  
35 three (3) days with a letter from a qualified physician or any other excuse acceptable to  
36 the Superintendent or his/her designee(s). In the case of chronic absenteeism or if the  
37 Superintendent or his/her designee(s) has reason to believe that a bargaining unit  
38 member is abusing his/her sick leave, he/she shall give the bargaining unit member a  
39 written warning. If the suspected abuse continues, the Superintendent or his/her  
40 designee(s) may request a doctor's certificate for each period of illness.  
41

42 If, after a written warning has been issued, there is a substantial improvement in  
43 the bargaining unit member's sick leave record for twelve (12) months, the written  
44 warning shall be removed from the bargaining unit member's record.  
45

1 10.3 When a bargaining unit member terminates his/her employment with the  
2 Manchester School District, all sick leave credits shall be canceled, except in cases of  
3 paid retirement with twenty (20) years of service in the Manchester School District. In  
4 such cases, accrued sick leave shall be payable to the bargaining unit member or  
5 his/her designated beneficiary; provided however, that payment shall not exceed ninety  
6 (90) days.

7  
8 Employees hired after July 1, 2009 shall be entitled to payment for accrued sick  
9 leave, under the conditions specified above; provided however, that payment shall not  
10 exceed sixty (60) days.

11  
12 10.4 Bargaining unit members must use all of their accrued sick leave and all other  
13 accrued paid leave before they will be allowed to use unpaid leave for personal illness  
14 or injury or exposure to contagious disease.

15  
16 10.5 Absence Without Leave

17  
18 Any bargaining unit member who is absent from duty shall report the reason  
19 therefor to his/her supervisor prior to the date of absence unless there are extenuating  
20 circumstances. All unauthorized and unreported absence shall be considered absence  
21 without leave and deduction of pay shall be made for the period of absence. Such  
22 absence may be grounds for disciplinary action.

23  
24 10.6 Long Term Disability Income Plan

25  
26 The Board shall provide a long term disability income plan for each bargaining  
27 unit member who enrolls in said plan. The schedule of benefits of such plan is set forth  
28 in Appendix C. The Board may, in its sole discretion, obtain such benefits from a  
29 source of its choice, provided that the schedule of benefits is equivalent to that schedule  
30 of benefits set forth in Appendix C.

31  
32 **ARTICLE ELEVEN**  
33 **Discipline**  
34

35 11.1 All bargaining unit members shall be required to attend any investigator's  
36 interviews scheduled by the Superintendent or his/her designee. If a bargaining unit  
37 member has a reasonable fear that discipline may result from the investigatory  
38 interview, he/she shall be entitled to union representation if he/she makes such a  
39 request. If a union representative is present at the investigatory interview he/she may  
40 not interfere with the investigatory interview. The investigatory interview shall not be  
41 unreasonably delayed because of the unavailability of a specific union representative.

42  
43 11.2 No bargaining unit member shall be disciplined without just cause. Disciplinary  
44 decisions may be grieved under Article 13 of the Agreement; provided however, an  
45 arbitrator may not substitute his/her judgment for that of the Superintendent or his/her  
46 designee in the exercise of rights granted or retained by this agreement.

1  
2 **ARTICLE TWELVE**  
3 **Union Rights**  
4

5 12.1 With the exception of processing grievance matters and negotiating contracts the  
6 Union will not be allowed to transact any business on School District time. The Union  
7 steward shall be allowed reasonable amounts of time for the handling of grievances.  
8 The School District shall have no obligation to pay the steward for time spent in  
9 grievance matters when he or she is not scheduled for work.

10  
11 **ARTICLE THIRTEEN**  
12 **Grievance Procedure**  
13

14 13.1 Definitions

15 A "grievance" is a claim based upon the interpretation, meaning or application of  
16 any of the provisions of this Agreement. Only claims based upon the interpretation,  
17 meaning or application of any of the provisions of this Agreement shall constitute  
18 grievances under this Agreement.

19  
20 The term "days" when used in this Article shall mean Monday through Friday  
21 excluding holidays or other days when the Manchester School District is closed.

22  
23 13.2 Purpose

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

30  
31 Nothing herein contained will be construed as limiting the right of any bargaining  
32 unit member having a grievance to discuss the matter informally with any appropriate  
33 supervisor and to have the grievance adjusted without the intervention of the Union,  
34 provided that such adjustment is not inconsistent with the terms of the Agreement. The  
35 Union shall have the right to communicate its concerns to the appropriate administrator,  
36 relative to any interested party; however, this right shall not extend to being present at  
37 any meeting, unless the grievant wants the Union to be there. Any adjustment reached  
38 without the presence of a designated representative of the Union shall not be  
39 precedential in any way.

40  
41 13.3 Procedures

42 Since it is anticipated that nearly all grievances can be resolved informally at  
43 level one, it is important that the complaint be processed as rapidly as possible. The  
44 timelines contained herein should be considered maximum. The time limits may be  
45 extended by mutual agreement, in writing.  
46

1 Bargaining unit members shall, notwithstanding the pendency of any grievance,  
2 continue to observe all assignments and applicable rules and regulations until their  
3 grievance(s) is resolved.  
4

5 A. Level One-Discussion  
6

7 If the grievance is not brought to the attention of a bargaining unit member's  
8 Supervisor within twenty (20) days after the grievant knew or should have known of the  
9 act or condition upon which the grievance is based, then the grievance shall be  
10 considered waived. An aggrieved person shall give a written notice to the Supervisor  
11 and a brief explanation of the alleged grievance. Such aggrieved person will informally  
12 discuss the complaint with his/her Supervisor either directly or through the Union  
13 representative with the object of seeking resolution. The supervisor shall hold a  
14 discussion with the grievant and his/her Union representative, if the representative is  
15 requested by the grievant. The Supervisor shall give an answer within five (5) days  
16 from the date that the grievance is informally received.  
17

18 B. Level Two-Formal Grievance  
19

20 If the grievant is not satisfied with the disposition of the grievance at Level One,  
21 or if no decision has been rendered within ten (10) days after the informal meeting at  
22 Level One, the grievant may file the grievance, in writing, with the Superintendent or  
23 his/her designee. The grievance and its specifics shall be submitted on the form  
24 contained in Appendix A of this Agreement.  
25

26 Within (10) days of the receipt of the written grievance, the Superintendent or  
27 his/her designee shall meet with the aggrieved person in an effort to resolve it. The  
28 Superintendent or his/her designee shall render his/her decision within five (5) days  
29 after the meeting.  
30

