COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE TOWN OF GILFORD

AND

TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE

ON BEHALF OF THE

TOWN OF GILFORD POLICE DEPARTMENT EMPLOYEES

January 1, 2016 – December 31, 2017

The Town of Gilford, acting through its duly authorized Board of Selectmen (hereinafter referred to as the "Town") and Teamsters Local 633 of New Hampshire (hereinafter referred to as the "Union") agree as follows:

ARTICLE 1

Recognition and Bargaining Unit Description

1.1 The Town recognizes Teamsters Local 633 of New Hampshire as the sole and exclusive bargaining agent for the members of the Union for the purpose of collective bargaining as to terms and conditions of employment pursuant to the provisions of RSA 273-A; in accordance with the certification and order issued by the New Hampshire Public Employee Relations Board by decision number 2007-142 dated October 5, 2007.

1.2 The bargaining unit shall consist of the following regular full-time employees in the Gilford Police Department: Clerks, Dispatchers, Patrol Officers and Corporals.

1.3 The following Town employees are excluded from the bargaining unit and are therefore not subject to the terms of this Agreement: Executive Secretary, Technical Assistant, Sergeant, Lieutenant, Captain, Deputy Chief, and Chief.

1.4 The Union will keep the Town informed of the correct names and addresses of the officers and stewards of Teamsters Local 633.

ARTICLE 2

Employee Rights

2.1 The Town agrees not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because he/she had given testimony, or taken part in a grievance procedure, or any other Union proceedings.

2.2 The Town and the Union agree not to discriminate in any manner against any employee covered by this Agreement because of race, religion, creed, color, age, handicap, national origin, or sex.

2.3 Upon individual authorization signed by the employee requesting dues deduction(s) the Town agrees to deduct from the pay of the member the authorized dues and initiation fees for Union membership and voluntary D.R.I.V.E. contributions, as certified to the Town by the Teamsters Local 633. Said deduction should be made each pay period provided, however, that if an employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection of dues will be made for that pay period. The

Town will send the amount so deducted once a month, prior to the 20th of the month for which the dues are deducted, to the Secretary-Treasurer, Teamsters Local 633 of N.H., PO Box 870, Manchester, NH 03105. The Union shall indemnify and hold harmless the Town should any dispute arise between the Union and the Town as a result of the administration of this Article.

2.4 The Town will provide space for the Union to install a bulletin board for the purpose of posting Union notices and information.

2.5 Any unit employee who chooses not to join the Union shall pay an agency fee to the Union for the cost of collective bargaining and contract administration. No part of this service charge shall be used for political donations. Said service charge shall not exceed ninety-five percent (95%) of the dues of members, and the Union agrees to defend and hold the Town harmless should there be a dispute between an employee and the Union over the matter of agency fee deductions. If the Union determines that the cost of collective bargaining and contract administration exceeds ninety-five percent (95%) of the dues paid by members, the Union agrees to meet with the Town to discuss a possible increase in agency fees beyond the ninety five percent (95%) cap established above.

ARTICLE 3

Management Rights

3.1 Except as specifically limited or abridged by the terms of this Agreement, the management of the Town in all its phases and details shall remain vested exclusively in the Town and its designated agents.

3.2 The Town and its agents shall have jurisdiction over all matters concerning the management of Town Departments, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the establishment of qualifications for employment, the establishment of work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, and relieve employees from duty, the right to decide job classifications, the right to abolish and create positions, the right to determine the methods, processes and manner of performing work and the general control of the operation of the Department in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

3.3 The Chief of Police shall retain full authority to direct personnel in an emergency situation, and the Board of Selectmen shall have the ultimate authority to approve, adopt and enforce Police Department operating procedures and all other terms and conditions of employment that are not specifically covered by this Agreement.

ARTICLE 4

Consultation

4.1 Representatives of the Union may meet with the Chief of Police or his/her designee once a month to discuss matters of mutual concern, at a mutually agreed time and place, including those matters necessary to the implementation of this Agreement. A written agenda shall be exchanged between the Union and Chief of Police no less than five (5) days before the scheduled date of the meeting. At the discretion of the parties, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief of Police or his/her designee and the Union from meeting on a less frequent basis on mutual agreement.

4.2 Nothing contained herein shall prevent the Union from consulting with the Chief of Police or his/her designee at any time, if matters of mutual concern arise.

ARTICLE 5

Grievance Procedure

5.1 A grievance is defined as a written dispute, claim, controversy or complaint which is filed and signed by the Union or a unit employee that alleges a violation of this Agreement. (Note: An employee who has a complaint must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) days. It is anticipated that nearly all complaints can be resolved informally without grievance.)

5.2 Each grievance must be submitted in writing by the Union or the employee and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.

5.3 Grievance Procedures

Step One An employee desiring to process a grievance must file a written statement of the grievance to the Police Chief no later than ten (10) business days after the employee knew, or should have known, the facts on which the grievance is based, and in no case more than thirty (30) days from the occurrence of the act by the Town causing the grievance. The Chief or his/her designee shall meet with the employee within ten (10) business days following receipt of the notice and shall give a written decision within ten (10) business days thereafter. However, if an employee is suspended without pay or discharged they will be entitled to skip Step One of the grievance procedure and go directly to Step Two and the Town Administrator or his/her designee will make himself/herself available within five (5) business days. If this does not occur the aggrieved employee can go directly to step 3.

Step Two — If the employee is not satisfied with the decision of the Chief, he/she may file, within five (5) business days following the Chief's decision, a written appeal with the Town Administrator setting forth the specific reasons why he/she believes the Agreement is being violated by the Employer action in question. Within twelve (12) business days following receipt of the appeal, the Town Administrator shall schedule a Hearing. Said hearing shall be held no later than twenty (20) business days following receipt of the appeal and written decision shall be rendered within five (5) business days thereafter.

Step Three — If the employee is not satisfied with the decision of the Town Administrator, the Union or employee may file, within ten (10) days following receipt of the decision of the Town Administrator, a written appeal with the Board of Selectmen setting forth the specific provisions of the Agreement the Union believes has been violated by the Town. Within ten (10) working days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) days, twenty (20) days if the issue involves a loss of pay for an employee, following receipt of the appeal. A written decision shall be rendered no later than ten (10) days after the hearing.

Step Four — If the employee is not satisfied with the decision of the Board of Selectmen, the Union or employee may file, within thirty (30) business days following the receipt of the Board's decision, a request for arbitration to the American Arbitration Association under its rules and regulations. The decisions of the arbitrator shall be advisory only, and shall not be binding on the Town. Within ten (10) days of receipt of the arbitrator's advisory decision, the Board shall issue a final decision on the grievance. If the issue before the arbitrator involves discipline, the arbitrator shall determine only if the employee actually committed the offense that led to the discipline. Once an arbitrator determines that an employee did commit an offense that led to discipline, the Town's determination of the appropriate level of discipline will prevail.

5.4 The cost of arbitration shall be borne equally by the Town and the Union.

5.5 The foregoing time limitations may be extended by mutual agreement of the parties.

5.6 The grievant may be present at all steps of the procedure.

5.7 The grievant has the right to be represented at any step of the grievance procedure as outlined in Section 3 of this Article, by a representative of the Union, either a Steward or the Union Business Agent.

5.8 Individuals called as witnesses shall be compensated by the party initiating the request for such service.

5.9 No material related to the filing of a Grievance shall be placed in the employee's Personnel File.

5.10 Time Limits

Unless time limitations have been mutually extended as set forth herein, the failure of the Union or an employee to file a grievance as set forth in Section 5.2 within the allotted time frames shall void the grievance. A failure on the part of the Town to respond within the allotted time frames shall constitute a denial of the grievance.

ARTICLE 5A

Personnel Files

5A.1 Employee Access to Personnel Files

The rights of employees to access to their personnel file shall conform to RSA 275:56, provided, however, that employees may only review these files during non-working hours. There shall be a charge of ten cents per page for copies of documents.

5A.2 Public Access to Personnel Files

The Town shall not provide copies of any documents from an employees' personnel file to any person requesting such information except upon a signed written statement by the employee (to be confirmed verbally); and by court order or when such documents are being used by the Town for official purposes not otherwise prohibited by law.

5A.3 Any record of disciplinary action shall remain part of the employee's personnel file unless removed by decision of the Board of Selectmen.

5A.4 The Union and the Town agree that if an employee does not incur subsequent discipline for similar misconduct or incompetence, the value of such discipline diminishes over time. Warnings, reprimands, and suspensions of less than five (5) days, shall, after three (3) years, no longer be admissible to establish a prior offense, but may be used in any proceeding to establish employee knowledge of departmental policies, procedures, and performance expectations.

5A.5 Any and all unfounded complaints shall not be part of an employee's personnel file.

5A.6 Investigative files shall not be part of an employee's personnel file.

ARTICLE 6

Leaves of Absence

6.1 Leave from duty with pay shall be granted to on-duty members of the Union's Negotiating Committee, who attend meetings between the Town and the Union for the purpose of negotiating the terms of an agreement.

6.2 Leave from duty with pay shall be granted to an on-duty employee who files a grievance under Article 5 (Grievance Procedure) for the purpose of attending any hearing relating to the employee's grievance.

6.3 Bereavement Leave

Employees shall be granted up to three (3) consecutive work days of paid leave upon the death of a spouse, or any member of his/her immediate family. Immediate family shall include the following: (step) mother, (step) father, (step) son, (step) daughter, (step) brother, (step) sister, grandmother, grandfather, grandchild, ward, or relative residing in the employee's home. Special leave of one (1) working day with pay shall be granted to an employee for the purpose of attending the funeral in the event of death of his/her sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt or uncle. Exceptions may be made by the Chief of Police or his/her designee in special circumstances.

6.4 The Family Medical Leave Act (FMLA) will be provided in accordance with federal law and as otherwise outlined in the Town's Personnel Plan.

6.5 Military Leave

The Town shall grant leaves of absence without pay to unit employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the USERRA of 1994.

6.5.A Employees in the military reserve will receive the required time off to complete training and drill obligations, provided that a copy of the official orders or instructions are presented to the Police Chief as soon as possible. This information shall be made a part of an employee's permanent personnel record. Employees who enlist or are recalled to active Armed Forces duty, for a time period beyond normal annual training and drill obligations, shall have all of the re-employment rights as allowed by applicable laws.

6.5.B Employees must notify the Police Chief of their availability to return to work as soon as possible, but no later than three (3) business days after receiving official notice from the military of pending discharge or release from duty.

6.5.C The Town reserves the right to use whatever means it deems necessary to fill a vacancy for the duration of a military leave of absence, including, but not limited to mandatory overtime, shift changes and/or the employment of qualified temporary employees.

6.5.D Upon return from military duty, employees will be placed in the position previously held with status and pay pursuant to this Agreement, provided the employee meets all fitness for duty and certification standards.

6.6 Unpaid Leave of Absence

The Board of Selectmen may, at its sole discretion, grant an unpaid leave of absence to an employee upon written request due to an emergency or extenuating circumstances not covered by FMLA or any other applicable law. The decision of the Board and any conditions that may be imposed in approving such a request shall be final and not subject to any grievance proceedings. No paid leave benefits will be allowed to accrue during an unpaid leave of absence under this Section, and such time will not count towards years of service. [See also Sections 14.3 (short-term disability) and 14.4 (long-term disability)]

6.7 Childbearing

For the purpose of childbearing, a female employee shall be granted a leave of absence pursuant to the provisions of RSA 354-A:7,VI and the FMLA. The employee will be paid for the period of disability provided the employee has sufficient accumulated vacation, holiday pay and/or sick leave available to cover such time off; otherwise the leave shall be unpaid pursuant to the provisions of Section 6.6 above.

ARTICLE 7

Probationary Employees

7.1 Notwithstanding the provisions of Section 7.2 below, all regular full-time Police Department "civilian" employees whose positions are otherwise eligible to be in the bargaining unit shall be required to serve a six (6) month probation period upon being hired. In addition, the Town reserves the right to extend the initial probation period for an additional three (3) months at its sole discretion.

7.2 All employees hired as a regular full-time Police Officer whose positions are otherwise eligible to be in the bargaining unit shall be required to serve a minimum twelve (12) month probation period. In addition, the probation period shall be automatically extended until such time as the employee is certified by the State of New Hampshire as a full-time Police Officer and successfully completes a field training program.

7.3 A probationary employee may be discharged as a Town employee at any time for any reason and shall not be entitled to any of the terms and conditions of this Agreement, except as otherwise noted in Section 8.3.

ARTICLE 8

Promotions and Transfers

8.1 The Town shall provide the Union with notice of all Police Department job vacancies for posting on the Union bulletin board.

8.2 Vacancies and promotions shall be filled by the most qualified applicant as determined solely by the Town; however, the Town will make every effort to promote qualified employees from within the bargaining unit.

8.3 An employee who is promoted to another position shall be placed in a probationary status in that position for ninety (90) days during which time the Town shall evaluate the employee's job performance as it deems necessary. If an employee is a member of the bargaining unit and is found to perform the duties unsatisfactorily, (as determined solely by the Town), then he/she shall be returned to the classification, pay grade and wage rate in effect prior to the promotion. In addition, any member of the bargaining unit who is promoted shall be returned to his/her previous job classification and pay upon written request at anytime during the probationary period. [NOTE: nothing herein is intended to waive the probation period and the requirement for certification in the event a civilian employee is promoted to a Police Officer position as set forth in Section 7.2.]

8.4 Employees who accept a promotion or voluntarily transfer to a position that is not covered under this Agreement shall cease being entitled to the benefits and other conditions of employment as set forth herein.

8.5 The Town reserves the right to make lateral transfers and re-assign roles or duties within the bargaining unit at the same pay grade classification at its sole discretion, provided there is no reduction in base pay rate.

8.6 The Town reserves the right to demote employees for just cause and to reduce the employees' base pay rate to the equivalent step or proportion thereof for the pay grade applicable to the new position, subject to the provisions of the grievance procedures as set forth herein.

8.7 Employees who are promoted to another position within the bargaining unit shall be entitled to a minimum five percent (5%) pay increase or the equivalent step or proportion thereof for the pay grade applicable to the new position, whichever is higher; except in the case of a Patrol Officer being promoted to the position of First Class Patrol Officer, in which case the maximum pay increase shall be two and one-half percent (2.5%); or a Patrol Officer being promoted to the position of Corporal, in which case the maximum pay increase shall be three and one-half percent (3.5%); or a First Class Patrol Officer being promoted to the position of Corporal, in which case the maximum pay increase shall be two and one-half percent (2.5%).

8.8 A bargaining unit employee who is certified and utilized as a Field Training Officer or Communications Training Officer shall be eligible for temporary service out of rank pay as otherwise set forth in Section 16.6 of this Agreement.