31 C. Level Three-Pre-Arbitration  
32

33 If the grievant is not satisfied with the disposition of the grievance at Level Two or  
34 no decision has been rendered within the time frames specified in Level Two, the  
35 grievant may refer the matter, in writing, within five (5) days after the decision at Level  
36 Two, or twenty-five (25) days after the complaint was referred to Level Two to the  
37 Superintendent or his/her designee who shall schedule a pre-arbitration meeting within  
38 fifteen (15) days after receiving the request.  
39

40 A representative of the Union, the grievant and two (2) representatives of the  
41 School District will attend the pre-arbitration meeting. The purpose of this meeting is to  
42 determine if the grievance can be resolved without arbitration. If no satisfactory  
43 resolution is reached as a result of the meeting, the Union may submit a written demand  
44 for arbitration, with a copy to the Superintendent, to the N.H. Public Employee Labor  
45 Relations Board within ten (10) days after the pre-arbitration meeting.  
46

1 D. Level Four-Arbitration

2  
3 The Arbitrator shall schedule the arbitration hearing at a time and place mutually  
4 agreeable to the parties. The Arbitrator shall have no authority to hold a hearing on  
5 more than one grievance at any hearing unless the parties mutually agree to the  
6 submission of multiple grievances to one arbitrator.

7  
8 The Arbitrator shall not have the power to alter, add to, or subtract from the terms  
9 of the Agreement. The Arbitrator shall have no authority to render a decision which  
10 requires the payment for retroactive wages or adjustments which extend prior to the  
11 date when an aggrieved employee knew or should have known of the act or condition  
12 upon which the grievance was based, as specified in Section 3A of this Article.

13  
14 The decision of the arbitrator shall be final and binding.

15  
16 The cost for the services of the Arbitrator, including reasonable expenses, shall  
17 be borne equally by the parties in cases of suspension and termination, only. In all  
18 other cases, the expenses of the arbitrator shall be borne by the losing party. It shall be  
19 incumbent upon the arbitrator to designate the losing party. The parties agree that the  
20 party who requests a postponement of any arbitration hearing shall be obligated to pay  
21 any related postponement costs or fees.

22  
23 E. Miscellaneous

24  
25 1. Failure at any level of the grievance procedure of "management" to render  
26 a decision within the specified time limits shall permit the grievance to proceed to the  
27 next level.

28  
29 2. Failure of the grievant and/or the Union to abide by the time limits set forth  
30 in this article shall result in the grievance being dismissed without further action being  
31 taken with respect to such grievance.

32  
33 3. No reprisals of any kind will be taken by "management" or the "Union"  
34 against any party of interest, any Union representative or any other participant in the  
35 grievance procedure by reason of such participation.

36  
37 4. The Superintendent or his/her designee may initiate a grievance against  
38 any bargaining unit member or the Union under the terms of this Article by specifying to  
39 the Union, in writing, the specific name (s), date(s), alleged violation(s) or  
40 misapplication(s) and the provision(s) of this Agreement involved. Such a grievance  
41 shall be commenced at Level Three.

42  
43 If such a grievance is not filed within forty-five days of the date(s) of the alleged  
44 violation(s) or misapplication(s), then the grievance shall be considered waived.  
45



- 1                   1.     Lumenos Regional High deductible Health Saving Account (HSA)  
2                   Plan; or
- 3
- 4                   2.     Lumenos National High deductible Health Saving Account (HSA)  
5                   Plan.
- 6

7                   3.     For those employees electing to take either plan specified in  
8 Section 1 above, they shall receive from the School District annually \$1500 for those on  
9 the single plan and \$3000 for those on the two-person or family plan that shall be  
10 deposited into a Health Savings Account (HSA). Said contributions and funds shall be  
11 governed by the applicable federal law. Half of the School District's annual contribution  
12 amount shall be deposited in the HSA at the beginning of the plan year with the second  
13 half being deposited over the course of the remaining plan year. Provided however, if  
14 the employee experiences a catastrophic illness during the plan year that results in the  
15 employee incurring medical bills that exceed the amount of the funds then in the HSA,  
16 upon presentation of an explanation of benefits form, the School District shall contribute  
17 additional funds up to the maximum annual contribution by the School District.

18  
19 16.2 The School District will pay eighty percent (80%) of the following District health  
20 plans:

- 21
- 22                   1.     Blue Cross/Blue Shield HMO Access Blue New England (Higher  
23                   Copay Plan); or
- 24
- 25                   2.     Blue Cross/Blue Shield POS Blue Choice New England (Higher  
26                   Copay Plan);
- 27
- 28                   3.     Delta Dental Insurance Plan
- 29

30 16.3 It is agreed that if any other group of District employees receives a paid health or  
31 dental benefit during the term of this Agreement, it shall be offered to the members of  
32 this bargaining unit on the same basis as it is given to the other employee group(s) that  
33 negotiated successor 2013-2015 collective bargaining agreements.

34  
35                   (\*See Appendix for details and limitations of covered plans.)

36  
37 16.4 It is agreed by all parties concerned that the District reserves and shall have the  
38 right to change health/dental insurance carriers provided that there is no significant  
39 decrease in overall benefits.

40  
41 16.5 Effective as of the date of ratification all bargaining unit members who enroll shall  
42 be required to pay the employee share of the health and dental insurance premiums as  
43 specified in this Agreement.

1  
2  
3  
4 **ARTICLE SEVENTEEN**  
5 **Bereavement Leave**

6 17.1 Five (5) consecutive days leave of absence because of death in the immediate  
7 family of the bargaining unit member, provided, however, that two (2) of these days may  
8 be reserved for dealing with matters arising out of settling the decedent's estate to be  
9 used at any time with at least five (5) days' notice. Immediate family is hereby defined  
10 to mean spouse, parents, children, brothers, sisters, mother-in-law or father-in-law, or a  
11 relative or ward residing in the same house. In addition to the leave of absence  
12 provided for the immediate family as defined herein, the employee is entitled to one (1)  
13 day of leave to attend the funeral of a relative not listed in the preceding sentence. No  
14 distinction shall be made between blood or step relations.

15 17.2 Under extenuating circumstances, two (2) additional days with pay may be  
16 granted under section 1, with the written approval of the Superintendent or his/her  
17 designee; such days to be charged to the bargaining unit member's accrued sick leave.

18 **ARTICLE EIGHTEEN**  
19 **Jury Duty/Special Leave**

20  
21 18.1 Any bargaining unit member who is called for jury duty shall notify the  
22 Superintendent or his/her designee within five (5) workdays after being summoned to  
23 appear for jury duty. Notification to the Superintendent or his/her designee must be  
24 made in advance of the jury duty assignment with supporting documentation. Upon  
25 proper notification, the employee called will be paid the difference between the fee  
26 received for jury duty and the amount of straight time earnings lost by reason of the jury  
27 duty. Satisfactory evidence of actual jury duty must be submitted to the Superintendent  
28 or his/her designee.