8.9 The Police Chief (or designee) shall administer a promotional examination process for the purposes of determining eligibility for promotion in the event of a vacancy in the position of Sergeant. Such tests shall commence upon a minimum fifteen (15) day notice to the employees by posting on the Union bulletin board; and may consist of physical agility & fitness, written examinations, oral boards, personal interviews, and any other measure(s) of police leadership aptitude as may be determined by the Chief of Police. The overall results of the completed test (comprehensive grade only) shall be published on the Union bulletin board and these results shall be in effect until the next testing process is completed. Only those employees who meet the minimum qualifications (as determined by the Police Chief) that are set forth in the Police Sergeant job description shall be eligible to take the promotional exam. Employee participation in these exams shall be voluntary, (but shall be a requirement for promotion), however, time spent during the exam process shall not be subject to any compensation. Test results shall also be used to determine eligibility for promotion to the position of First Class Patrol Officer and Corporal. The final decision on all promotions shall be at the sole discretion of the Board of Selectmen, taking into account the examination results and other factors such as seniority, personnel records, job performance, training, education, experience, and the recommendation of the Police Chief.

ARTICLE 9

Overtime

9.1 Police Officers covered by this Agreement shall be entitled to be paid at the rate of time and a half their regular pay rates for all time worked in excess of forty-four (44) hours in a seven day work period (Sunday through Saturday), or more than eighty (80) hours over the course of a two week tour of duty. For the purposes of this Agreement, approved vacation leave and holiday time-off with pay shall be considered time worked for the calculation of overtime pay eligibility, but no other forms of compensation, including private details, sick leave, personal days, bereavement or work performed for someone else as an approved shift swap shall be considered time worked for the calculation of overtime pay. In the event of extraordinary circumstances, an employee may submit a request to the Police Chief to have authorized leave pay changed to vacation (if accumulated vacation time was otherwise available when the leave was taken) in order to receive overtime pay when extra hours are worked on a non-voluntary basis. Such requests shall not be unreasonably denied.

9.2 Communication Specialists covered by this Agreement shall be entitled to be paid at the rate of time and one half their regular pay rates for all time worked in excess of forty (40) hours in a seven day work period (Sunday through Saturday). For the purposes of this Agreement, approved bereavement, personal days and vacation leave shall be considered for the calculation of overtime pay eligibility. Private details, sick leave, holidays, and work performed for someone else as an approved shift swap shall not be considered time worked for the calculation of overtime pay.

9.3 All overtime must be approved by the Police Chief or his/her designee. Except in the event of an emergency, the Town will attempt to provide employees with advance notice of the

necessity for overtime work. To the extent possible, the Town will attempt to equally distribute overtime among employees.

9.4 Any employee covered by this Agreement who has been called back to work during his/her off-duty time after being dismissed shall be guaranteed a minimum of (2) two hours of pay at time and a half. Call back pay shall not apply in cases where an employee is required to extend his/her work shift on either end.

ARTICLE 10

Court and Hearing Appearance

10.1 Court Time

Unit employees who are required to appear to testify in court on work related matters outside of their regularly scheduled work hours, shall be compensated at a rate of time and one-half for the actual time spent in court, with a three (3) hour minimum. Travel time shall not count as hours worked, but employees shall be compensated for mileage or provided with a Town vehicle at the discretion of the Police Chief. Employees shall sign over to the Town all forms of compensation received through the court system.

10.2 Jury Duty

The Town considers it a civic duty to serve on a jury if summoned and will grant employees leave in order to serve on a jury. Employees summoned for jury duty will be paid their regular base pay as hours worked and shall sign over to the Town all forms of compensation received through the court system. Employees must show their jury summons to the Police Chief as soon as they receive the notice. In addition, the employee is expected to promptly return to their job if they are excused from jury duty during their regular working hours.

ARTICLE 11

Holidays

11.1 Public safety employees in the bargaining unit shall be expected to report to work as scheduled at all times, regardless of holidays. Such employees shall be compensated for holiday pay at the rate of one day (8 hours) per complete calendar month worked. Payment for up to 12 holidays per year shall be made with the first paycheck in the month of December, or upon separation at the pay rate in effect at that time.

[NOTE: time off for unpaid leaves of absence after FMLA or unpaid suspensions shall not count as time worked, but all other forms of leave shall constitute work time for the purposes of this Section.]

11.2 Non-public safety employees in the bargaining unit who are allowed to take Town recognized holidays off shall be paid in accordance with the Town's Personnel Rules.

11.3 Optional Holiday Pay

Employees who do not routinely work a patrol or dispatch shift may submit a written request to the Police Chief at least one week in advance to take a holiday off with pay. Such requests shall not be unreasonably denied. If approved, the employee shall have eight (8) hours deducted from their end-of-year holiday pay for each holiday that was taken off with pay.

ARTICLE 12

Vacation & Sick Leave

12.1 Vacation

Unit employees are eligible for paid vacation. Each unit employee is required to take at least one scheduled work week of vacation leave per year.

Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's current hire date.

If illness or injury occurs during a scheduled vacation, sick leave benefits will not begin until the employee is scheduled to return to work.

If requested, an employee shall be paid his/her vacation pay before starting vacation, provided that such vacation pay is scheduled at least two (2) weeks in advance; otherwise, the employee shall be paid vacation pay upon return from vacation. Advance pay will not be an option for the last two weeks of a fiscal year end, or the first week of a new fiscal year. Vacation pay for a full week will be paid and deducted for 40 hours.
Vacation is earned during the year and is accrued on a weekly basis for every completed work week according to the following schedule:

Years of Continuous Service	Vacation Time Earned Per Week
1 – 5	1.54 hours (= up to 10 days)
6-10	2.31 hours (= up to 15 days)
11-20	3.08 hours (= up to 20 days)
21+	3.85 hours (= up to 25 days)

[NOTE: time off for unpaid leaves of absence after FMLA or unpaid suspensions shall not count as time worked for the purpose of calculating vacation leave earnings, but all other forms of leave shall constitute work time for the purposes of this Section.]

12.1.A Employees will be credited with vacation time earned during the initial probation period upon the successful completion of the probation period.

12.1.B Employees will only be allowed to carry-over one hundred twenty (120) hours of unused vacation time from one fiscal year to the next. Unused vacation leave in excess of one hundred twenty (120) hours will be bought back at a rate of fifty percent (50%) payable with the last paycheck in the fiscal year at the pay rate in effect at that time, except in cases where a vacation leave request that was submitted prior to December 1 was denied or rescinded by the Town for public safety reasons, in which case the employee shall be paid for one hundred percent (100%) of that unused leave.

12.1.C Employees shall receive one hundred percent (100%) of their accumulated vacation leave as part of their last paycheck upon separation, in the event of a layoff, voluntary resignation with at least two (2) weeks notice, death of the employee, or involuntary separation for medical reasons. Employees who do not provide a minimum two (2) weeks notice or are discharged for any reason (other than medical) shall forfeit unpaid vacation leave.

12.1.D Employees who have utilized at least forty (40) consecutive hours of approved paid leave in a calendar year may thereafter cash in any amount of unused accumulated vacation leave at a rate of fifty percent (50%), with the remaining fifty percent (50%) to be deemed forfeited.

12.2 Sick Leave

Unit employees shall be entitled to sick leave with pay, which shall be earned and accumulated at the rate of eight (8) hours per completed month of actual work to a maximum of one hundred ninety-two (192) hours.

Employees must notify the supervisor at the employee's work place at least four (4) hours prior to their scheduled shift to be eligible for paid leave except in the case of an emergency. The Police Chief or Town Administrator may order the employee to submit to a physical examination by a physician employed by the Town if they have reason to believe an employee may be feigning illness or injury. Proof beyond a reasonable doubt that an employee has been feigning illness or injury shall be cause for dismissal. In all cases when an employee takes more than three (3) consecutive days of sick leave, they shall submit a doctor's certificate or these days shall be deducted from vacation time, or in the event vacation time has been exhausted, he/she shall not be paid for such days. Any employee may receive sick leave to attend to an illness or doctor's appointment for a member of the employee's immediate family (spouse and children), however, leave requested for this purpose shall not exceed thirty-two (32) hours per year.

Employees on extended sick leave (beyond 3 days) should apply for Family and Medical Leave, otherwise they may be placed on FMLA by the Town. In the case of employees who are eligible and entitled to leave under FMLA, any sick leave taken under this Section will count towards the amount of leave permitted under the Act.

Employees who have used sick leave (or other accumulated leave pay) while waiting for

disability insurance payments shall be required to buy back leave time upon receipt of such payments to ensure they do not earn more than one hundred percent (100%) of their pre-disability income.

Employees who are absent from work due to illness in excess of three consecutive work days may be required by the Police Chief to obtain certification from their physicians that they are able to return to work.

12.2.A Employees will be credited with sick leave time earned during the initial probation period upon the successful completion of the probation period.

12.2.B Upon voluntary employment separation with at least two weeks notice, employees shall be compensated for unused sick leave up to a maximum of one hundred ninety-two (192) hours to be paid in weekly increments of up to forty (40) hours as set forth in Section 19.5 at the wage rate in effect at that time as follows:

- Years 1 -5 - 0%
- Years 6-10 50%
- Years 11+ - 100%

12.2.C Regular full-time employees who have accumulated the maximum amount of sick leave, (192 hours), may thereafter cash in unused accumulated sick leave at a rate of twenty-five percent (25%) – one hour of pay at straight time for four hours taken off the books. Employees who are otherwise eligible for sick leave buy-back and have completed ten (10) years of regular full-time service to the Town shall be eligible to cash-in their sick leave at a rate of fifty percent (50%) – one hour of pay at straight time for two hours taken off the books. Requests shall be submitted in writing to the employee's Supervisor (either the Department Manager or Town Administrator), to be passed onto the Finance Department.

12.2.D The Town reserves the right to relieve employees from duty and place them on sick leave (to be paid if accumulated time is available) upon a determination that an employee is too sick to work safely or poses a risk of spreading a health condition to other employees. An employee who is aggrieved by this decision must provide the Town with a doctor's note indicating they are healthy enough to work and/or do not pose a threat of contaminating others, in which case the leave time shall be restored as if it were worked.

12.2.E The Police Chief may require employees who are absent from work on a holiday due to an illness to provide a doctor's note in order to be eligible for eight (8) hours of holiday pay.

[NOTE: time off for unpaid leaves of absence after FMLA or unpaid suspensions shall not count as time worked for the purpose of calculating sick leave earnings, but all other forms of leave shall constitute work time for the purposes of this Section.]

12.3 Sick Leave Donations

12.3.A Town employees may voluntarily donate accumulated sick leave for the benefit of

a bargaining unit member who is unable to work due to an illness or injury and has exhausted all previously earned vacation and sick leave.

12.3.B In order to donate and/or receive sick leave under this policy, an employee must submit the following to the Town Administrator:

(1) A written statement signed by the employee requesting authorization to receive donated sick leave, indicating the commencement date when all other forms of leave have been or will be exhausted. (The Town Administrator may waive this requirement in the event that the employee is incapacitated.)

(2) A written statement signed by the employee indicating a voluntary donation of sick leave, to include the amount of time being donated (in 8 hour increments only) and the name of the recipient.

12.3.C Donations of sick leave shall be deducted from an employee's accumulated sick leave account and transferred into the recipient's account immediately upon receipt of the required paperwork. The value of donated sick leave days shall be calculated at the recipient's regular rate of pay at the time of disbursement. Unused donated sick leave shall remain in the recipient's account.

12.3.D The maximum amount of sick leave to be donated to any employee shall be seventy-two (72) days total (576 hours) and ten (10) days (80 hours) per donor, to be disbursed at a maximum rate of five (5) days per pay period. Extensions may be approved at the sole discretion of the Board of Selectmen.

12.3.E The use of donated sick time shall not serve to change any existing conditions of employment or extend the member's tenure in position, nor shall it impact the accrual of sick leave or the eligibility for sick leave bonus pay as otherwise set forth in the Agreement.

12.4 Personal Day

Employees shall be eligible for one regularly scheduled shift as a personal day off with pay per calendar year upon one week notice to their Supervisor, except in the event of an emergency, whereby approval shall not be unreasonably withheld. Personal days cannot be used in hourly increments.

ARTICLE 13

Worker's Compensation

13.1 The Town shall provide workers' compensation insurance for all employees covered by this Agreement in accordance with the provisions of RSA281-A.

13.2 During such time as an employee is unable to work due to a worker's compensation

injury claim, the injured employee may use his/her accumulated leave (or portions thereof) in order receive his/her regular weekly pay (up to 40 hours per week). Such leave may include vacation, holiday and/or sick leave.

13.3 Employees may buy-back used leave at their sole discretion when receiving worker's compensation insurance payments.

13.4 An employee injured at work who fails to immediately report back to work (in accordance with the work schedule in effect at that time) upon a "fit for duty" medical diagnosis or an employee found to be working for someone other than the Town while on paid administrative leave due to a worker's compensation injury shall be discharged.

13.5 The Town reserves the right to have any employee who is out of work due to a workers' compensation claim evaluated by medical professional(s) of its choice at Town expense (including mileage reimbursement) at mutually convenient times.

13.6 The Town, at its discretion, may require injured employees to report to work for temporary light duty assignments if such work is approved by a medical doctor. Employees who refuse are subject to discharge.

13.7 An employee out of work due to a bonafide work place injury shall be considered to be on administrative leave for a period not to exceed eighteen (18) months from the date of injury. During this period he/she shall continue to be eligible for all benefits as set forth in this Agreement. If an employee is unable to return to his/her normal duties within eighteen (18) months from the date of the injury, the Town shall have the right to discharge the employee for medical reasons, and to disburse any accumulated leave time the employee may have available up to the maximum amounts as set forth herein. However, the availability for continued benefits and eighteen (18) month leave period shall not be applicable if the injury:

(a) occurs while in the employ of someone other than the Town;

(b) is the result the employee's own gross negligence or horseplay;

(c) is a condition that existed prior to being employed by the Town.

ARTICLE 14

Insurances

14.1 Health Insurance

The Town will provide unit employees with the ability to enroll in either a BC3T20 with RX 10/20/45 plan (POS Option 3) or a MTB20IPDED with RX 10/20/45 plan (HMO Option 5) as offered through the New Hampshire Health Trust. Employees may select the plan of their choice, to include single, two-person or family coverage, in accordance with the eligibility rules

of the provider. The Town shall pay ninety percent (90%) of the premiums. Employee contributions shall be on a pre-tax (per IRS Section 125) weekly payroll deduction basis.

(See Appendix C for Plan Descriptions and Rates)

The Town may substitute these policies for comparable or better coverage upon sixty (60) day written notification to the Union. [NOTE: comparable or better coverage shall be defined as no increase in out-of-pocket employee expenses for prescriptions, deductibles and co-payments.]