29  
30 Bargaining unit members who are excused from jury duty for a day or days shall  
31 be responsible to report to their assignment. Employees, serving as jurors in the courts  
32 of Rockingham, Merrimack or Hillsborough Counties shall, if there are more than two (2)  
33 hours remaining in the normal work day, be responsible to report to their work site as  
34 soon as possible after being released. Failure to report will disqualify the employee  
35 from the District's Jury Duty Leave payment. In this case, the employee will retain the  
36 daily stipend paid by the Court in which the employee serves as a juror.

37  
38 18.2 LEAVES OF ABSENCE

39  
40 The Board of School Committee may authorize special leaves of absence with or  
41 without pay for any period or periods not exceed one calendar year for the following  
42 purposes: Attendance at college, university or business school for the purpose of  
43 training in subjects relating to the work of the employee and which will benefit the  
44 employee and the School District, urgent personal business requiring the employee's  
45 attention for an extended period, such as settling estates, liquidation of business,

1 attending court as a witness, and for purposes other than the above that are deemed  
2 beneficial to the District service.

3  
4 18.3 MILITARY LEAVE

5  
6 Military leave shall be governed by applicable State and Federal law.

7  
8 18.4 MATERNITY LEAVE

9  
10 Maternity leave shall be governed by applicable law.

11  
12 **ARTICLE NINETEEN**  
13 **Education Incentive Reimbursement**

14  
15 19.1 Effective the date of ratification, the following education incentive reimbursement  
16 provisions will apply to bargaining unit members.

17  
18 19.2 The District agrees to provide reimbursement to bargaining unit members who  
19 complete courses for college credits relating to their current responsibilities or as part of  
20 an approved career development program based upon the following standards:  
21 Payment of seventy-five percent (75%) of the cost of such courses but not to exceed  
22 \$1,250.00 per employee per fiscal year, provided that the total annual expenditure (July  
23 1 through June 30) by the Board for all bargaining unit members shall not exceed Seven  
24 Thousand Dollars (\$7,000.00). The District agrees to provide reimbursement to those  
25 who complete approved workshops relating to their current responsibilities or as part of  
26 an approved career development program. In no event shall a bargaining unit member  
27 be reimbursed more than Five Hundred Dollars (\$500.00) per year and is limited to the  
28 \$7,000.00 cap.

29  
30 19.3 All courses must be approved in advance by the Superintendent or his/her  
31 designee as meeting the requirement that the course is related to the bargaining unit  
32 member's job or is part of a career development program. Approval must be obtained  
33 through the Human Resources Department for payment of the course, under its  
34 procedures.

35  
36 19.4 Approval for courses will be considered on the basis of relevancy of the course,  
37 the number of bargaining unit members applying and the funds available.

38  
39 **ARTICLE TWENTY**  
40 **Layoffs**

41  
42 20.1 The Manchester School District reserves the right to make layoff decisions in its  
43 sole discretion. Layoff decisions shall not be grievable.

44  
45 20.2 In the event of a layoff, the Manchester School District shall give written notice to  
46 the employee(s) affected at least one (1) month prior to the effective date of the layoff.

1 In layoffs associated with the contracting or subcontracting of work, the District  
2 will provide as much advance notice of the impending layoff as is reasonably possible.

3  
4 **ARTICLE TWENTY-ONE**  
5 **Dues Deduction**  
6

7 21.1 The District agrees to authorize the deduction of Union dues from each  
8 bargaining unit member who has signed an authorization card and to remit same to  
9 Teamsters Local No. 633 of New Hampshire on a monthly basis.

10  
11 21.2 If any bargaining unit member has no check coming to him/her, or if his/her  
12 check is not large enough to satisfy the dues then no deduction will be made. In no  
13 event will the District be required to deduct fines or assessments beyond the regular  
14 monthly dues.

15  
16 21.3 The Manchester School District and all of their employees and agents shall be  
17 held harmless in any dispute whatsoever arising between the Union and the bargaining  
18 unit member(s) regarding the payment of Union dues.

19  
20 21.4 The District will notify Teamsters Local 633 of New Hampshire in writing within  
21 ten (10) working days of the cancellation of Union dues deductions by a bargaining unit  
22 member who had previously signed an authorization card.

23  
24 21.5 The District agrees to a D.R.I.V.E. check-off for bargaining unit members. Upon  
25 written authorization by the employee, the District shall deduct the amount specified by  
26 the employee on a bi-weekly basis and remit same on a bi-weekly basis to the Granite  
27 State Teamsters' D.R.I.V.E. account. The employee shall provide written authorization  
28 in the form required by law.

29  
30 21.6 Although it is agreed that union membership is not a mandatory condition of  
31 employment, employees covered by this Agreement shall be required, as long as it is  
32 permitted by law, to pay an agency service fee in an amount not to exceed the union  
33 dues for the purpose of administering the provisions of this Agreement. Employees  
34 have the right to object to payment of an agency service fee and this Union shall justify  
35 what portion of this agency service fee may constitutionally be collected from an  
36 objecting employee. The Union shall notify the District in writing the amount of the fee  
37 annually. The bargaining unit member paying the fee shall be able to use the payroll  
38 deduction to pay the fee in the same manner that union members have dues deducted.  
39 The Union will certify to the District, in writing, the current rate of the agency service  
40 fee. Any changes to the rate of its union membership dues or service fee must be  
41 provided to the District in writing thirty (30) days in advance, prior to September 1. The  
42 Union is permitted to use District interoffice mail to notify the employee that the fee must  
43 be paid within 30 days, however the District is not responsible for ensuring the payment  
44 of such fee. The Union shall indemnify, defend and hold the District harmless against  
45 any and all claims, demands, suits, legal costs or other forms of liability (monetary and

1 otherwise) arising out of or by reason of any action taken or not taken by the District for  
2 the purpose of complying with the provisions of this Article.

3  
4 **ARTICLE TWENTY-TWO**

5 **Life Insurance**

6  
7 22.1 The District will provide for a Life Insurance fund to provide for the payment of a  
8 death benefit in the amount of the bargaining unit member's annual salary or  
9 \$50,000.00, whichever is the lesser amount, to the named beneficiary or estate of any  
10 member of the bargaining unit who dies from any cause while employed by the District.

11  
12 22.2 The District reserves the right to contract with a qualified insurance carrier of its  
13 choosing to provide the benefits specified above.

14  
15 **ARTICLE TWENTY-THREE**

16 **Miscellaneous**

17  
18 23.1 **Personal Days**

19 Three (3) days of personal leave will be available to bargaining unit members.  
20 No reason is required; however, written notice must be given to the Superintendent a  
21 reasonable time in advance except in an emergency when verbal notice is adequate.  
22 When verbal notice is given, it will be followed by a written notice to the Superintendent.  
23 The Superintendent's approval is only required in order to maintain sufficient  
24 administrative coverage.

25  
26 23.2 **Retirement Supplement**

27 Any bargaining unit member who retires under the New Hampshire Retirement  
28 System and receives benefits from the same, at the time of separation, and who has 20  
29 continuous years of service in the Manchester School District, will receive the following  
30 retirement payment supplement.

31  
32 23.3 A payment of seven thousand dollars (\$7,000.00), by July 30 of the calendar  
33 year, provided they give notice of their intent to retire by the preceding January 1, i.e.  
34 January 1 for retirement payment in July. The notice does not have to be given in the  
35 case of a disability retirement.

36  
37 **ARTICLE TWENTY-FOUR**

38 **Duration**

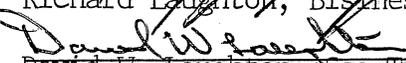
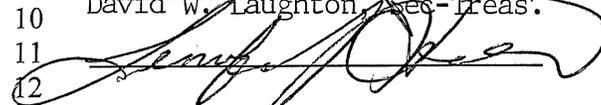
39  
40 24.1 Upon ratification by the respective parties, this Agreement shall be in effect, with  
41 effective dates for specific provisions as stated in the various Articles, from July 1, 2013  
42 to June 30, 2015 at which time it will automatically expire.

43  
44 24.2 Automatic one year extensions of this Agreement will commence on June 30,  
45 2015, and shall continue for consecutive annual terms (effective each 30th of June)  
46 unless written notice is given by either party by January 31 of that year to bargain a

1 successor agreement. Once notice of intent to bargain a successor agreement is given,  
2 this process of automatic extensions shall cease and the Agreement shall terminate on  
3 the following 30th of June.  
4

5 For Teamsters Local No. 633 of N.H.

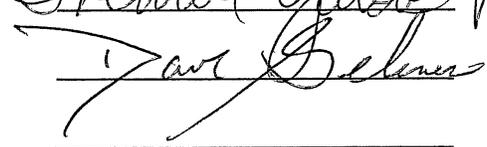
6  
7   
8 Richard Laughton, Business Agent

9   
10 David W. Laughton, Sec-Treas.  
11  
12   
13 \_\_\_\_\_

14 Date: 8/27/13

For the Manchester School District

  
\_\_\_\_\_

  
\_\_\_\_\_

15 Date: 9-9-13

APPENDIX A  
Grievance Form

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Grievant \_\_\_\_\_ Classification \_\_\_\_\_

Work Location \_\_\_\_\_ Supervisor \_\_\_\_\_

Title \_\_\_\_\_

Statement of Grievance: State alleged violation, Date, Time, Place, Personnel involved,  
Contract/Articles/Sections violated: \_\_\_\_\_

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

State remedy requested: \_\_\_\_\_

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

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

I authorize Teamsters Local No. 633 of N.H. to act as my representative in the  
disposition of this grievance.

Date \_\_\_\_\_ Grievant's Signature \_\_\_\_\_

Date presented to management representative: \_\_\_\_\_

Management Representative's Signature \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

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

cc:

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**APPENDIX B**  
**Salary Schedule**

<b>Classification</b>	<b>Salary Ranges</b>	
	<b>7/1/2013</b>	
Assistant Director of Student Services	\$70,739.59	\$76,187.88
Athletic Director	\$71,039.20	\$76,487.12
Attendance Coordinator	\$50,966.88	\$56,415.45
Community Relations Coordinator	\$57,677.27	\$63,114.00
Court Liaison	\$49,210.57	\$54,658.19
DHH Program Coordinator	\$62,942.66	\$68,309.78
Director of Alternative Education	\$67,128.90	\$67,209.41
Director of Federal Programs	\$75,601.05	\$81,048.67
Director of GMPDC	\$61,948.20	\$67,395.83
Director of School Food and Nutrition	\$71,763.20	\$77,458.68
District Grant Writer	\$58,461.73	\$63,909.67
Facilitator Project Lead The Way	\$57,306.84	\$62,754.46
Fine Arts Director	\$69,022.50	\$74,470.12
IT Help Desk Coordinator	\$58,461.73	\$63,909.35
Medicaid Coordinator	\$47,908.59	\$53,356.22
Parent-Involvement Coordinator	\$36,451.15	\$42,146.64
Senior Accountant	\$49,210.57	\$54,658.56
SPED Coordinator	\$52,652.38	\$58,100.00
Transportation Coordinator	\$43,384.89	\$48,832.51
Supervisor Pass Program	\$56,054.86	\$61,421.97
Data Analyst	\$61,638.66	\$67,005.78
Supervisor, Alternative High School Program	\$49,028.62	\$59,923.87

6  
7  
8





**Tools and Personalized Services**

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. The health information you provide is strictly confidential.
- **Health Coaching Programs:** If you qualify for one of our health coaching programs, you'll receive one-on-one assistance from a registered nurse to help you manage a health condition. Health conditions may include, but are not limited to, diabetes, asthma, high blood pressure, heart disease and pregnancy.
- **Tobacco-Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes phone counseling support, online tools, and nicotine-replacement therapy coverage.
- **Healthy Weight Program:** Our Healthy Weight Program provides personalized online and phone support to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of trained health professionals with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program.

**Summary of Covered Services**

**Preventive Care**

Anthem's Lumenos with HSA plan covers preventive services<sup>1</sup> recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to help prevent avoidable premature injury, illness and death.

All preventive services received from a network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

**Child Preventive Care**

- Office Visits for preventive services
- Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam and Pap test for females who are age 18, or have been sexually active.
- Immunizations:
  - Hepatitis A
  - Hepatitis B
  - Diphtheria, Tetanus, Pertussis (DtaP)
  - Varicella (chicken pox)
  - Influenza – flu shot
  - Pneumococcal Conjugate (pneumonia)
  - Human Papilloma Virus (HPV) – cervical cancer
  - H. Influenza type b
  - Polio
  - Measles, Mumps, Rubella (MMR)

**Adult Preventive Care**

- Office Visits for preventive services
- Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams and Pap test.
- Immunizations:
  - Hepatitis A
  - Hepatitis B
  - Diphtheria, Tetanus, Pertussis (DtaP)
  - Varicella (chicken pox)
  - Influenza – flu shot
  - Pneumococcal Conjugate (pneumonia)
  - Human Papilloma Virus (HPV) – cervical cancer

<sup>1</sup>Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits. SISA1137P1 (Core SISA1137PY)



### Summary of Covered Services (Continued)

#### Medical Care

Anthem's Lumenos with HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos with HSA plan:

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• Physician Office Visits</li><li>• Inpatient Hospital Services</li><li>• Outpatient Surgery Services</li><li>• Diagnostic X-rays/Lab Tests</li><li>• Emergency Hospital Services (network coinsurance applies to both network and out-of-network)</li><li>• Inpatient and Outpatient Mental Health and Substance Abuse Services</li></ul> | <ul style="list-style-type: none"><li>• Maternity Care</li><li>• Chiropractic Care</li><li>• Prescription Drugs</li><li>• Home Health Care and Hospice Care</li><li>• Physical, Speech, and Occupational Therapy Services</li><li>• Durable Medical Equipment</li></ul> |
|--|---|

Some covered services may have limitations or other restrictions.<sup>2</sup> With Anthem's Lumenos with HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home health care services are limited to 100 visits per member per calendar year.
- Durable Medical Equipment: unlimited per member per contract year.
- Chiropractic Visits: Limited to 12 visits per member per contract year.
- Physical Therapy, Occupational Therapy, and Speech Therapy, up to a combined maximum of 60 visits per member per contract year.
- Nutritional Counseling: Unlimited visits per member per contract year (in-network benefit only).
- Inpatient hospitalizations require authorizations
- Routine Vision: Limited to one per member per calendar year
- Your Lumenos HSA plan includes a lifetime maximum of unlimited.

<sup>2</sup> Additional limitations and exclusions may apply. For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.



BlueChoice™ New England Regional HSA  
(NH, VT, MA, ME, CT and RI)  
Lumenos Plan Summary

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Additional limitations and exclusions may apply. For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.

Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Master Contract, Certificate and Cost Sharing Schedule. In the event of a conflict between the Group Master Contract and this description, the terms of the Certificate will prevail. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefits levels may vary.

Additional limitations and exclusions may apply.

The information included does not constitute legal, tax, or benefit plan design advice. Anthem strongly encourages consultation with a tax advisor before establishing a Health Savings Account. Any Health Savings Account will be established between the individual account holder and the HSA custodian or trustee. Anthem is responsible for the administration of the health plan, and the custodian is responsible for the administration of the HSA.

Anthem Blue Cross and Blue Shield is the trade name for the following: In Connecticut: Anthem Health Plans, Inc. In Maine: Anthem Health Plans of Maine, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. Independent licensees of the Blue Cross and Blue Shield Association. © Anthem and Lumenos are registered trademarks. © Blue Cross and Blue Shield names and symbols are registered trademarks of the Blue Cross and Blue Shield Association.

SISA1137P1 (Core SISA1137PY) Manchester School District  
7/1/13 version 5/15/13

4 of 4

If you have questions, please call toll-free 1-800-870-3122.

APPENDIX C  
LUMENOS NATIONAL HIGH DEDUCTIBLE HEALTH SAVING ACCOUNT



## Lumenos National HDHP Plan Summary

Manchester School District 7/1/13 SISA258PN6 (core SISA258PN4) Version 5/15/13

The Lumenos © with HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way.

### Your Lumenos HDHP Plan

**First - Use your HSA to pay for covered services:  
Health Savings Account**

With a Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

**Contributions to Your HSA**

The annual contribution maximum set by the U.S. Treasury and IRS:

2013  
\$3,250 individual coverage  
\$6,450 family coverage

2014  
\$3,300 Individual coverage  
\$6,550 family coverage

Note: Rollover funds are not subject to these limits.

**Plus - To help you stay healthy, use:**

**Preventive Care**

100% coverage for nationally recommended services.

**Preventive Care**

No out-of-pocket costs for you as long as you receive your preventive care from a network provider. If you choose to go to an out-of-network provider, your deductible or traditional health coverage benefits will apply.

**Then -**

**Your Deductible**

The deductible is the amount you pay – using your HSA dollars or out of your pocket – before you reach the traditional health coverage portion of the plan.

**Annual Deductible Responsibility**

\$2,000 individual coverage  
\$4,000 family coverage\*

\* This plan includes a family deductible, which means that the medical expenses of all family members count toward the deductible. Once the full deductible has been satisfied, all family members are covered under the Traditional Health Coverage portion of the plan.

**If needed -**

**Traditional Health Coverage**

Similar to a PPO, once the deductible has been met, you pay coinsurance (a percentage of the provider's charges) when visiting an out-of-network provider. When visiting network providers, you and your family members are covered at 100% once your deductible and coinsurance have been satisfied.

**Traditional Health Coverage**

After your deductible, the plan pays:

100% for network providers	70% for out-of-network providers
----------------------------	----------------------------------

After your deductible, your coinsurance responsibility is:

0% for network providers	30% for out-of-network providers
--------------------------	----------------------------------

**Additional protection:**

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

**Annual Out-of-Pocket Maximum**

Network Providers	Out-of-Network Providers
\$2,000 individual coverage	\$4,000 individual coverage
\$4,000 family coverage	\$8,000 family coverage

Your annual out-of-pocket maximum consists of your annual deductible responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896

## Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. The health information you provide is strictly confidential.
- **Health Coaching Programs:** If you qualify for one of our health coaching programs, you'll receive one-on-one assistance from a registered nurse to help you manage a health condition. Health conditions may include, but are not limited to, diabetes, asthma, high blood pressure, heart disease and pregnancy.
- **Tobacco-Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes phone counseling support, online tools, and nicotine-replacement therapy coverage.
- **Healthy Weight Program:** Our Healthy Weight Program provides personalized online and phone support to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of trained health professionals with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program.

## Summary of Covered Services

### Preventive Care

Anthem's Lumenos with HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to help prevent avoidable premature injury, illness and death.

All preventive services received from a network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

#### Child Preventive Care

Office Visits for preventive services  
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 Hepatitis B  
 Diphtheria, Tetanus, Pertussis (DtaP)  
 Varicella (chicken pox)  
 Influenza – flu shot  
 Pneumococcal Conjugate (pneumonia)  
 Human Papilloma Virus (HPV) – cervical cancer  
 H. Influenza type b  
 Polio  
 Measles, Mumps, Rubella (MMR)

#### Adult Preventive Care

Office Visits for preventive services  
 Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams and Pap test.  
 Immunizations:  
 Hepatitis A  
 Hepatitis B  
 Diphtheria, Tetanus, Pertussis (DtaP)  
 Varicella (chicken pox)  
 Influenza – flu shot  
 Pneumococcal Conjugate (pneumonia)  
 Human Papilloma Virus (HPV) – cervical cancer