14.1.A Health Insurance Opt-Out Plan

If a bargaining unit employee has health insurance coverage that is not paid for by the Town, the Town shall pay that employee fifty percent (50%) of the premiums for the HMO plan offered based on the annual cost (July 1 – June 30) for a single plan. In situations where a parent or both spouses are employed by the Town on a full-time basis, an employee who does not subscribe for Town paid health insurance benefits, shall be paid twenty-five percent (25%) of the premiums as otherwise noted herein. Such payments shall be made as a weekly stipend equal to 1/52 of the total amount due. This stipend will be considered income for tax purposes but not for base wage, retirement or overtime pay calculations. To be eligible the employee must show proof of said coverage upon request of the Town. Employees who lose outside coverage due to divorce, death of a spouse or spouse's termination will be allowed back into the insurance plan paid for by the Town in accordance with the terms of the carrier.

14.1.B The parties agree to work cooperatively and to negotiate in good faith to avoid the imposition of all taxes, assessments, and/or other fees (hereafter "penalties") that may result from the implementation of the so-called "Cadillac tax" under the federal Affordable Care Act.

14.2 Dental Insurance

The Town shall provide unit employees with the ability to enroll in the Delta Dental Option 1 insurance plan. Employees may select single, two-person or family coverage, in accordance with the eligibility rules of the provider. The Town shall pay ninety percent (90%) of the premiums. Employee contributions shall be on a pre-tax (per IRS Section 125) weekly payroll deduction basis.

The Town may substitute this policy for comparable or better coverage upon sixty (60) day written notification to the Union.

14.3 Short-Term Disability Income Protection

The Town will provide short-term [up to twenty-six (26) weeks] disability income protection for unit employees, at no cost to the employee, in accordance with the terms of the carrier. However, it shall be understood that such payments do not obligate the Town to maintain an employee's status and benefits except as otherwise set forth in this Agreement. [See also Section 6.6]

14.4 Long Term Disability Income Protection

The Town will provide long-term disability income protection for unit employees, at no cost to the employee, in accordance with the terms of the carrier. However, it shall be understood that such payments do not obligate the Town to maintain an employees' status and benefits except as otherwise set forth in this Agreement. [See also Section 6.6]

14.5 General Liability Insurance

The Town agrees to protect and indemnify unit employees pursuant to the provisions of RSA 31:105-108. In addition, the Town will provide a general liability insurance policy for all employees covered by this Agreement.

14.6 Life Insurance

The Town shall provide unit employees, with fully paid group life and accidental death & dismemberment insurance in an amount equal to (1.65) times the annual base salary, up to a maximum of $100,000 in accordance with the terms of the carrier.

14.7 Flexible Benefit Plan

The Town will offer unit employees an IRS recognized Flexible Benefit program to include a health care reimbursement plan and a dependent care reimbursement plan in accordance with rules established by federal law, subject to such limitations as may be set by the Town.

14.8 IRS Taxable Benefits for Insurance

The Town will tax all insurances (health insurance for some dependants, life insurance over $100K, etc.) and other fringe benefits as otherwise required by federal law.

ARTICLE 15

Private Details

15.1 Unit employees who are certified by the New Hampshire Police Standards & Training Council as full-time police officers and otherwise qualified (trained) to work special private details shall be eligible to volunteer for such work during off-duty times on a first-come, first-served sign-up basis, provided, however, that requests for specific officers will be honored to the extent possible.

15.2 All employees who work a private detail will be paid at a rate of forty five dollars ($45.00) per hour. The minimum pay shall be four (4) hours.

15.3 Travel time to a private detail work site shall not count as hours worked, but employees shall be compensated for mileage (from the Police Station to the detail site) or provided with a

Town vehicle at the discretion of the Police Chief.

15.4 The Police Chief shall have the ultimate authority to develop and implement a private detail sign-up system, assign specific personnel, (including supervisors), cancel details, decline a request to provide a detail officer or mandate detail coverage as deemed to be in the best interests of public safety.

15.5 Sign-ups and assignments for private details shall be offered exclusively to qualified volunteers from within the bargaining unit for a period of one week from the time a detail assignment is posted. If no volunteers sign-up or in the event a private detail assignment becomes available with less than one week notice, the Police Chief may assign qualified employee(s) who are not otherwise scheduled to work, based upon department seniority, to be distributed on a rotating basis.

ARTICLE 16

Wages

16.1 Pay Plan

All employees whose positions are subject to this Agreement shall be paid an hourly wage pursuant to the pay classification plan attached hereto as Appendix A. Said plan shall be in effect as of the first pay period in January 2016. It shall be understood that the plan consists of minimum and maximum pay rates to be in effect for all unit employees, but the steps shall serve only as a guide for the placement of new employees as set forth in Section 16.3.

16.2 Wage Rates

Current employees (as of the date this Agreement is ratified by the parties) shall be assigned an employee classification and a specific step position (pay rate) in accordance with the pay classification plan referenced herein effective during the first pay period in January 2016, pursuant to the wage schedule attached hereto as Appendix B.

16.3 Initial Pay Rates

For new employees hired after the date this Agreement is ratified, the Town reserves the right to assign the initial pay rate (step) based on experience and qualifications and the availability of budgeted funds as determined solely by the Board of Selectmen. However, any existing employee in the same pay grade with similar (or greater) qualifications and experience may utilize the provisions of Section 16.5 below, to seek a step reclassification.

16.4 Merit Pay Increases

All bargaining unit employees shall be subject to job performance evaluations in accordance with the Town's Personnel Policies which shall be used to determine (a) whether or not a

probationary period has been completed satisfactorily; and if so how much of a pay increase has been earned; (b) the extent to which an employee is meeting his/her job expectations and goals as established by his/her supervisor on an annual basis; and if so how much of a pay increase has been earned; and (c) the extent to which employee conduct or behavior has been modified upon identification by a supervisor of a need for improvement. A copy of this policy and the evaluation form to be used is attached hereto as Appendix D.

16.5 Extraneous Pay Rate Adjustments

The Union may submit written requests to the Police Chief to increase an employee's step classification or reclassify an employee's job title (upward but not downward) for good cause. In addition, the Union may request the Police Chief approve a step adjustment (upward but not downward) for any employee whose compensation rate is at least ten percent (10%) lower than a compilation of comparable employees from other municipalities in Belknap County. The Police Chief may request the Union provide such justification as he/she deems necessary to submit a recommendation to the Board of Selectmen. It is understood that the Board of Selectmen has the final authority on such requests, which shall not be unreasonably denied.

16.6 Temporary Service Out of Rank

A unit employee who performs the duties of a higher rank for a period of two (2) weeks or more upon authorization of the Police Chief, shall be paid an additional five percent (5%) of his/her wages while performing such duties. (However, it shall be understood that nothing in this Agreement shall be construed to prevent or limit the ability of supervisors from performing the duties of subordinates whenever necessary upon the direction of the Police Chief.)

16.7 Heroic or Meritorious Effort Pay

The Board of Selectmen, upon recommendation of the Town Administrator and Police Chief, may award an employee an extra day's pay for an exceptionally heroic or meritorious performance of duty, not to exceed five hundred dollars ($500) or three (3) days pay, to any one employee in a year.

ARTICLE 16A

Hours of Work

16A.1 Work times, tours of duty, and shift schedules shall be established by the Chief of Police, provided, however, that employees shall be notified of any changes to their hours of work at least two weeks in advance or as soon as practical, except in the event of an emergency. Standard work shifts for Police Officers who are members of the bargaining unit shall be eighty (80) hours over the course of a two week tour of duty in shifts of eight (8), ten (10), or twelve (12) hours per day. The Town shall strive, in so much as reasonably possible, to provide all members of the bargaining unit with a minimum of two (2) consecutive days off per week.

16A.2 It shall be the exclusive prerogative of the Chief of Police, (upon approval of the Board of Selectmen), to establish minimum shift staffing levels or to fill vacant shifts with members of the bargaining unit.

16A.3 Work schedules for Dispatchers, Corporals, and special assignment personnel, (to include Detectives, Prosecutors, K-9 Handlers and School Resource Officers), shall be on a fixed shift basis, (non-rotating, but subject to periodic adjustments), as determined by the Chief.

16A.4 Rotating Shifts

Employees who are assigned to patrol duties shall be required to work rotating shifts as determined by the Police Chief. The Union, and its affected members, shall be notified of changes in the rotation or deviations from the current practice at least two (2) weeks in advance in so much as possible, except in the event of an emergency. The Union shall work informally with the Police Chief on behalf of all its members in the event that it has suggestions on changes or improvements to the shift rotation system. The parties acknowledge that any substantive or permanent changes in the current system must be negotiated and agreed upon in writing.

16A.5 Employees may, upon written notice to the shift supervisor(s) at least 24 hours in advance to the greatest extent practical, voluntarily swap shifts for a period of not more than seven (7) days, provided that such shift swapping will not result in any additional overtime costs to the Town or call-back pay. The written notice must be signed by all affected employees.

16A.6 In the event of special circumstances that may result from an unanticipated event such as a family medical emergency, the need for reasonable accommodations under ADA, post traumatic stress, bereavement, military deployment, professional development opportunity or some other urgent situation, employees may request a long-term change in shift assignments and/or a waiver of the requirement to work a complete cycle, provided that such a request is submitted in writing, identifies a volunteer who is willing to swap shifts (if applicable) and is signed by all affected employees. Such requests shall be subject to the approval of the Police Chief (or designee) and shall not be unreasonably denied.

16A.7 Printed schedules of shift assignments shall be provided to the Union Steward for posting on the Union bulletin board.

16A.8 In the event of a permanent shift vacancy resulting from an employee separation, the Police Chief shall provide written notice to the Union Steward and thereafter meet with a Union representative upon written request within ten (10) days to discuss opportunities for current members of the bargaining unit to bid on a vacant shift assignment on the basis of seniority and qualifications. If the parties are unable to reach a mutually acceptable resolution, the next step will be a discussion involving the Union Business Agent and Town Administrator.

ARTICLE 17

Retirement

17.1 All unit employees and the Town shall participate in the New Hampshire Retirement System under such terms and conditions as may be applicable under state law and in accordance with NHRS rules. In addition, employees may voluntarily contribute such funds as allowed by law towards an IRS recognized Section 457 plan as administered by the ICMA.

ARTICLE 18

Safety & Training

18.1 The Town will establish and maintain a Joint Loss Management Committee (JLMC) as required by the New Hampshire Department of Labor. The Union shall delegate participation of one its members to serve on the JLMC and an alternate to serve when the regular delegate is unable.

18.2 The parties mutually agree to participate in a joint labor-management safety committee for the purpose of developing recommendations for a random drug testing program for police officers and dispatchers as well as any other employee safety and/or health issues. The committee shall submit such recommendations to the Board of Selectmen for a final decision at their sole discretion.

18.3 It is understood that the Town shall have the right to make and enforce regulations for the safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the Town at all times, to include the use and care of such safety devices as may be assigned in accordance with their intended purpose. Employees who violate Town safety policies or willfully engage in unsafe conduct during work hours shall be subject to disciplinary proceedings, up to and including discharge.

18.4 The Town reserves the right to require employees to undergo and successfully complete training programs as may be mandated by law or otherwise required by the Police Chief. Such training will be at Town expense, (including mileage, travel, course materials, meals and lodging), subject to IRS guidelines and written Town policies; unless an employee requests to (a) participate in a training activity that falls outside his/her normal duties or (b) takes college courses; in which case Town reimbursements shall be as otherwise set forth in the Town's Personnel Rules.

ARTICLE 19

Miscellaneous Provisions

19.1 Mileage Reimbursement

An employee who has approval from the Police Chief or his/her designee to utilize a private vehicle to conduct departmental business shall be reimbursed at the Town's reimbursement rate from the Police Station or his/her home, whichever is closer to the destination of the assignment.

19.2 Drug Free Workplace

Employees are prohibited from reporting to work or working under the influence of any illegal drugs or controlled substances not medically authorized in his/her system or under the influence or impaired by alcohol or other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public or other employees while on Town property or on Town time or Town business. Employees may not enter onto Town property in possession of any illegal drugs or controlled substances not medically authorized, except as otherwise necessary in the performance of the duties of a Police Officer upon the confiscation of such substances.

19.3 Uniforms

The Town shall provide employees with uniforms to be worn whenever conducting official business, except when civilian attire is required by the Chief of Police, in which case the Town shall provide for a reimbursement of up to three hundred dollars ($300) per year for the purchase of civilian clothing that is worn while performing authorized Police duties. In addition, the Town shall provide employees with all insignia, equipment, safety devices, footwear and gear (including jackets, weapons and ammunition) as determined necessary by the Police Chief for use in the course of duty. All such items shall remain property of the Town, except footwear. Employees shall be expected to maintain and care for all Town property to the standards established under Department rules and regulations, but the Town shall pay for cleaning costs. The Town shall replace such items as necessary absent employee abuse (in which case the employee shall replace the item) at the discretion of the Police Chief.

19.4 Health & Wellness

Unit employees shall be eligible for reimbursement of up to three hundred dollars ($300) per calendar year for a health club membership, durable fitness equipment, smoking cessation program and/or weight loss program, upon proof of payment.

19.5 Extended Paid Leaves

During such time as a member of the bargaining unit is being paid for vacation and/or sick leave as the result of a voluntary resignation or retirement, such payments shall be made in weekly increments that do not exceed the regular weekly base pay amount, but employees shall not be

eligible for any other benefits as set forth in this Agreement, except for the continuation of all insurances and holiday pay as otherwise set forth herein. Employees who give a minimum two (2) weeks notice of a pending resignation or retirement shall be notified in writing by the Town Administrator of the amounts of leave to be disbursed. Sick time shall be paid first until depleted and then vacation leave. In lieu of extended payments, an employee may request a lump sum payment equal to fifty percent (50%) of the total amount that would otherwise be due as of the effective date of separation.

ARTICLE 20

Separability

20.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, laws, ordinances and regulations of the United States of America and/or the State of New Hampshire, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 21

Entire Agreement

21.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

21.2 Both parties agree that the increased economic obligations negotiated under this Agreement over those obligations previously received by members of the bargaining unit are subject to the approval of the legislative body (Gilford Town Meeting) as otherwise set forth in the provisions of RSA 32:5-a and any other applicable laws. In the event that the legislative body fails to approve the cost items and appropriate the funds necessary to pay for the increased obligations as negotiated herein, then this entire Agreement shall be null and void.

ARTICLE 22

Duration of Agreement

22.1 The terms of this Agreement shall be effective commencing January 1, 2016, through December 31, 2017; and thereafter pursuant to the provisions of RSA 273-A other applicable laws, until such time as a successor agreement is negotiated and approved as otherwise provided by New Hampshire law.