# Lumenos HDHP Plan Summary

Manchester School District 7/1/13 SISA258PN6 (core SISA258PN4) Version 5/15/13

## Summary of Covered Services (Continued)

### Medical Care

Anthem's Lumenos with HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos with HSA plan:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Physician Office Visits</li> <li>• Inpatient Hospital Services</li> <li>• Outpatient Surgery Services</li> <li>• Diagnostic X-rays/Lab Tests</li> <li>• Emergency Hospital Services (network coinsurance applies to both network and out-of-network)</li> <li>• Inpatient and Outpatient Mental Health and Substance Abuse Services</li> </ul> | <ul style="list-style-type: none"> <li>• Maternity Care</li> <li>• Chiropractic Care</li> <li>• Prescription Drugs</li> <li>• Home Health Care and Hospice Care</li> <li>• Physical, Speech, and Occupational Therapy Services</li> <li>• Durable Medical Equipment</li> </ul> |
|---|--|

Some covered services may have limitations or other restrictions.\* With Anthem's Lumenos with HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per calendar year.
  - Home health care services are limited to 100 visits per calendar year.
  - Durable Medical Equipment: unlimited per member per contract year.
  - Chiropractic Visits: Limited to 12 visits per member per contract year.
  - Physical Therapy, Occupational Therapy, and Speech Therapy, up to a combined maximum of 60 visits per member per contract year.
  - Nutritional Counseling: Unlimited visits per member per contract year (in-network benefit only).
  - Inpatient hospitalizations require authorizations.
  - Routine Vision: Limited to one per member per calendar year.
- Your Lumenos HSA plan includes a lifetime maximum of unlimited.

Specific state mandates regarding limitations may apply.

\*For a complete list of exclusions and limitations, please refer to your Certificate of Coverage.



# Lumenos HDHP Plan Summary

Manchester School District 7/1/13 SISA258PN6 (core SISA258PN4) Version 5/15/13

Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.

The information included does not constitute legal, tax, or benefit plan design advice. Anthem strongly encourages consultation with a tax advisor before establishing a Health Savings Account. Any Health Savings Account will be established between the individual account holder and the HSA custodian or trustee. Anthem is responsible for the administration of the health plan, and the custodian is responsible for the administration of the HSA.

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. In Connecticut: Anthem Health Plans, Inc. In Georgia: Blue Cross and Blue Shield of Georgia, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In most of Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In most of Virginia (serving Virginia excluding the city of Fairfax, the town of Vienna and the area east of State Route 123): Anthem Health Plans of Virginia, Inc. In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSWI") underwrites or administers the PPO and indemnity policies; Compcare Health Services Insurance Corporation ("Compcare") underwrites or administers the HMO policies; and Compcare and BCBSWI collectively underwrite or administer the POS policies. Independent licensees of the Blue Cross Blue Shield Association. © ANTHEM and Lumenos are registered trademarks of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

**HMO Access Blue® New England†**  
 Higher Copay Plan



**Summary of Benefits**

*This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full.*

Service Received	Your Share of the Cost
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears</li> <li>Routine physical exam for babies, children and adults including family planning visits</li> <li>Routine hearing exam</li> <li>Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>)</li> </ul>	Covered in full
<b>Other Outpatient Care</b> <ul style="list-style-type: none"> <li>Medical exam, office surgery and anesthesia</li> <li>Early Childhood Intervention therapy services for children up to age 3 (<i>limited to \$3,200 per member per plan year and \$9,600 per member's lifetime</i>)</li> </ul>	\$20 per visit to your PCP \$30 per visit to any Specialist
<ul style="list-style-type: none"> <li>Lab, X-ray, ultrasound, injections</li> <li>Short term rehabilitative therapy- physical, occupational, or speech (<i>up to 60 visits, any combination, per member, per plan year</i>)</li> <li>CT scan, MRI,PET Scan, MRA, outpatient facility fees</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Surgery in hospital outpatient department or ambulatory surgery center</li> </ul>	\$250 copayment per surgery
<b>Inpatient Care</b> (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> <li>Semi-private room and board</li> </ul>	\$250 copayment per admission
<ul style="list-style-type: none"> <li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy</li> </ul>	Covered in full
<b>Skilled Nursing Facility and Rehabilitation Facility Care</b> <i>(limited to 100 days for each per member, per calendar year)</i>	\$250 copayment per admission
<b>Durable Medical Equipment (DME)</b> <i>Unlimited</i>	Covered in full
<b>Other Services</b> <ul style="list-style-type: none"> <li>OB/GYN care (<i>performed by an OB/GYN provider</i>)                             <ul style="list-style-type: none"> <li>Exam</li> <li>Maternity care (routine prenatal, delivery and postpartum)</li> </ul> </li> <li>Chiropractic visit (<i>unlimited visits</i>)</li> <li>Chiropractic X-ray</li> </ul>	\$20 per visit \$250 copayment per admission \$30 per visit Covered in full
<b>Emergency Room or Urgent Care Center Visit</b> <ul style="list-style-type: none"> <li>ER facility charge (<i>copayment waived if admitted</i>)</li> <li>Urgent Care facility charge</li> <li>ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc.</li> </ul>	\$100 per visit \$50 per visit Covered in full
<b>Ambulance</b> ( <i>medically necessary emergency transport only</i> )	Covered in full

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

Service Received	Your Share of the Cost
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Mental Health and Substance Abuse</b> <ul style="list-style-type: none"> <li>• Outpatient services <ul style="list-style-type: none"> <li>- Visit/consultation</li> </ul> </li> </ul>	\$20 copayment per visit
<ul style="list-style-type: none"> <li>• Inpatient services <ul style="list-style-type: none"> <li>- Semi-private room &amp; board</li> <li>- Physician visit</li> </ul> </li> </ul>	\$250 copayment per admission Covered in full
<b>Prescription Drugs</b>	
<p>Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy</p> <ul style="list-style-type: none"> <li>• Copayment applies to each fill, up to a 30-day supply for retail</li> <li>• Includes maintenance drugs at a retail or mail order pharmacy</li> <li>• Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days.</li> <li>• Important notes: <ul style="list-style-type: none"> <li>- If you choose to buy a brand drug, you pay the brand copay</li> </ul> </li> </ul> <p>Refer to your prescription drug program flyer for details.</p>	<p><b>Retail (30 day supply):</b> \$10 copay / tier 1 \$30 copay / tier 2 \$50 copay / tier 3</p> <p>90 day supply at retail for 3 copayments</p> <p><b>Mail Order (90 day supply):</b> \$20 copay / tier 1 \$60 copay / tier 2 \$100 copay / tier 3</p>
<b>Maximum for Services Subject to \$250 Copayment</b>	
Individual Maximum Family Maximum	\$250 per member per plan year \$500 per family per plan year
<b>Other</b>	
Fitness Club Reimbursement  Vision Hardware (per member every two plan years)	\$200 maximum reimbursement (limited to one member per enrolled household per plan year) \$100 maximum reimbursement for frames and lenses.
<b>Exclusions and Limitations</b>	
The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.	
<p><b>Services Not Covered</b></p> <ul style="list-style-type: none"> <li>• Any service that is not medically necessary</li> <li>• Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met)</li> <li>• Claims for services received more than 12 months ago</li> <li>• Complementary and Alternative Therapies/Medicine</li> <li>• Cosmetic surgery</li> <li>• Custodial or convalescent care</li> <li>• Educational testing and therapy</li> <li>• Experimental and/or investigational services</li> <li>• Hospitalization for conditions that are not covered</li> <li>• Human organ transplants other than those listed in the subscriber certificate as covered benefits</li> <li>• Mental health services which do not usually result in favorable modification through short-term therapy</li> <li>• Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids, eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes</li> <li>• Permanent dental restoration, orthognathic and most oral surgery</li> <li>• Personal comfort items</li> <li>• Radial keratotomy or other surgery to correct vision</li> <li>• Routine podiatry</li> <li>• Services covered by government programs to the extent permitted by law</li> <li>• Services for work-related illness or injury</li> <li>• Sex changes</li> <li>• Sterilization reversal</li> </ul> <p><b>Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:</b></p> <ul style="list-style-type: none"> <li>• Injuries which are the responsibility of other parties</li> <li>• Services for which another insurance carrier or Medicare is primary</li> <li>• Services related to illegal conduct</li> </ul>	