22.2 Retroactivity

The terms and conditions of this Agreement shall be retroactively applied to January 1, 2016, as otherwise set forth in this Agreement upon ratification of the cost items by the voters at the March 2016 Town Meeting. No other retroactivity shall apply.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates noted below. ATTEST:

For the Teamsters Local 633 of NH:

_____
Business Agent

_____
Secretary-Treasurer

_____
Steward

_____
Committee Member

JANUARY 12, 2016
Ratification Date

For the Town of Gilford:

_____
Selectman, Chair

_____
Selectman, Vice-Chair

_____
Selectman, Clerk

JANUARY 13, 2016
Ratification Date

Cost Items Approved by Vote on Article ___ at the 2016 Annual Town Meeting held on the 8th day of March, 2016. ATTEST:

_____
Denise M. Gonyer, Town Clerk-Tax Collector

TOWN OF GILFORD/TEAMSTERS LOCAL 633 OF NH

APPENDIX A

PAY CLASSIFICATION PLAN

EFFECTIVE 1/1/16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
GRADE 1	CLERK	$13.10	$13.69	$14.31	$14.95	$15.62	$16.32	$17.06	$17.83	$18.63	$19.47
GRADE 2	COMMUNICATIONS SPECIALIST	$15.41	$16.10	$16.83	$17.59	$18.38	$19.20	$20.07	$20.97	$21.91	$22.90
GRADE 3	PATROL OFFICER (INCLUDES DETECTIVE & K9 OFFICER)	$19.14	$20.00	$20.90	$21.84	$22.82	$23.85	$24.93	$26.05	$27.22	$28.44
GRADE 4	PATROL OFFICER FIRST CLASS	$19.62	$20.50	$21.42	$22.39	$23.40	$24.45	$25.55	$26.70	$27.90	$29.15
GRADE 5	POLICE CORPORAL	$19.81	$20.70	$21.63	$22.61	$23.62	$24.69	$25.80	$26.96	$28.17	$29.44

TOWN OF GILFORD/TEAMSTERS LOCAL 633 OF NH
APPENDIX B
EMPLOYEE CLASSIFICATION SCHEDULE
EFFECTIVE 1/1/16

NAME	CLASSIFICATION	WAGE RATE	GRADE & STEP	ANNIVERSARY DATE
Baron, Kevin	Patrol Officer	$24.38	3/6+	1-Nov
Callahan, James	Patrol Officer	$21.84	3/4	5-Oct
Craver, Karen	Communications Specialist	$22.35	2/9+	1-Apr
Crowell, Charlene	Communications Specialist/CTO	$21.40	2/8+	1-Jan
Doris, Timothy	Communications Specialist/CTO	$21.66	2/8+	1-Jan
LeClaire, Priscilla	Communications Specialist	$16.11	2/2+	19-Sep
Mailloux, Curtis	Patrol Officer	$21.36	3/3+	18-Mar
O'Neill, Daniel	Patrol Officer/SRO	$26.98	3/9+	28-Dec
Parker, Denise	Patrol Officer/SRO/Detective	$23.77	3/5+	18-Dec
Raxter, Alyssa	Patrol Officer	$19.46	3/1+	2-Jun
Salmon, Andrew	Patrol Officer	$24.35	3/6+	2-Aug
Smith, Jordan	Patrol Officer	$19.56	3/1+	24-Aug
VanSteensburg, Adam	Patrol Officer/FTO/K9	$24.13	3/6+	23-Nov
Wall, Douglas	First Class Patrol Officer/FTO	$28.48	4/9+	1-Jan

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE TOWN OF GILFORD

AND

TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE

ON BEHALF OF THE

TOWN OF GILFORD POLICE DEPARTMENT EMPLOYEES

January 1, 2012 – December 31, 2013

APPENDIX C

INSURANCE INFORMATION

NEW HAMPSHIRE
Local Government Center

BLUECHOICE® NEW HAMPSHIRE THREE-TIER PLAN

A Point-of-Service (POS) Healthcare Plan

COMPREHENSIVE COVERAGE
You are covered for preventive care, doctor visits, emergency room visits, prescriptions, hospitalization, and more.

FREEDOM TO CHOOSE
The BlueChoice Three-Tier Plan combines the freedom of a traditional plan with the cost savings of a health maintenance organization.

Each time you need care, you may choose to see your primary care provider (PCP) or visit another provider at a lower benefit level.

OPTIONS TO REDUCE YOUR OUT-OF-POCKET COSTS
With the Three-Tier Plan, you can help control your out-of-pocket costs.

Your cost for care is generally the lowest when you see your PCP. In this case, there's no deductible to keep track of and you generally pay only a $20 copayment — or in some cases, none at all.

OFFERED THROUGH ANTHEM BLUE CROSS AND BLUE SHIELD
Your coverage is with one of the most trusted names in the business.

New Hampshire Local Government Center

BlueChoice

Three Plans in One

The Anthem Blue Cross and Blue Shield (BCBS) BlueChoice Three-Tier Plan is a point-of-service (POS) plan. This means you can take advantage of many attractive features that have been typically limited to health maintenance organizations — without sacrificing your choice of provider.

Here's how it works.

Each time you need care, you decide whether to see your PCP or visit another provider — inside or outside of the BlueChoice network. Your choice determines how your care is covered:

1. *Option 1 — when your PCP provides or arranges your care.* When your PCP provides or coordinates your care, you receive 100 percent coverage for most services with only a $20 copayment for office visits. You pay the least in out-of-pocket expenses.
2. *Option 2 — when you seek care directly from a BlueChoice provider.* You may also elect to see a network specialist without first going to your PCP. In this case, office visits are covered at 100 percent with a higher copayment of $50. Much of your other care is covered at 80 percent. You still receive certain discounts and coverage advantages, but you pay a little more out of pocket.
3. *Option 3 — when you seek care from any out-of-network provider.* If you choose to go outside the BlueChoice network, you're still covered. In this case, your care is generally covered at 80 percent after you meet the calendar-year deductible ($150 individual/$450 family). This option offers you the most freedom and control, and you still receive substantial benefits. However, you share in more of the cost for your services. With this option, you are responsible for managed care and precertification requirements.

No matter which option you choose, your care is covered and you are able to decide which method works best for you. Keep reading for more details on how specific services are covered with each option.

The chart on the foldover panel lists many BlueChoice services as well as how they're covered at all three levels. For details, call 800.438.9672 or refer to the Subscriber Certificate *that you will receive after you enroll.*

Online Member Services
You can get information about your health plan whenever you need it by registering with MyAnthem at www.anthem.com. After you register, you'll be able to use this secure site to access information about:

- *Your claims and payment status,*
- *Your PCP selection, and*
- *What your copayment will be.*

You can also order additional ID cards and change your PCP.

Choosing a PCP

When you enroll in BlueChoice, you will choose a PCP for yourself and each of your enrolled family members. Because your PCP is really your healthcare partner, be sure to take the time you need and talk to others before you select your doctor. If you have questions, call BlueChoice Customer Service at 800.438.9672.

You can choose the same PCP for your entire family (such as a family or general practitioner) or select different PCPs for each person (such as a pediatrician for your children and an internist for yourself).

BlueChoice offers a number of PCPs to choose from. It's likely you'll find one close to your home, your office, or your child's school — wherever works best for you.

To find a PCP, log on to www.nhlgc.org, click on "HealthTrust Online," and follow the links to the *Directory of Providers.* Here you will find listings of local providers as well as their specialties, phone numbers, and addresses. Listings of network behavioral healthcare and substance abuse treatment providers, vision care providers, and other specialists are also included.

You can change your PCP at any time by calling BlueChoice Customer Service at 800.438.9672. The change will be effective at the time of the call.

For more information on choosing a PCP — or if you don't have online access — call BlueChoice Customer Service.

With BlueChoice, leaving the country doesn't mean leaving your health coverage behind. With BlueCard™ Worldwide, you will find network providers wherever you travel. For urgent care and emergency situations, call BlueCard at 800.810.BLUE (2583).

certification
When you obtain care outside of the BlueChoice network, some outpatient care, hospital admissions, and other services must be precertified. If you don't call Anthem Medical Management at 800.531.4450 when required, you may be responsible for additional out-of-pocket expenses. For more information, refer to your Subscriber Certificate *or call 800.438.9672.*

What's Covered

BlueChoice provides coverage for a wide array of healthcare benefits. With its emphasis on preventive care benefits, BlueChoice provides you and your family with comprehensive coverage. The following pages describe just a few of the benefits available through BlueChoice.

Preventive Care

At LGC, we believe in the importance of preventive care — it's our front-line defense to prevent more serious illnesses and injuries later, and it helps us live healthier, happier lives today. That's why BlueChoice covers routine preventive care, including:

- Physical exams, including lab tests, x-rays, and PSA screenings,
- Annual gynecological exams, which are available without a referral and include mammograms and Pap tests, and
- Well-child care, including routine checkups and immunizations.

Office Visits

With BlueChoice, common ailments — such as colds, infections, and minor injuries — are treatable and affordable. When you see your PCP, doctor visits are covered at 100 percent after a $20 copayment. For more information on how each option covers office visits, refer to the comparison chart on the foldover panel.

Inpatient Hospitalization

BlueChoice provides comprehensive coverage for inpatient hospitalizations. The amount of your benefit depends on whether you choose Option 1, 2, or 3. For more information on how each option covers hospitalizations, refer to the comparison chart on the foldover panel.

Emergency Care and Urgent Care

Emergency care is an important feature to any health plan. BlueChoice provides comprehensive coverage in the event of an emergency.

An *emergency* is a sudden condition that could jeopardize your life or well-being if medical treatment is delayed. Examples include possible heart attacks, broken bones, and convulsions. In this case, you should:

- Go to the nearest emergency room,
- Identify yourself as a BlueChoice member, and
- Notify your PCP within 24 hours of receiving treatment.

Urgent care refers to medical conditions that are not life- or limb-threatening but require prompt medical attention. Examples include high fevers, cuts, and sprains. In this case, to receive the highest level of benefits, you should:

- Call your PCP, regardless of the time of night or day,
- Explain the problem to the doctor or nurse you speak with, and
- Get directions on how to proceed.

With urgent care, you must call your PCP first to receive the highest level of benefits.

For more information about how the plan covers emergency care, refer to the chart on the foldover panel.

Prescription Drug Coverage

Short-Term Prescriptions

Short-term prescription drugs — those issued in a 34-day supply or less — are covered through the Prescription Drug Card Program when you have them filled at any Caremark participating pharmacy. You pay only a low copayment for generic prescriptions (the copayment for brand-name drugs is higher).

Most major pharmacies participate in the Caremark network. To find out if your pharmacy participates, call 888.726.1631. For further information, refer to *Your Prescription Benefit* booklet, which you will receive after you enroll.

Long-Term Prescriptions

Caremark Mail Service is designed for up to 90-day supplies of maintenance medications. Prescriptions and refills may be ordered through Caremark Mail Service for a low copayment per prescription.

To use this service, ask your doctor to write your prescription for up to a 90-day supply, plus refills. If you need to start taking the medication right away, request two prescriptions — one for a 14-day supply to be filled at a Caremark participating pharmacy and another for the balance, up to a 90-day supply.

Complete the *Mail Service Order Form,* and send it with your copayment for each prescription to Caremark. Your medications will arrive via U.S. mail or UPS within 14 days. You can request a refill by linking to Caremark through LGC's Web site at www.nhlgc.org and clicking on "HealthTrust Online," or by calling 888.726.1631. For further information, refer to *Your Prescription Benefit* booklet, which you will receive after you enroll.

Behavioral Healthcare and Substance Abuse Treatment

BlueChoice provides comprehensive coverage for behavioral healthcare and substance abuse treatment. The amount of your benefit depends on whether you choose Option 1 or 3. For more information about how each option covers behavioral healthcare and substance abuse treatment, as well as any limitations, refer to the foldover panel.

Other Valuable Benefits

In addition to providing medical coverage, your BlueChoice plan provides:

- Routine vision care, including discounts on eyeglasses and contact lenses,
- Benefits for the services of a dentist or oral surgeon for the treatment of temporomandibular joint syndrome (TMJ), gingivectomy for up to four quadrants, and the removal of bone-impacted teeth,
- Annual routine hearing exams for children age 18 and younger,
- Personalized health information on a wealth of topics through MyHealth@Anthem,
- Savings on health-related products and services through SpecialOffers@Anthem, and
- Access to LGC's wide variety of health management programs.

You will receive more information about each of these benefits after you enroll.

Filing a Claim

In most cases, obtaining your care through your PCP or BlueChoice network providers means no paperwork. If you visit an out-of-network provider, you may need to complete a claim form and submit it for reimbursement.

To file claims, mail a claim form and a copy of your receipt to: Anthem BCBS, Claims Department, PO Box 533, North Haven, CT 06473-0533. For details, refer to your *Subscriber Certificate,* which you will receive after you enroll.

If you have questions or need a claim form, call 800.438.9672.

Special Enrollment Opportunities

If you decline coverage for yourself or your eligible family members because of other health insurance coverage, you may be able to enroll yourself or your dependents in your employer's plan in the future, provided that you request enrollment within 31 days of when your other coverage ends.

This special enrollment right is available if the other coverage ends:

- *Because of the loss of eligibility through no fault of your own,*
- *Because an employer's contributions for the other coverage stop, or*
- *In the case of COBRA coverage, because the maximum COBRA period has expired.*

In addition, if you previously have declined coverage and you have a new dependent as the result of marriage, birth, adoption, or placement for adoption (a "qualified family status change"), you may be able to enroll yourself and your dependents, provided you request enrollment within 31 days of the change in family status.