**This is only a brief summary of your coverage.**

This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122

APPENDIX C

BLUE CROSS/BLUE SHIELD POS BLUE CHOICE NEW ENGLAND

POS BlueChoice® New England†

Higher Copay Plan

Summary of Benefits



This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full. However, if you receive services from a non-network provider, under Self Referred benefits, it is your responsibility to pay the difference between the MAB and the provider's charge.

Service Received	Your Share of the Cost		
<b>You do not need a referral from your Primary Care Provider. Your benefit is determined by whether you choose a provider in your designated network or an out-of-network provider.</b>			
Preventive Care	In Network Benefits	Out of Network Benefits	
<ul style="list-style-type: none"> <li>Immunization, lead screening, PSA (prostate screening), mammograms and PAP smears</li> <li>Routine physical exam for babies, children and adults including family planning visits</li> <li>Routine hearing exam</li> <li>Routine vision exam (one exam per calendar year under age 19, one exam every two calendar years for age 19 and over)</li> </ul>	Covered in full	Covered up to MAB  Subject to:  \$100 deductible per member, no more than \$300 per family per plan year	
Other Outpatient Care	<ul style="list-style-type: none"> <li>Medical exam, office surgery, and anesthesia</li> <li>Early Childhood Intervention therapy services for children up to age 3 (limited to \$3,200 per member, per plan year and \$9,600 per member's lifetime)</li> </ul>	\$25 per visit to your PCP \$35 per visit to any specialist	and  20% coinsurance up to \$400 per member, no more than \$1,200 per family per plan year
<ul style="list-style-type: none"> <li>Lab, X-ray, ultrasound, injections</li> <li>Short term rehabilitative therapy - physical, occupational, or speech (unlimited, per member, per plan year)§</li> <li>CT scan, MRI, PET scan, MRA outpatient facility fees</li> </ul>	Covered in full	Out-of-pocket maximum \$500 per member, no more than \$1,500 per family per plan year	
<ul style="list-style-type: none"> <li>Surgery in hospital outpatient department or ambulatory surgery center</li> </ul>	\$300 copayment per surgery	Some benefits are subject to precertification requirements. Refer to your Subscriber Certificate for details. Call 1-800-531-4450 to precertify.	
Inpatient Care (as a bed patient in an acute care hospital)	<ul style="list-style-type: none"> <li>Semi-private room and board</li> <li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy.</li> </ul>	\$300 copayment per admission  Covered in full	
Skilled Nursing Facility and Rehabilitation Facility Care	(limited to 100 days for each, per member, per calendar year)§	\$300 copayment per admission	
Durable Medical Equipment (DME)	(Unlimited)§	Covered in full	
Other Services	<ul style="list-style-type: none"> <li>Chiropractic visit (12 visits per member per plan year)</li> <li>Chiropractic X-ray</li> <li>OB/GYN care (performed by an OB/GYN provider)                             <ul style="list-style-type: none"> <li>- Exam</li> <li>- Maternity care (routine prenatal, delivery and postpartum)</li> </ul> </li> </ul>	\$35 per visit Covered in full  \$25 per visit \$300 copayment per admission	
Emergency Room or Urgent Care Visit	<ul style="list-style-type: none"> <li>ER facility charge (copayment waived if admitted)</li> <li>Urgent Care facility charge</li> <li>ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc.</li> </ul>	\$150 per visit \$75 per visit Covered in full	Same as Network Benefits
Ambulance (medically necessary emergency transport only)		Covered in full	Covered in full up to MAB

§ Any combination of benefits from either column count toward this maximum.

∴ Services are covered up to the MAB. Out of network providers may bill you for amounts that exceed the MAB.

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

Service Received	Your Share of the Cost	
	In Network Benefits	Out of Network Benefits
<b>Mental Health and Substance Abuse</b> <ul style="list-style-type: none"> <li>Outpatient services <ul style="list-style-type: none"> <li>Visit/consultation</li> </ul> </li> <li>Inpatient services <ul style="list-style-type: none"> <li>Semi-private room &amp; board</li> <li>Physician visit</li> </ul> </li> </ul>	\$25 copayment per visit  \$300 copayment per admission Covered in full	Subject to deductible and coinsurance
<b>Prescription Drugs</b>		
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy <ul style="list-style-type: none"> <li>Copayment applies to each fill, up to a 30-day supply for retail</li> <li>Includes maintenance drugs at a retail or mail order pharmacy</li> <li>Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days.</li> <li>Important notes: <ul style="list-style-type: none"> <li>If you choose to buy a brand drug, you pay the brand copay</li> </ul> </li> </ul> Refer to your prescription drug program flyer for details.	<b>Network Benefits</b>  <b>Retail (30 day supply):</b> \$10 copay / tier 1 \$30 copay / tier 2 \$50 copay / tier 3  90 day supply available at retail for 3 copays  <b>Mail Order (90 day supply):</b> \$20 copay / tier 1 \$60 copay / tier 2 \$100 copay / tier 3	<b>Out-of-Network Benefits</b> Same as network benefits
	<b>Maximums for Services Subject to \$300 Copayment</b>	
Individual Maximum Family Maximum	\$300 per member per plan year \$600 per family per plan year	Not applicable. All services subject to out of network deductible and coinsurance.
<b>Other</b>		
Fitness Club Reimbursement  Vision Hardware (per member every two plan years)	\$200 maximum reimbursement (limited to one member per enrolled household per plan year)  \$100 maximum reimbursement for frames and lenses	
<b>Exclusions and Limitations</b>		
The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.		
<b>Services Not Covered</b> • Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/ Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the Subscriber Certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids (except for children under 19), eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthognathic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sex changes • Sterilization reversal		
<b>Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:</b> • Injuries which are the responsibility of other parties • Services for which another insurance carrier or Medicare is primary • Services related to illegal conduct		

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APPENDIX C  
DELTA DENTAL



This chart represents the level of coverage for services performed by dentists who participate in the Delta Dental Premier network. Employees and their eligible dependents are free to visit *any* dentist, participating or nonparticipating. Visit our Web site at [www.nedelta.com](http://www.nedelta.com) for an updated list of participating dentists. Your Northeast Delta Dental program includes all of the following coverage categories. This chart is provided for summary purposes only; certain benefit limitations may apply. Please refer to your benefit booklet for complete benefit information. In the event of a conflict or discrepancy between the chart and either the group contract or the benefit booklet, the contract or benefit booklet will prevail.