Benefits	BlueChoice Three-Tier		
	OPTION 1 *When your PCP provides or arranges your care*	OPTION 2 *When you seek care directly from a BlueChoice provider*	OPTION 3[1] *When you seek care from any out-of-network provider*
Calendar-Year Deductible	None	None	$ 150 per person $ 450 per family
Calendar-Year Out-of-Pocket Maximum	None	$ 600 per person $1,800 per family	$1,050 per person $3,150 per family
Preventive Care			
Routine physical exams for babies up to age 2	Covered at 100%	Covered at 100%	Covered at 80% after deductible
Routine physical exams for children 2 years and older, routine physical exams for adults, one annual gynecological exam[1]	Covered at 100% after $20 copayment	Covered at 100% after $50 copayment	Covered at 80% after deductible
Immunizations for children and adults, mammograms, Pap smears, lead screenings, PSA screenings	Covered at 100%	Covered at 100%	Covered at 100%
Nutrition counseling, up to three visits per person per calendar year[2]	Covered at 100% after $20 copayment	Covered at 100% after $50 copayment	Covered at 80% after deductible
Diabetes management program	Covered at 100%	Not covered	Not covered
Outpatient Care			
Office visits	Covered at 100% after $20 copayment	Covered at 100% after $50 copayment	Covered at 80% after deductible
Surgery, laboratory and allergy tests, x-rays, ultrasounds, injections, allergy injections	Covered at 100%	Covered at 100%[3]	Covered at 80% after deductible
Maternity care	*Prenatal and postpartum office visits:* Covered at 100% *Delivery:* Covered at 100%	*Prenatal and postpartum office visits:* Covered at 100% *Delivery:* Covered at 80%	*Prenatal and postpartum office visits:* Covered at 80% after deductible *Delivery:* Covered at 80% after deductible
CT scans, MRIs, chemotherapy	Covered at 100%	Covered at 80%	Covered at 80% after deductible
Inpatient Hospital Care	Covered at 100%	Covered at 80%	Covered at 80% after deductible
Chiropractic Care	Covered at 100% after $20 copayment *X-rays:* Covered at 100%	Not applicable	Covered at 80% after deductible *X-rays:* Covered at 80% after deductible
Durable Medical Equipment	Covered at 100%	Covered at 80%	Covered at 80% after separate $100 deductible
Physical, Occupational, and Speech Therapy	Covered at 100%	Covered at 80%	Covered at 80% after deductible
Hospice Care	Covered at 100%	Covered at 80%	Covered at 80% after deductible
Emergency Room Care (copayment waived if admitted)	Covered at 100% after $100 copayment	ER charge covered at 100% after $100 copayment. Other eligible charges covered at 80%. Lab and x-ray covered at 100%	Covered at 100% after $100 copayment for medical emergencies. Otherwise, eligible charges are covered at 80% after deductible
Routine Vision Care			
Routine exams[4]	Covered at 100% after $20 copayment	Not applicable	Covered at 80% after deductible
Frames and lenses[5]	$40 reimbursement every two calendar years	Not applicable	$40 reimbursement every two calendar years
Behavioral Healthcare and Substance Abuse Treatment[2,5]	*Outpatient:* Covered at 100% after $20 copayment, limited to 20 visits per person per calendar year *Inpatient:* Covered at 100%, limited to 30 days per person per calendar year	Not applicable	Covered at 80% after deductible
Maximum Lifetime Benefit	None	None	None
Prescription Drugs	*Short-term:* Up to 34-day supply through participating pharmacies after a low copayment *Long-term:* Up to 90-day supply through Caremark Mail Service after a low copayment		

Benefits are limited to the maximum allowable benefit (MAB), which is the amount that the plan contract allows for a particular service in your geographical area. If a non-network healthcare provider charges more than the MAB, you are responsible for the difference, which does not apply to the calendar-year out-of-pocket maximum.

Any combination of Option 1, 2, or 3 benefits counts toward this limit.

[illegible] *stated apply to surgery and anesthesia that are provided in a physician's office. Surgery and anesthesia provided in an outpatient facility are covered at 80% after deductible.*

[illegible] *once every calendar year for children 18 years old and younger, once every two calendar years thereafter.*

Inpatient substance abuse benefits limited to detoxification, rehabilitation, and day-evening (intensive outpatient treatment) programs. Partial hospitalization and intensive outpatient treatment are limited to the 30-day inpatient maximum. Two partial hospitalization days count as one full inpatient day toward the 30-day maximum. All substance abuse detoxification and rehabilitation benefits are limited to a separate $10,000 maximum per person per calendar year and a $20,000 maximum per lifetime for all services, inpatient or outpatient.

This chart is intended for summary purposes only. Details of coverage are set forth in separate documents, which govern this plan.

Contact Information

Provider	Services
BlueChoice Customer Service 800.438.9672 www.anthem.com	Provides answers to general questions, as well as plan and claim-status information
Prescription Drug Program 888.726.1631 www.caremark.com	Provides information on participating pharmacies, answers to general questions, and mail-service refills
LifeResources — Member Assistance Program 800.759.8122	Provides counseling and resources for a variety of employee needs
EyeMed 866.939.3633 www.eyemedvisioncare.com	Provides discount vision care services
New Hampshire Local Government Center 800.852.3358 OUTSIDE NEW HAMPSHIRE 800.527.5001 www.nhlgc.org	Provides information on prescription drug coverage and the *Slice of Life* health management program. More information about all LGC benefits is available by logging on to www.nhlgc.org and clicking on "HealthTrust Online"

This guide provides an overview of benefits coverage with BlueChoice Three-Tier. *While it is intended to describe your benefits as accurately as possible, the specific terms and conditions of eligibility and benefits are set forth in and governed by your* Subscriber Certificate, Your Prescription Benefit *booklet, and any other separate documents relating to features of the plan.*

In the event of any discrepancy between this guide and your Subscriber Certificate, *the terms of the* Subscriber Certificate *will govern. This guide does not constitute a contract, or an offer to form a contract, and is not binding on any party. The benefits described in this guide may be changed at any time without prior notice.*

BlueChoice Three-Tier *is offered through Anthem Blue Cross and Blue Shield.*

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LGC
NEW HAMPSHIRE
Local Government Center

New Hampshire Municipal Association
Workers' Compensation Trust
Property-Liability Trust
HealthTrust

New Hampshire Local Government Center
25 Triangle Park Drive • PO Box 617 • Concord, NH 03302-0617
Tel: 603.224.7447 • Fax: 603.224.5406 • NH Toll Free: 800.852.3358
Outside NH: 800.527.5001

www.nhlgc.org

NEW HAMPSHIRE
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MATTHEW THORNTON BLUE®

A Health Maintenance Organization (HMO)

COMPREHENSIVE COVERAGE
You are covered for preventive care, doctor visits, emergency room visits, prescriptions, hospitalization, and more.

WIDE CHOICE OF PRIMARY CARE PROVIDERS (PCPS)
You may select a different provider for every family member, choosing from internists, family practitioners, and pediatricians.

SIMPLE TO USE
Because your PCP provides or arranges most of your care, you don't have to worry about claim forms, or precertification.

LOW OUT-OF-POCKET COSTS
As long as your PCP provides or arranges your care, eligible expenses — such as preventive care and doctor visits — are covered at 100 percent after a low copayment. Other types of care — such as inpatient hospitalization — are covered after you meet an annual deductible. In either case, with few exceptions, any care you receive without your PCP's referral is not covered.

OFFERED THROUGH ANTHEM BLUE CROSS AND BLUE SHIELD
Your coverage is with one of the most trusted names in the business.

New Hampshire Local Government Center

Matthew Thornton Blue

A Total Approach to Healthcare

The chart on the foldover panel lists many Matthew Thornton Blue services and how they're covered. Remember, with minor exceptions, any care you obtain without a referral from your PCP is not covered. For details, call 800.870.3057 or refer to the Subscriber Certificate *that you will receive after you enroll.*

The Matthew Thornton Blue HMO is designed to make healthcare easy. You simply choose a PCP, who is your main source for all your healthcare and who takes care of the administrative aspects of an insurance plan. Because of this, Matthew Thornton places special emphasis on the doctor you choose for your PCP. You should think of your PCP as your "family doctor" — the person you generally see first for all your medical care (except in a life-threatening emergency). In most cases, your PCP will be able to attend to your medical care.

In exchange for arranging most of your care through your PCP, you receive a comprehensive healthcare plan that features:

- *Office visits* that are covered after only a $20 copayment — without any claim forms,
- *Preventive coverage,* such as routine physical examinations (covered after a $20 copayment) and immunizations (covered in full),
- *Comprehensive coverage for inpatient hospitalization and surgery* after you meet the annual deductible, and
- *Worldwide coverage for emergency and urgently needed care.*

While your PCP needs to coordinate most of your care, there are times when another specialist, healthcare professional, or hospital may be required. In these cases, your PCP will develop a treatment plan, refer you to the proper medical professional, and make sure the care you get is appropriate and medically necessary.

It's important to remember that your PCP must provide, authorize, or arrange for your medical care — otherwise, care received without a referral is not covered.

There are exceptions. While routine OB/GYN services, maternity care, routine vision care, and chiropractic services do not require PCP approval, you must use a network provider to receive benefits.

Online Member Services
You can get information about your health plan whenever you need it by registering with MyAnthem at www.anthem.com. After you register, you'll be able to use this secure site to access information about:

- *Your claims and payment status,*
- *Your PCP selection, and*
- *What your copayment will be.*

You can also order additional ID cards and change your PCP.

Choosing a PCP

When you enroll in Matthew Thornton Blue, you will choose a PCP for yourself and each of your enrolled family members. Because your PCP is really your healthcare partner, be sure to take the time you need and talk to others before you select your doctor. If you have questions, call Matthew Thornton Customer Service at 800.870.3057.

You can choose the same PCP for your entire family (such as a family or general practitioner) or select different PCPs for each person (such as a pediatrician for your children and an internist for yourself).

Matthew Thornton Blue offers a number of PCPs to choose from. It's likely you'll find one close to your home, your office, or your child's school — wherever works best for you.

To find a PCP, log on to www.nhlgc.org, click on "HealthTrust Online," and follow the links to the *Provider Directory for Matthew Thornton Blue.* Here you will find listings of local providers as well as their specialties, phone numbers, and addresses. Listings of network behavioral healthcare and substance abuse treatment providers, vision care providers, and other specialists are also included.

You can change your PCP at any time by calling Matthew Thornton Customer Service at 800.870.3057. The change will be effective at the time of the call.

For more information on choosing a PCP — or if you don't have online access — call Matthew Thornton Customer Service.

It is important to remember that, in most cases, your PCP must provide, authorize, or arrange for your medical care in order for benefits to be paid.

With Matthew Thornton Blue, leaving the country doesn't mean leaving your healthcare coverage behind. The plan covers unforeseen medical needs when you're traveling. As always, you pay only a $20 copayment for office visits and a $150 copayment for visits to the emergency room. Note that emergency room fees are subject to the annual deductible of $250 per person, up to the annual out-of-pocket maximum of $750 per family per calendar year. If admitted, the $150 copayment is waived.

What's Covered

Matthew Thornton Blue provides coverage for a wide array of healthcare benefits. With its emphasis on preventive care benefits, Matthew Thornton Blue provides you and your family with comprehensive coverage. The following pages describe just a few of the benefits available through Matthew Thornton Blue.

Preventive Care

At LGC, we believe in the importance of preventive care — it's our front-line defense to prevent more serious illnesses and injuries later, and it helps us live healthier, happier lives today. That's why Matthew Thornton Blue covers routine preventive care that your PCP provides or coordinates, including:

- Physical exams, including lab tests, x-rays, and PSA screenings,
- Annual gynecological exams, which are available without a referral and include mammograms and Pap tests, and
- Well-child care, including routine checkups and immunizations.

Office Visits

When you see your PCP, common ailments — such as colds, infections, and minor injuries — are treatable and affordable. Visits to your PCP are covered at 100 percent after a $20 copayment.

Inpatient Hospitalization

When coordinated by your PCP, inpatient hospitalization is covered at 100 percent after you meet the annual deductible — $250 per person, up to the annual out-of-pocket maximum of $750 per family per calendar year. With Matthew Thornton Blue, there aren't any claim forms or precertification procedures to follow. For more information about how the plan covers hospitalization, refer to the chart on the foldover panel.

Emergency Care and Urgent Care

Emergency care is an important feature to any health plan. Matthew Thornton Blue provides comprehensive coverage in the event of an emergency.

An *emergency* is a sudden condition that could jeopardize your life or well-being if medical treatment is delayed. Examples include possible heart attacks, broken bones, and convulsions. In this case, you should:

- Go to the nearest emergency room,
- Identify yourself as a Matthew Thornton Blue member, and
- Notify your PCP within 24 hours of receiving treatment.

Urgent care refers to medical conditions that are not life- or limb-threatening but require prompt medical attention. Examples include high fevers, cuts, and sprains. In this case, to receive the highest level of benefits, you should:

- Call your PCP, regardless of the time of night or day,
- Explain the problem to the doctor or nurse you speak with, and
- Get directions on how to proceed.

With urgent care, you must call your PCP first to ensure that your care will be covered.

For more information about how the plan covers emergency care, refer to the chart on the foldover panel.

Prescription Drug Coverage

Short-Term Prescriptions

Short-term prescription drugs — those issued in a 34-day supply or less — are covered through the Prescription Drug Card Program when you have them filled at any Caremark participating pharmacy. You pay only a low copayment for generic prescriptions (the copayment for brand-name drugs is higher).

Most major pharmacies participate in the Caremark network. To find out if your pharmacy participates, call 888.726.1631. For further information, refer to *Your Prescription Benefit* booklet, which you will receive after you enroll.

Long-Term Prescriptions

Caremark Mail Service is designed for up to 90-day supplies of maintenance medications. Prescriptions and refills may be ordered through Caremark Mail Service for a low copayment per prescription.

To use this service, ask your doctor to write your prescription for up to a 90-day supply, plus refills. If you need to start taking the medication right away, request two prescriptions — one for a 14-day supply to be filled at a Caremark participating pharmacy and another for the balance, up to a 90-day supply.

Complete the *Mail Service Order Form*, and send it with your copayment for each prescription to Caremark. Your medications will arrive via U.S. mail or UPS within 14 days. You can request a refill by linking to Caremark through LGC's Web site at www.nhlgc.org and clicking on "HealthTrust Online," or by calling 888.726.1631. For further information, refer to *Your Prescription Benefit* booklet, which you will receive after you enroll.

Behavioral Healthcare and Substance Abuse Treatment

Matthew Thornton Blue provides comprehensive coverage for behavioral healthcare and substance abuse treatment. Refer to the foldover panel for more information about how the plan covers behavioral healthcare and substance abuse treatment, including any limitations.

Other Valuable Benefits

In addition to providing medical coverage, your Matthew Thornton Blue plan provides:

- Routine vision care, including discounts on eyeglasses and contact lenses,
- Benefits for the services of a dentist or oral surgeon for the treatment of temporomandibular joint syndrome (TMJ), gingivectomy for up to four quadrants, and the removal of bone-impacted teeth,
- Annual routine hearing exams for children age 18 and younger,
- Personalized health information on a wealth of topics through MyHealth@Anthem,
- Savings on health-related products and services through SpecialOffers@Anthem, and
- Access to LGC's wide variety of health management programs.

You will receive more information about each of these benefits after you enroll.

Filing a Claim

In most cases, obtaining your care through your PCP means no paperwork. In the case of an exception, mail a claim form and a copy of your receipt to: Anthem Blue Cross and Blue Shield, Claims Department, PO Box 533, North Haven, CT 06473-0533. For details, refer to your *Subscriber Certificate*, which you will receive after you enroll.

If you have questions or need a claim form, call 800.870.3057.

Special Enrollment Opportunities

If you decline coverage for yourself or your eligible family members because of other health insurance coverage, you may be able to enroll yourself or your dependents in your employer's plan in the future, provided that you request enrollment within 31 days of when your other coverage ends.

This special enrollment right is available if the other coverage ends:

- *Because of the loss of eligibility through no fault of your own,*
- *Because an employer's contributions for the other coverage stop, or*
- *In the case of COBRA coverage, because the maximum COBRA period has expired.*

In addition, if you previously have declined coverage and you have a new dependent as the result of marriage, birth, adoption, or placement for adoption (a "qualified family status change"), you may be able to enroll yourself and your dependents, provided you request enrollment within 31 days of the change in family status.

Benefits	Matthew Thornton Blue When your PCP provides or arranges your care
Calendar-Year Deductible	$250 per person
Calendar-Year Out-of-Pocket Maximum	$750 per family
Preventive Care	
Routine physical exams for babies	Covered at 100% after $20 copayment
Routine physical exams for children and adults, one annual gynecological exam	Covered at 100% after $20 copayment. *(For annual OB/GYN exams, PCP referral is not required; must use network providers)*
Immunizations for children and adults, mammograms, Pap smears, lead screenings, PSA screenings	Covered at 100%
Nutrition counseling, up to three visits per person per calendar year	Covered at 100% after $20 copayment
Diabetes management program	Covered at 100% after deductible
Outpatient Care	
Office visits	Covered at 100% after $20 copayment
Surgery, laboratory and allergy tests, x-rays, ultrasounds, injections, allergy injections	Covered at 100%
Maternity care	Covered at 100% after deductible
CT scans, MRIs, chemotherapy	Covered at 100% after deductible
Inpatient Hospital Care	Covered at 100% after deductible
practic Care[1] (up to 12 visits per person per calendar year)	Covered at 100% after $20 copayment *X-rays:* Covered at 100%
Durable Medical Equipment[2]	Covered at 80% after separate $100 durable medical equipment deductible
Physical, Occupational, and Speech Therapy[3]	Covered at 100% after $20 copayment
Hospice Care	Covered at 100% after deductible
Emergency Room Care (copayment waived if admitted)	ER charge covered at 100% after $150 copayment. Other eligible charges covered at 100% after deductible
Routine Vision Care	
Routine exams[1,4]	Covered at 100% after $20 copayment
Frames and lenses	$40 reimbursement every calendar year
Behavioral Healthcare and Substance Abuse Treatment[5]	*Outpatient:* Covered at 100% after $20 copayment, each up to 20 visits per person per calendar year *Inpatient:* Covered at 100% after deductible, up to 30 days per person per calendar year for behavioral healthcare
Maximum Lifetime Benefit	None
Prescription Drugs	*Short-term:* Up to a 34-day supply through participating pharmacies after a low copayment *Long-term:* Up to a 90-day supply through Caremark Mail Service after a low copayment

PCP referral is not required; must use network providers.

Up to $5,000 per person per calendar year.

[illegible] combined maximum of $5,000 per person per calendar year. This limit applies to services received in an office or in the outpatient department of a hospital or skilled nursing facility.

[illegible] calendar year for children 18 years old and younger, once every two calendar years thereafter.

[illegible] for outpatient office visits for substance abuse treatment includes [illegible] and rehabilitation combined. Inpatient substance abuse benefits are limited to medically necessary detoxification, rehabilitation, and daylevening intensive outpatient treatment programs. Partial hospitalization and intensive outpatient treatment are limited to the 30-day inpatient maximum. Fee program [illegible] one full inpatient day toward the 30-day maximum. All substance abuse benefits combined are limited to a $10,000 maximum per person per calendar year and a $20,000 maximum per lifetime.

This chart is intended for summary purposes only. Details of coverage are set forth in separate documents, which govern this plan.

Contact Information

Provider	Services
Matthew Thornton Blue Customer Service 800.870.3057 www.anthem.com	Provides answers to general questions, as well as plan and claim-status information
Prescription Drug Program 888.726.1631 www.caremark.com	Provides information on participating pharmacies, answers to general questions, and mail-service refills
LifeResources — Member Assistance Program 800.759.8122	Provides counseling and resources for a variety of employee needs
EyeMed 866.939.3633 www.eyemedvisioncare.com	Provides discount vision care services
New Hampshire Local Government Center 800.852.3358 OUTSIDE NEW HAMPSHIRE 800.527.5001 www.nhlgc.org	Provides information on prescription drug coverage and the *Slice of Life* health management program. More information about all LGC benefits is available by logging on to www.nhlgc.org and clicking on "HealthTrust Online"

This guide provides an overview of benefits coverage with Matthew Thornton Blue HMO. *While it is intended to describe your benefits as accurately as possible, the specific terms and conditions of eligibility and benefits are set forth in and governed by your* Subscriber Certificate, Your Prescription Benefit *booklet, and any other separate documents relating to features of the plan.*

In the event of any discrepancy between this guide and your Subscriber Certificate, *the terms of the* Subscriber Certificate *will govern. This guide does not constitute a contract, or an offer to form a contract, and is not binding on any party. The benefits described in this guide may be changed at any time without prior notice.*

Matthew Thornton Blue HMO *is offered through Anthem Blue Cross and Blue Shield.*

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PRESCRIPTION BENEFIT PROGRAM OVERVIEW

CVS CAREMARK

	RETAIL PHARMACY	MAIL SERVICE PHARMACY
	For immediate or short-term medication needs*	For maintenance or long-term medication needs*
You Will Pay:	• $10 for each generic medication • $20 for each preferred brand-name medication** • $45 for each non-preferred brand-name medication**	• $10 for each generic medication • $20 for each preferred brand-name medication** • $45 for each non-preferred brand-name medication**
Day Supply Limit:	34-day supply	90-day supply
Refill Limit:	One initial fill plus two refills for maintenance or long-term medicines. For each additional fill a 100% copay will be applied.	None
Prior Authorization Required:	Botox and Myobloc for Non-Cosmetic Purposes Only, Wellbutrin SR Tab 150mg and its generic: Bupropion ER tab 150mg, Wellbutrin SR Tab 200mg and its generic: Bupropion SR tab 200mg, Wellbutrin XL Tab 150mg and its generic: Budeprion XL tab 150mg, Wellbutrin XL Tab 300mg and its generic: Bupropion XL tab 300mg. **All forms of Wellbutrin and its generics are not covered for use as a smoking deterrent.**	

*Your plan may have coverage limits, be subject to dispensing limitations and may not cover certain medicine. Please log on to **www.caremark.com** for the most up-to-date plan information.

**When a generic equivalent is available, but the pharmacy dispenses the brand-name medication for any reason other than a doctor's "dispense as written" or equivalent instructions, you will pay the generic copayment plus the difference in cost between the brand-name and the generic.

For Medications Purchased at a Retail Pharmacy:

The CVS Caremark Retail Program includes more than 64,000 rticipating pharmacies nationwide, including over 20,000 ıdependent community pharmacies. For a full listing, visit **www.caremark.com.**

Day Supply Limit

You can get up to a 34-day supply of medication each time you have a prescription filled at a retail pharmacy. Ask your doctor to write a prescription for up to a 34-day supply, when clinically appropriate.

Refill Limit

For maintenance or long-term medication, you may obtain one initial fill plus two refills at a retail pharmacy. It will then be necessary for you to utilize CVS Caremark Mail Service for additional supplies. Otherwise, you will be responsible for 100 percent of the cost of the medication when filled at a retail pharmacy. CVS Caremark Mail Service is the most convenient and economical way to purchase maintenance or long-term medication.

CVS Caremark Participating Retail Pharmacies

Participating pharmacies can easily access information about your prescription benefit program and the appropriate payment. You will not need to file any additional paperwork when you use a CVS Caremark participating retail pharmacy.

Non-Participating Retail Pharmacies

-nost cases, you will pay more for your prescription if you a pharmacy outside the CVS Caremark network. You will be asked to pay 100 percent of the prescription price at the pharmacy. Then, you will need to submit a paper claim form, along with the original prescription receipt(s), to CVS Caremark for reimbursement of covered expenses.

For Medications Purchased Through the CVS Caremark Mail Service Pharmacy:

CVS Caremark operates five mail service pharmacies across the United States to provide quick service to plan participants wherever they live. To ensure your safety, registered pharmacists staff our mail service pharmacies. Just like your neighborhood pharmacist, our pharmacists check each prescription to make sure it's filled correctly. In addition, your prescription history is reviewed to identify any possible problems with new medications you may be prescribed.

Day Supply Limit

You can get up to a 90-day supply of medication when you get a prescription filled through CVS Caremark mail service. Ask your doctor to write a prescription for up to a 90-day supply plus three refills when clinically appropriate. Prescriptions written in this way will be valid for up to one year.
Please Note: By law, CVS Caremark must fill your prescription for the exact quantity of medication prescribed by your doctor, up to the 90-day supply limit.

Payment Options

While checks and money orders are accepted and a "bill me later" option is available, the preferred method of payment is by credit card. For credit card payments, simply include your VISA®, Discover®, MasterCard® or American Express® number and expiration date in the space provided on the mail service order form.

Convenient Home Delivery

Please allow 7-10 days for delivery from the time your order is placed. Refills are delivered within seven days following CVS Caremark's receipt of your refill request by phone or online. Your package will include a new mail service order form and an invoice, if applicable. You will also receive the same type of information about your prescribed medication that you would receive from a retail pharmacy.

For Both Retail and Mail Service Programs:

vww.caremark.com
Using CVS Caremark's Web site is the most convenient way to manage prescription drug benefits. Registering online is easy, quick and secure. You can order mail service refills, check the status of recent orders, access prescription drug history, price medications and locate a CVS Caremark participating retail pharmacy. The Web site also offers information about various health topics, including a prescription drug reference library.

Drug List
Your plan is subject to a list of prescription drugs that are preferred by the plan because of their safety, clinical effectiveness and ability to help control prescription drug costs. The drug list is updated on a regular basis. Log onto ***www.caremark.com*** to access the most current drug list for your plan.

Prior Authorization
Some medications may require approval before the prescription can be filled. Your pharmacist will give you or your doctor a toll-free number to call in order to obtain approval. If prior authorization is required on a prescription filled through the mail service, CVS Caremark's Mail Service Pharmacy will contact your physician directly for approval.

Have Questions?

Customer Care is available to assist you 24 hours a day, seven days a week, for your prescription benefit–related questions—including the status of prescription drug benefit orders and refills. Contact Customer Care at **1-888-726-1631** to speak to a Customer Care representative or to access CVS Caremark's fully automated refill phone service. You may also e-mail Customer Care at ***customerservice@caremark.com.***

Caremark.com is a hassle free, round-the-clock way to order refill prescriptions, check order status and get important medication information.

When you call or log in, be ready to provide:
- Your date of birth
- Your CVS Caremark ID number located on the front of your CVS Caremark ID card
- Your VISA®, Discover®, MasterCard® or American Express® number, with expiration date, if your plan requires a payment. Checks and money orders are accepted; however, the preferred method of payment is by credit card.

New Hampshire Local Government Center's (LGC) Member Services Representatives are available for issues or concerns with enrollment or eligibility and any other prescription drug benefit inquiries. To contact LGC, call **1-800-527-5001** between the hours of 8:30 a.m. and 4:30 p.m. (EST) Monday through Friday or visit **www.nhlgc.org.** For further information or questions you may also e-mail Member Services at **memberservices@nhlgc.org.**

Need Another Prescription ID Card? Additional ID cards can be obtained by calling Customer Care at **1-888-726-1631**. For a temporary ID card, go to ***www.caremark.com.***

This guide provides an overview of prescription coverage. While it is intended to describe your benefits as accurately as possible, the specific terms and conditions of eligibility and benefits are set forth in and governed by Your Prescription Benefit booklet and any other separate documents relating to features of the plan. In the event of any discrepancy between this guide and Your Prescription Benefit booklet, the terms of the Your Prescription Benefit booklet will govern. This guide does not constitute a contract or an offer to form a contract, and is not binding on any party. The benefits described in this guide may be subject to change without prior notice.

15830-SUM72-1209
NH60450 (RX10-20/45)

HealthTrust

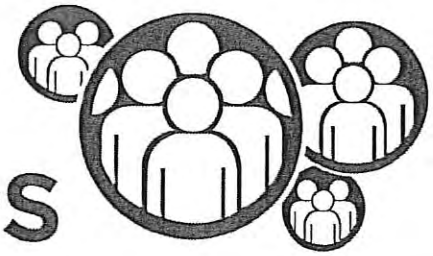
"To improve is to change."

Sir Winston Churchill

Look inside for an easy-to-follow guide to updates starting in 2016 especially prepared for:

JULY 1

INDIVIDUALLY RATED GROUPS

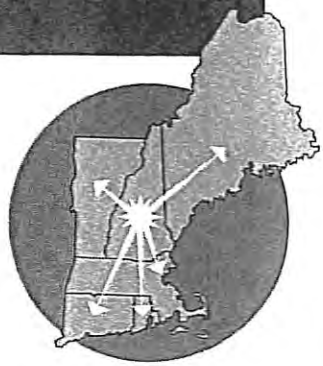


Understanding Upcoming Plan Updates

Effective Date: 7/1/16

1. What's New:

Matthew Thornton Blue (MTB) becomes Access Blue New England (AB) which means a broader network and no in-network referrals needed.



- **A larger network of providers** – an expansion from access to New Hampshire providers only, to access to providers throughout New England (CT, ME, MA, NH, RI, and VT).
- **No referrals needed.** Access Blue does not require PCP referrals to network specialists or other providers within the network for coverage. (Some *providers* may request a PCP referral.)
- **Increased employee satisfaction.** Your employees will enjoy easier, expanded access to providers.

Effective Date: 7/1/16

2. What's New:

Consolidation of Medical Plan Options.
The number of HealthTrust plans available will be streamlined. (See chart on back page for details about our preferred plans for your consideration.)

- **A focus on quality.** HealthTrust is offering high quality benefits in a more streamlined, user-friendly package. As part of this change, HealthTrust has discontinued plans that had low or no enrollment such as indemnity (JY, JW and Comp) and Preferred Provider Organization (PPO) plans.
- **Ease of administration.** Fewer plans mean it is easier for HealthTrust to assist your group in choosing the right plan or set of plans that is best for your employees and their dependents. See insert for details about the enhancements to HealthTrust's Point of Service plans.
- **Avoiding unnecessary costs.** The "Cadillac Tax" goes into effect in 2018. HealthTrust wants to make sure that you are offering your employees the high quality benefits they need, while not increasing your risk for incurring an excise tax for offering "Cadillac" plans. Many of our preferred plans are projected to be below the "Cadillac Tax" threshold in 2018.