**Manchester School District**

Group Number: 163

Coverage A Diagnostic/Preventive	Coverage B Basic Restorative	Coverage C Major Restorative
<b>Deductible:</b> \$0      There is no deductible on your dental program.		
<b>Covered at 100% **</b>	<b>Covered at 60% **</b>	<b>Covered at 50% **</b>
<p><b>Diagnostic:</b> Evaluations - once in a 6-month period</p> <p>X-rays (Complete series or panoramic film) once in a 3-year period</p> <p>Bitewing x-rays once in a 12-month period</p> <p>X-rays of individual teeth as necessary</p> <p>Oral cancer screening once in a 12-month period</p> <p><b>Preventive:</b> Cleanings once in a 6-month period</p> <p>Fluoride once in a 12-month period to age 19</p> <p>Space maintainers to age 16</p> <p>Sealant application to permanent molars, once in a three year period per tooth for children to age 19</p>	<p><b>Basic Restorative:</b> Amalgam (silver) fillings Composite (white) fillings (anterior teeth only)</p> <p><b>Oral Surgery:</b> Surgical and routine extractions</p> <p><b>Endodontics:</b> Root canal therapy</p> <p><b>Periodontics:</b> Periodontal cleaning (Maintenance procedures) <i>Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both.</i></p> <p>Treatment of gum disease</p> <p><b>Denture Repair:</b> Repair of a removable denture to its original condition</p> <p><b>Emergency Palliative Treatment</b></p>	<p><b>Major Restorative:</b> Removable and fixed partial dentures (bridge); complete dentures</p> <p>Rebase and reline (dentures)</p> <p>Crowns</p> <p>Onlays</p> <p>Implants</p>

**Calendar Year Maximum:** \$1,500 per person (Coverage A, B, and C combined)

\*\*Benefit percentages shown are based upon the actual charge submitted to a maximum of the participating dentist's approved fees, or Delta Dental's allowance for nonparticipating dentists.

### Delta Dental Premier Dentist Network

You'll get the best value from your program when you receive your dental care from a Delta Dental Premier participating dentist:

▲ **No balance billing:** Because participating dentists accept Delta Dental's approved amount for service, you will normally pay less when you visit a participating dentist.

▲ **No claim forms:** Participating dentists will prepare and submit claim forms for you.

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

To find out if your dentist is part of the Delta Dental Premier network, call your dentist or visit our web site at [www.nedelta.com](http://www.nedelta.com). Click on Locate a Dentist, then Local or National Dentist Directory. You can also call our Customer Service Department at 1-800-832-5700 or 603-223-1234.

### Claim Submission Process for Participating Dentists

▲ Present your ID card to the dentist at the time of your visit.

▲ The dentist will submit your claim to Northeast Delta Dental.

▲ Northeast Delta Dental will send you an Explanation of Benefits (EOB) detailing what has been processed under your program's coverage. You are responsible to pay any remaining balance directly to the dentist.

If you visit a non-participating dentist, you may be requested to bring a claim form that is available by calling Northeast Delta Dental or can be downloaded from [www.nedelta.com](http://www.nedelta.com). Payment will be made to you, the Subscriber, unless the state in which the services are rendered requires that assignments of benefits be honored and Northeast Delta Dental receives written notice of an assignment on the claim form before payment for benefits is made. Payment for treatment performed by a non participating dentist will be limited to the lesser of the dentist's actual submitted charge or Delta Dental's allowance for non-participating dentists in the geographic area in which services are provided. It will be your responsibility to make full payment to the dentist. When there is not sufficient fee information available for a specific dental procedure, Northeast Delta Dental will determine an appropriate payment amount.



Northeast Delta Dental  
One Delta Drive  
P.O. Box 2002  
Concord, NH 03302-2002  
[www.nedelta.com](http://www.nedelta.com)

### Predetermination of Benefits

Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it's not required, predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the dentist.

### Coordination of Benefits

When a covered individual under this program has additional group dental coverage, the COB (Coordination of Benefits) provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions, please contact our Customer Service department at 1-800-832-5700 or 603-223-1234.

### Identification Card

Two identification cards from Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber's name, but can be used by everyone covered under the program.

### Dental Plan Description Booklet

You will receive a Dental Plan Description booklet shortly after your enrollment. This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental program.

### Who is Eligible

All eligible employees and their dependents, defined as:

- (a) the spouse to whom the Subscriber is legally married; and/or
- (b) a child of the Subscriber or of the spouse of the Subscriber, by natural birth or legal adoption or a child in the process of adoption or guardianship, a foster child legally placed by order of a court or agency having competent jurisdiction and/or a stepchild, provided such child is under the age of twenty-six (26).

Qualified children are eligible regardless of student status and coverage will terminate when a child reaches the age of twenty-six (26). Children incapable of self-support because of physical or mental disability are eligible regardless of age; supporting documentation from a health-care provider may be requested. A newborn child is automatically covered for the first thirty-one (31) days following birth. Coverage will continue if the child is formally enrolled within the first [thirty-one (31) days following birth or the child may be enrolled thereafter at any open enrollment or as of the first day of the month following the month of the child's second birthday.

### Guarantee Of Service Excellence<sup>sm</sup> Program

Northeast Delta Dental is committed to providing extraordinary service to all its customers. We believe that when our people are inspired to pursue excellence in order to achieve a higher level of customer satisfaction, all those who share in Northeast Delta Dental will benefit. To emphasize our commitment, we guarantee seven major areas of service to our clients and reinforce them by our comprehensive group refund policy.

### Claims Inquiry

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 1-800-832-5700 or, 603-223-1234. This information should be used only as a guideline for your dental benefits. For detailed information on your group's benefits, please refer to your Dental Plan Description booklet or consult your employer.