Please note, the changes in numbers 1, 2 and 3 do not apply to retiree-only Medicomp plans.

Effective Date: 7/1/17

What's New:

3. Deductibles and out-of-pocket maximums are now applied on a Plan Year instead of a calendar year basis.

Currently your employees' deductibles and out-of-pocket responsibilities start anew on January 1 of each year. On July 1, 2017, these expenses will reset and will continue to do so on the first of July for each year thereafter to correspond with your Plan Year (July 1-June 30).

- **An extra six months under the same deductible.** During the transition period, your employees' deductibles and out-of-pocket expenses incurred from January 1, 2017 through June 30, 2017 will be credited toward their out-of-pocket costs for the July 2017 through June 2018 Plan Year.
- **Extra office visits.** Applicable plan visit limits (e.g., for chiropractic care, or physical, occupational and speech therapy) will apply January 1, 2017 through June 30, 2017 and then reset for the July 2017 through June 2018 Plan Year.
- **Simplicity.** Having deductibles, out-of-pocket expenses and visit limits "reset" at the same time a new Plan Year begins makes it easy for enrollees to plan ahead.

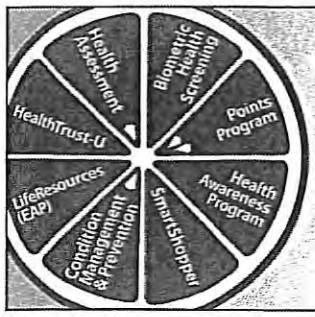
Effective Date: 7/1/18

What's New:

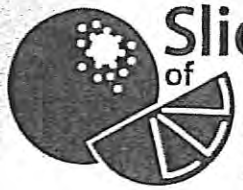
4. Prescription plan options are streamlined to emphasize RX10/20/45 and R10/25/40/M10/40/70 (6-tier plan).

Changes also apply to retiree-only Medicomp Three plans.

- **Continued focus on smart medical consumerism.** These plans encourage employees to select generic or preferred prescription medications when possible.
- **Network pricing.** These plans offer more favorable network pricing to keep costs lower for everyone.
- Plans being discontinued include, but are not limited to, M$1 and M$3/7 (mail order) plans.
- RX10/20/30 plan will be transitioned to RX10/20/35 plan.



However you slice it

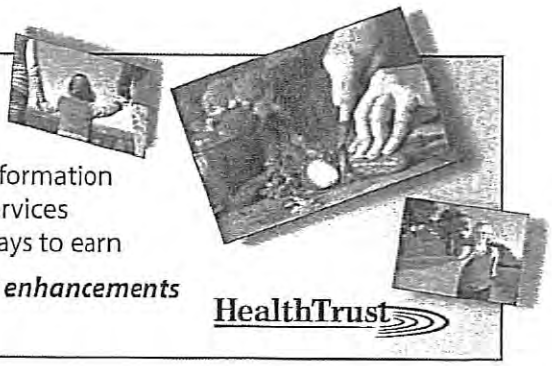


Slice of Life

Your Way to Better Health

- More information
- More services
- More ways to earn

Watch for enhancements in 2016!



HealthTrust

HealthTrust

How Will Your Plan Be Enhanced?

If your group currently offers one or more of the following BlueChoice plans, you will experience the enhancements below as HealthTrust works to consolidate plan offerings.

	Your Current Plan		Plan Beginning 7/1/16 for July Groups 1/1/17 for January Groups
	BC2T20IPDED	**-TO-**	**BC2T20**
Emergency Room Copayment	$150		$100
Urgent Care Copayment	$75		$50
PCP-Referred Deductible	$250/$750		$0/$0
Self-Referred Deductible	$500/$1,500		$250/$500
Coinsurance Maximum	$1,000/$3,000		$900/$1,800
Physical, Speech, Occupational Therapy	no limit Visit Copayment		~~Up to a combined maximum of 60 visits per Member, per year~~ → no limit ← You pay $0
Chiropractic Care	Up to 12 visits per Member, per year		Up to 35 visits per Member, per year
	Visit Copayment		You pay $0

	BC3T5	**-TO-**	**BC3T5RDR**
Physical, Speech, Occupational Therapy	Up to a combined maximum of 60 visits per Member, per year		no limit

	BC2T10+	**-TO-**	**BC2T10**
Self-Referred Deductible	$500/$1,500		$250/$500
Self-Referred Coinsurance	30%		20%
Coinsurance Maximum	$1,000/$3,000		$900/$1,800
Self-Referred Durable Medical Equipment	$100 deductible then 50% coinsurance		$100 deductible then 20% coinsurance
Chiropractic Care	Up to 25 visits per Member, per year		Up to 35 visits per Member, per year

HEALTHTRUST PREFERRED PLAN OPTIONS

Here are some suggested options to consider now and in the future.		
	POS (Point of Service)	BC2T20
	HMO (Health Maintenance Organization)	MTB10
		MTB20
		MTB15IPDED
		MTB15/40IPDED
	SOS (Site of Service)	MTBSOS20/40/1KDED
		MTBSOS25/50/3KDED
	HDHP (High-Deductible Health Plan)	Lumenos2500

MTB coverage codes will become AB.

FAQs

Answers to Frequently Asked Questions

HealthTrust wants to make it easy for you to answer your employees' questions about the updates in plans beginning in 2016. Here are some common questions and answers to consider.

Q: Why did HealthTrust make these plan changes?
A: HealthTrust regularly reviews our coverage plans, programs and services to make sure we keep pace with the changing needs of our Members and their enrollees. These plan changes will help to contain healthcare costs and reduce our Members' risks of incurring additional costs when the "Cadillac Tax" under the Patient Protection Affordable Care Act becomes effective in 2018. Streamlining our benefit plan options makes them easier to understand and administer. Transitioning from Matthew Thornton to Access Blue New England allows us to offer enrollees a larger provider network expanded from New Hampshire to all of New England, with no in-network referrals needed.

Q: Do I need to change my primary care provider (PCP) because of the changes in my HMO medical plan network?
A: No, you will be able to keep the same PCP you have now once your benefits plan transitions to Access Blue. However, if you want to change your PCP, you now have more choices than before because Access Blue plans include a network of providers that extends to all New England states, not just New Hampshire.

Q: Is it true that starting in 2016 I will no longer need a referral from my primary care provider to see a specialist in the HMO network?
A: Yes, it is true that if you have an Access Blue plan and you choose to see a specialist within the Access Blue network, your claim will be covered even if you don't have a referral from your PCP. However, some specialists may require a PCP referral in order for you to make an appointment with them. All services are still subject to plan guidelines and medical necessity.

Q: What happens if I see a doctor outside of my Access Blue plan's provider network?
A: If you need to seek services outside of the network, you will need a referral from your PCP.

Q: Will I get new ID cards for both my Anthem medical coverage and my CVS/caremark prescription drug coverage?
A: Yes. If your plan is affected, you will receive new ID cards for both your medical and prescription plan coverage.

Q: Will I get a new medical plan certificate in 2016?
A: Yes, if your plan is affected by the changes described in this document you will receive a new Cost Sharing Summary, subscriber certificate, and Summary of Benefits and Coverage.

Q: Will these changes disrupt my ongoing medical care?
A: No. You should be able to continue your care uninterrupted with the same providers you are currently seeing.

Q: Do any of these changes affect my options for SmartShopper?
A: No. You will still have the same access to providers and cost-effective services near where you live and work in New Hampshire that you have now.

Q: Will these plan changes affect my eligibility for the Slice of Life program?
A: No. As long as you and your family members are covered under a HealthTrust medical plan, you are eligible to complete your health assessment and participate fully in Slice of Life.

HealthTrust

PO Box 617 • Concord, NH 03302-0617 • Tel. 603.226.2861 • Toll Free 800.527.5001 • Fax: 603.226.2988
Email: info@healthtrustnh.org • Website: *www.healthtrustnh.org*

HealthTrust

Medical Rate Exhibit

Town of Gilford

Current Benefit Option(s)	Contract Type	Employee Count	7/15 RV Rates	7/16 GMR Rates	% Change
BC3T20(07)-RX10/20/45	Single	17	$769.10	$787.26	2.4%
	2-Person	22	$1,538.20	$1,574.53	2.4%
	Family	32	$2,076.57	$2,125.61	2.4%
AB20IPDED(07)-RX10/20/45	Single	1	$696.14	$714.72	2.7%
	2-Person	1	$1,392.28	$1,429.43	2.7%
	Family	0	$1,879.58	$1,929.74	2.7%
MC3(07)-RX10/20/45	Single	10	$495.63	$482.45	-2.7%
MCNRX(07)	Single	1	$198.21	$192.95	-2.7%
Monthly Total		84	**$120,608.27**	**$123,204.20**	**2.2%**

Alternative Benefit Option(s): As you consider your benefit offerings for July 1, 2016, please refer to the sampling of benefit option(s) provided below. It is important to note that not all of the sample plans listed below can be offered along with your current benefit option(s). Your Benefits Advisor is available to help you select the plans that best meet your group's needs and work within HealthTrust's underwriting guidelines.

Alternative Benefit Option(s)	Contract Type	7/16 GMR Rates
BC2T20(07)-R10/25/40M10/40/70	Single	$747.03
	2-Person	$1,494.06
	Family	$2,016.98
ABSOS20/40/1KDED(07)-R10/25/40M10/40/70	Single	$561.93
	2-Person	$1,123.86
	Family	$1,517.21
MC3(07)-R10/25/40M10/40/70	Single	$466.75

LGC
NEW HAMPSHIRE
Local Government Center

DELTA DENTAL

Dental Plan Summary

This summary describes the level of coverage under your employer's Local Government Center HealthTrust Dental Plan 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 Delta Dental's Web site at *www.nedelta.com* for an updated list of participating dentists. Your Local Government Center Dental Plan includes all of the following coverage categories. This information is provided for summary purposes only; certain benefit limitations may apply. Please refer to your Dental Plan Description for complete benefit information. In the event of a conflict or discrepancy between this summary and either the Plan Document or the Dental Plan Description, the Plan Document or the Dental Plan Description will prevail.

Dental Plan Option 1

Coverage A Diagnostic/Preventive	Coverage B Basic	Coverage C Major	Coverage D Orthodontics
Deductible: None	**Deductible: $25 Per Person, Per Year ($75 Per Family)**		**Deductible: None**
Covered at * 100%	**Covered at * 80%**	**Covered at * 50%**	**Covered at * 50%**
Diagnostic: Evaluations - twice in a calendar year X-rays - complete series or panoramic film once in a 3-year period; bitewing x-rays - once in a calendar year; x-rays of individual teeth as necessary Oral cancer screening - once in a calendar year **Preventive:** Cleanings (routine and/or periodontal) - twice per calendar year through 6/30/08; four per calendar year beginning 7/1/08 Fluoride - twice in a calendar year through age 18 Space maintainers - through age 15 Sealant application to permanent molars - once in a 3-year period per tooth, for children through age 18	**Restorative:** Amalgam (silver) fillings and/or Composite (white) fillings (anterior and posterior teeth) **Oral Surgery:** Surgical and routine extractions **Endodontics:** Root canal therapy **Periodontics:** Periodontal cleaning (maintenance procedures - routine and/or periodontal) - twice per calendar year through 6/30/08; four per calendar year beginning 7/1/08 Treatment of gum disease **Denture Repair:** Repair of a removable denture to its original condition **Emergency Palliative Treatment**	**Prosthodontics:** Removable and fixed partial dentures (bridge); complete dentures Rebase and reline (dentures) Crowns Onlays Implants	**Orthodontics:** Correction of crooked teeth for dependent children through the end of the month in which the child turns 19
Contract Year Maximum: $1,000 per person (Coverages A, B, and C combined) beginning each July 1st			**Orthodontic Lifetime Maximum:** $1,000 Per Person

*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 non-participating dentists.

Delta Dental Premier Dentist Network

You'll get the best value from your Plan 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 Delta Dental's Web site at *www.nedelta.com*. Click on Locate a Dentist, then Local or National Dentist Directory. You can also call Delta Dental's Customer Service Department at 800.832.5700 or 603.223.1234.

Claim Submission Process

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 a Notification of Benefits detailing what has been processed under your Plan's coverage. You are responsible to pay any remaining balance directly to the dentist.

Nonparticipating Dentists

Your Plan provides coverage regardless of the patients' choice of dentists, participating or not. When visiting a nonparticipating dentist within the Northeast Delta Dental operating area of Maine, New Hampshire and Vermont, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or Delta Dental's allowance for nonparticipating dentists. The patient may be required to submit the claim directly and pay for the services at the time they are provided. The Notification of Benefits and the claim payment will go to the subscriber; the patient will be responsible for any remaining balance. (In Maine, the claim payment will go to the subscriber unless a valid assignment of benefits has been received).

When visiting a nonparticipating dentist outside the Northeast Delta Dental operating area, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or an amount equal to a selected percentile of a nationally-recognized database for the area in which the services were provided. The patient may be required to submit the claim directly and pay for the services at the time they are provided; the patient will be responsible for any remaining balance. The Notification of Benefits will go to the subscriber. The claim payment will go to the dentist unless the claim is marked "paid," otherwise it will be sent to the subscriber. (In Maine, the claim payment will go to the subscriber unless a valid assignment of benefits has been received).

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 Plan has additional group dental coverage, the Coordination of Benefits provision described in your Dental Plan Description will determine the sequence and extent of payment. If you have any questions, please contact Delta Dental's Customer Service department at 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 Plan.

Dental Plan Description

You will receive a Dental Plan Description shortly after your enrollment. The Dental Plan Description describes the benefits of your Plan and tells you how to use your Plan. Please read it carefully to understand the benefits and provisions of your Local Government Center HealthTrust Dental Plan.

Who is Eligible

All eligible employees and their dependents, defined as:

- Spouse/civil union partner;
- Unmarried, dependent children from age 2 to age 19;
- Unmarried, dependent children age 19 to age 26 who meet further eligibility criteria; and
- Incapacitated dependent children, regardless of age.

Please refer to the Dental Plan Description for additional information regarding dependent eligibility.

Eligibility or Benefits Questions

If you have questions regarding eligibility or benefits, please contact your employer or Local Government Center at 800.527.5001.

Claims Questions

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 800.832.5700 or 603.223.1234.

This summary should be used only as a guideline for your dental plan coverage. For detailed information on your Plan's terms, conditions, limitations, exclusions and guarantees, please refer to your Dental Plan Description or consult your employer.

LGC
NEW HAMPSHIRE
Local Government Center

PO Box 617
Concord, NH 03302-0617
603.224.7447
800.527.5001
www.nhlgc.org

DELTA DENTAL

Northeast Delta Dental
One Delta Drive
P.O. Box 2002
Concord, NH 03302-2002
www.nedelta.com

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Dental Coverage and Rates

July 2015 Dental Renewal

The following rates are guaranteed from July 1, 2015 to June 30, 2016

Anniversary Month July
Probationary Period 0M

* NO RATE increase for 7/1/16 - 6/30/17

Coverage	Single	2-Person	Family
OPTION 1	$41.28	$79.89	$145.35

Monthly rates are based on at least 75% participation of eligible employees.
If there is an employee contribution for dependents, 50% of subscribers with dependents must agree to enroll all of their eligible dependents and keep them enrolled for the term of the contract year

BENEFIT SCHEDULE

Coverage	Cov A	Cov B	Cov C	Cov D	Ortho	Ded	BPM
OPTION 1	100%	80%	50%	50%	$1,000	$25/$75	$1,000

*PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

Part-time employees working a minimum of 20 hours per week are eligible for dental benefits.

APPENDIX D

Job Performance and Merit Pay Policy

All employees shall be subject to job performance evaluations (using the form attached hereto and incorporated herein) which shall be used to determine the extent to which an employee is meeting his/her job expectations and goals as established by his/her Supervisor. Evaluations shall be conducted upon the successful conclusion of a probationary period and thereafter following an employee's effective anniversary date.

A. Employees who are coming off of a probationary period shall not be eligible for a merit pay rate increase, (unless this coincides with an anniversary date) except in the event of extraordinary circumstances as may be approved by the Board of Selectmen or appointing authority at the time of hire or promotion.

B. Except as otherwise noted, evaluation forms shall be used as the basis for determining merit pay rate increases to be applied as of an employee's effective anniversary date. The merit values (and amounts) to be used as part of the evaluation process shall be established by the Board of Selectmen, as set forth in Appendix B, subject to the availability of budgeted funds. In addition, the actual merit amount to be awarded to an employee shall be subject to the approval of the Board of Selectmen using their sole discretion.

C. Employees who are at the maximum pay rate for their classification shall not be eligible for additional merit pay rate increases or lump sum merit pay disbursements.

D. An employee's anniversary date for the purposes of merit pay increases and job evaluations shall be the date of hire. Thereafter, the anniversary date shall be the date of a promotion or reclassification as may be applicable.

E. The Town shall strive to complete the evaluation process and disburse merit pay rate increases within thirty (30) days of an employee's effective anniversary date.

F. An employee who fails to complete a self-evaluation within thirty (30) days of the due date shall be subject to a fifty percent (50%) reduction in their merit pay, whereupon the Department Manager shall complete the evaluation process within forty-five (45) days without the self-evaluation. A Department Manager that fails to complete a performance evaluation within forty-five (45) days of the due date may be subject to disciplinary action for neglect of duty.

TOWN OF GILFORD, NEW HAMPSHIRE
EMPLOYEE JOB PERFORMANCE EVALUATION FORM

EMPLOYEE'S NAME: _____

EMPLOYEE'S TITLE: _____

DEPARTMENT: _____

INITIAL DATE OF HIRE: _____

DATE OF CURRENT CLASSIFICATION (ANNIVERSARY DATE): _____

EVALUATION PERIOD FROM: _____ TO: _____

SUPERVISOR'S NAME: _____

SUPERVISOR'S TITLE: _____

DATE OF EVALUATION: _____

TYPE OF EVALUATION: [ ] PROBATIONARY
[ ] ANNUAL REVIEW
[ ] SELF-EVALUATION
[ ]

OTHER _____

STEP 1: EMPLOYEE SELF-EVALUATION
STEP 2: SUPERVISOR REVIEW/EVALUATION
STEP 3: DEPARTMENT MANAGER REVIEW/EVALUATION
STEP 4: TOWN ADMINISTRATOR REVIEW
STEP 4a: BOARD OF SELECTMEN REVIEW (APPLICABLE FOR DEPT. MANAGERS ONLY)
STEP 5: EMPLOYEE & SUPERVISOR CONSULTATION
STEP 6: EMPLOYEE ACKNOWLEDGEMENT
STEP 7: ORIGINAL RETURNED TO TOWN ADMINISTRATOR FOR PERSONNEL FILE
STEP 8: BOARD OF SELECTMEN APPROVAL OF CHANGE OF STATUS FORM

LEVELS OF PERFORMANCE (FOR RATING PURPOSES):

0.0= Unacceptable: Minimum expectations are not being met; performance is deficient; better effort is required; results are unsatisfactory

2.0= Acceptable: Meets expectations; performs assigned tasks and/or responsibilities sufficiently; Few deficiencies are noted.

2.5= Above Average: Job performance is noted for occasionally rising beyond basic expectations.

3.0= Commendable: Performance expectations are often exceeded; goes above and beyond the basic effort with good results; proficient in most tasks; mistakes are extremely rare

3.5= Very Good: Consistently performs at a high level with regard to effort and accomplishments.

4.0= Exceptional: Superior effort and outstanding results are consistently demonstrated; serves as a role model for other employees; exemplary conduct in most rating aspects.

GENERAL EVALUATION CRITERIA

(A.1) QUALITY OF WORK:

Can the employee be depended upon to meet finished product expectations? Is the work consistently thorough, accurate and timely? Are errors or mistakes often noted? Are things done right the first time? Does the employee forget to do parts of a project? Can the end results be used as an example for others? Is work done neatly or sloppily? Is attention to detail obvious or lacking? Are reports and project documentation completed in an appropriate manner? Has the employee received disciplinary action and/or praise for the quality of work during the review period?

RATING: _____

COMMENTS: _____

_____

_____

_____

_____

_____

(A.2) QUANTITY OF WORK:

Does the employee keep up or fall behind other workers? Does the employee exceed the output of others? Is work time spent productively? Are daily assignments completed in their entirety? Does the employee exceed goals and/or request additional assignments? What happens to work output before and after break times or absences from work? Has the employee received disciplinary action and/or praise for the quantity of work during the review period?

RATING: _____

COMMENTS: _____

_____

_____

_____

_____

_____

(A.3) PERSONAL WORK HABITS:

Does the employee report to work punctually? How often has the employee used sick leave during the evaluation period? Is leave time abused? Are there any patterns or trends related to workplace attendance? Does the employee repeatedly ask to leave work early due to illness or appointments? Is the employee's appearance neat and appropriate? Does the employee dress appropriately? Does the employee maintain a neat and organized work area? Does the employee report to work when truly sick? Is the employee a positive role model for others? Does the employee conduct himself/herself in a professional manner? Is the employee fair-minded? Does the employee use appropriate language? Is the employee dependable? Does the employee act with integrity? Has the employee received disciplinary action and/or praise for personal work habits during the review period?

RATING: _____

COMMENTS: _____

_____

_____

_____

_____

_____

(A.4) ATTITUDE:

To what extent does the employee cooperate with fellow workers? Is the employee moody or non-communicative? Does the employee demonstrate enthusiasm or complain about work assignments? How does the employee interact with peers and other Town officials? Does the employee spread gossip or rumors about others? Is the employee's temperament appropriate? How does the employee respond to criticism and suggestions? Does the employee lack tactfulness at times? Is the employee sensitive to the needs or shortcomings of others? Does the employee foster a productive and friendly work atmosphere? Does the employee care about the funds used for departmental purposes? Does the employee treat Town property with respect? Does the employee listen attentively and follow directions? Does the employee comply with directives and policies? Has the employee received disciplinary action and/or praise for his/her attitude during the review period?

RATING: _____

COMMENTS: _____

_____

_____

_____

_____

_____

(A.5) ADAPTABILITY & PROBLEM-SOLVING:

How does the employee cope with unfamiliar work? Does the employee require close supervision? Does the employee show initiative and self-motivation? Is the employee flexible as priorities shift or emergencies develop? Does the employee show an interest in expanding job knowledge? How does the employee react to new ideas? Does the employee suggest new approaches to problem-solving? How does the employee react to unsuccessful experiments? Is the employee able to identify or anticipate problems and communicate such issues to supervisors? Has the employee received disciplinary action and/or praise for his/her adaptability and problem-solving abilities during the review period?

RATING: _____

COMMENTS: _____

_____

_____

_____

_____

_____

(A.6) SAFETY COMPLIANCE:

Does the employee consistently comply with safety policies and procedures? Does the employee demonstrate concern for a safe work environment? Does the employee engage in horseplay or dangerous behavior? Does the employee have to be reminded to use appropriate protective equipment and practices? Does the employee wear a seat belt in a Town vehicle? Does the employee provide suggestions for enhancing worker safety? Does the employee fulfill his/her risk management obligations? Has the employee had any workplace accidents? Has the employee failed a random drug test? Does the employee recognize the importance of law enforcement in the promotion of safety? Is the employee an active participant on the JLMC? Has the employee received disciplinary action and/or praise for safety related issues during the review period?

RATING: _____

COMMENTS: _____

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(A.7) PROFESSIONAL DEVELOPMENT:

Has the employee taken any training classes during the evaluation period? Were educational opportunities initiated by the employee or supervisor? Has the employee demonstrated a willingness to learn? Has the employee met the goals previously established? Has the employee complied with training requirements? Does the employee ask pertinent questions? Has the employee failed any classes or neglected to fulfill any training opportunities? Does the employee share job knowledge with others? What types of certifications have been obtained during the evaluation period? Does the employee exhibit potential for promotion or an upgrade in job classification?

RATING: _____

COMMENTS: _____

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(A.8) TECHNICAL SKILLS:

Is the employee familiar with the job description? Is the employee capable of performing all of the duties set forth in the job description? Has the employee demonstrated the ability to perform the duties of the position with distinction? Does the employee avoid certain responsibilities? What has the employee done to stay current in emerging technologies? Does the employee ask questions to better understand his/her responsibilities? Is the employee ready for additional responsibilities? Does the employee voluntarily apply additional skills for the benefit of the department? Is the employee working to his/her maximum potential? Is the employee respected by colleagues? Does the employee look into historical aspects of a situation? How does the employee fulfill budgetary responsibilities? Has the employee received disciplinary action and/or praise for his/her technical skills during the review period?

RATING: _____

COMMENTS: _____

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(A.9) ORGANIZATION:

Has the employee demonstrated the ability to organize and prioritize assignments? Does the employee appear organized when he/she attends meetings? Are deadlines met? Does the employee frequently appear to be in crisis mode? Does the employee anticipate project obstacles and develop plans to achieve success? Is the employee able to meet the daily workload and if not, does he/she communicate legitimate reasons to a supervisor? Does the employee waste time during the workday? Has the employee received disciplinary action and/or praise for his/her organizational skills during the review period?

RATING: _____

COMMENTS: _____

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(A.10) TEAMWORK:

Does the employee accept accountability for individual work contributions? Does the employee solicit input and ideas from others? Does the employee blame others for mistakes? Does the employee offer praise to others? Does the employee have personality conflicts with other members of the work team? Has the employee demonstrated a willingness to share skills and coach others? Does the employee ask for others to help with a difficult task or volunteer to help other employees? Does the employee speak of Town government or Town officials in a complimentary or derogatory manner? Does the employee speak of wanting to work somewhere else or of striving for advancement? Does the employee respect the chain of command? Has the employee received disciplinary action and/or praise for his/her teamwork during the review period?

RATING: _____

COMMENTS: _____

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(A.11) PUBLIC RELATIONS & COMMUNICATIONS:

Does the employee communicate appropriately with citizens? How does the employee respond to citizen requests for service? Has the employee gone above and beyond the call of duty to help someone? Does the employee provide concise verbal and/or written communications to supervisors, subordinates and co-workers? Does the employee spread misinformation or partial renderings of actual events? Is the employee an advocate for the department? Does the employee accurately explain his/her role in Town government to others? Does the employee refer citizen inquiries to supervisors? Has the employee been the recipient of a citizen complaint and if so, was there any validity to the complaint? Has the employee done anything to cast discredit on the department? How does the employee interact with other government agencies and/or the press? How are reports and presentations handled? Has the employee received disciplinary action and/or praise for public relations activity and communication skills during the review period?

RATING: _____

COMMENTS: _____

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(A.12) LEADERSHIP:

Is the employee a leader or a follower? Does the employee delegate appropriately? Has the employee made himself/herself critical to the success of the department/Town? Is the employee effective when working in a supervisory capacity? Does the employee set a good example for others? Has the employee established personal goals and objectives? Does the employee promote innovation? Does the employee show initiative or a take charge approach to work assignments? Does the employee demonstrate unique personal skills? Does the employee empower subordinates? Does the employee need to be told what to do?

RATING: _____

COMMENTS: _____

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PART B. ADDITIONAL EVALUATION CRITERIA

(B.1) ACCOMPLISHMENTS:

(B.2) STRENGTHS:

(B.3) WEAKNESSES:

(B.4) ACTION PLAN FOR IMPROVEMENTS:

(B.5) DEPARTMENTAL GOALS & OBJECTIVES:

(B.6) SUPERVISOR'S ROLE/CONTRIBUTIONS TOWARDS EMPLOYEE'S FUTURE SUCCESS:

(B.7) OTHER SUPERVISOR'S COMMENTS:

PART C. COMPENSATION CALCULATIONS

(C.1) SUM TOTAL OF ALL RATINGS THIS EVALUATION: _____

(C.2) ADJUSTMENT*: _____

(C.3) TOTAL MERIT RATING: _____

(C.4) PROPOSED MERIT AMOUNT (SEE CHART BELOW): _____

Less than 24.0	= 0.0%
24.0 – 29.5	= 2.0%
30.0 – 35.5	= 2.5%
36.0 – 41.5	= 3.0%
42.0 – 47.5	= 3.5%
48.0	= 4.0%

*ADJUSTMENT VALUE SHALL NOT EXCEED 4 POINTS (+/-) BASED ON ADDITIONAL EVALUATION CRITERIA AS SET FORTH IN PART B

PART D. ACKNOWLEDGEMENTS

DEPARTMENT MANAGER'S COMMENTS:

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DEPARTMENT MANAGER'S SIGNATURE DATE

TOWN ADMINISTRATOR'S COMMENTS:

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_____ _____

TOWN ADMINISTRATOR'S SIGNATURE DATE

EMPLOYEE'S ACKNOWLEDGEMENT:

Check each box that is applicable and initial where appropriate:

[ ] _____ I agree with this rating/evaluation

[ ] _____ I do not agree with this rating/evaluation

[ ] _____ I accept my rating, but there are some parts that I do not agree with

[ ] _____ I have had an opportunity to discuss this evaluation with my supervisor

[ ] _____ I wish to appeal my approved merit pay amount to the Selectmen

EMPLOYEE'S COMMENTS:

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EMPLOYEE'S SIGNATURE DATE