AN AGREEMENT

between

STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC.

SEIU LOCAL 1984

and

TOWN OF EXETER

Public Works
and
Town Office Employees

January 1, 2016- December 31, 2016

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An AGREEMENT between the STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC., S.E.I.U. LOCAL 1984, hereinafter referred to as the "Association" and the TOWN OF EXETER hereinafter referred to as the "Town" and collectively referred to as the "Parties."

ARTICLE I
Recognition

1.1. The Town recognizes the Association as the exclusive bargaining agent within the meaning of RSA 273-A with regard to the following jobs as enumerated in the certification of State Employees Association of New Hampshire, Inc., S.E.I.U. Local 1984.

PUBLIC WORKS
- Water/Wastewater Treatment Plant Operator
- Heavy Truck Driver
- Highway Foreman
- Highway General Foreman
- Mechanic Class 1
- General Laborer
- Heavy Equipment Operator
- Heavy Equipment System Operator (W&S only)
- Secretary
- Water/Wastewater Treatment Plant Senior Operator
- Water/Sewer Distribution Technician
- Water/Sewer Foreman
- Maintenance Technician
- Utility Foreman
- Mechanic Foreman
- Maintenance Technician/W&S
- Maintenance Technician/Carpenter
- Maintenance Technician/Electrician
- Maintenance Technician/HVAC & Plumbing

TOWN OFFICES
- Water & Sewer Clerk
- Assistant Town Clerk
- Assessing Clerk
- Accounting Clerk
- Deputy Town Clerk
- Secretary
- Clerical Supervisor
- Collection Specialist

FIRE/POLICE
- Secretary
- Clerical Supervisor

RECREATION DEPARTMENT
- Clerical Supervisor
- Parks Foreman
- Parks Laborer

1.2. Reference to the "Association" as exclusive representative of the employees means the state organization of the State Employees' Association of New Hampshire, Inc.,

and the Town shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

ARTICLE II
Employee Rights and Non-Discrimination

2.1. The Parties agree to honor and to be bound by the provisions of RSA 273-A and RSA 354-A, as amended, with respect to the rights of employees and protection from discrimination.

2.2. The Town shall furnish each bargaining unit member after the signing of this Agreement with a copy of the Agreement.

2.3. There will be no discrimination in promotions or selections for positions because of race, sex, color, religion, national origin, age, marital status, membership in or activity on behalf of the Association.

ARTICLE III
Probationary Employees

3.1. All eligible full-time employees who have satisfactorily completed the twelve (12) month probationary period, received certifications, and who have received a satisfactory performance evaluation shall become regular employees and shall become members of the bargaining unit. However, if no such evaluation has been performed by the Employer by its own volition by the employee's one year anniversary date, then lack of the performance evaluation shall not be cause for denial of non-probationary status. All employees shall become unit employees and shall be covered by this Agreement as of the beginning of their second year of employment, at the latest.

3.2. No regular employee who is on probation by virtue of a promotion or other change of job class or duties shall be considered to be a probationary employee for purposes of this Article.

ARTICLE IV
Management Rights

4.1. The Employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Hampshire and of the United States. All rights, which ordinarily vest in and are exercised by public employers, which are not specifically relinquished in this Agreement, are reserved to and remain vested in the Employer. The Employer possesses the sole right to operate Town government, subject to applicable law, and to exercise managerial policy within its exclusive prerogative, to manage its affairs efficiently and economically including, but not limited to, the use of technology, the Employer's organizational structure, selection, promotion, transfer, assignment, number, direction, and discipline of its personnel. Further, the Employer retains the right to adopt, change, enforce, or discontinue any rules, regulations, or procedures, to direct employees in their duties, to establish reasonable work rules, to take disciplinary action for just cause, to relieve employees from their duties because of lack of work, to take whatever action is necessary to comply with State or Federal

law, to introduce new or improved methods or facilities, to change existing methods or facilities, and to take whatever action is necessary to carry out the functions of the Employer in an emergency situation.

4.2. For the purposes of this Agreement, "emergency" is defined as a condition or situation unexpected and out of the ordinary which requires immediate action to avoid danger to life or property.

ARTICLE V
Association Rights

5.1. The Association, or committees of the Association may be allowed the use of the facilities of the Town for meetings when such facilities are available subject to the approval of the Town Manager under existing policy as determined by the Employer. If the Association wishes to use any of the facilities of the Town, it shall request such use at least one week in advance and the Town shall provide the requested facility, if available.

5.2. Staff representatives of the Association may, upon request to the Town Manager, be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited.

5.3. The Town shall provide reasonable space on bulletin boards in non-public work areas for the exclusive use of the Association in communicating with employees in the bargaining unit.

5.4. The Town shall, within thirty (30) days after the effective date of this Agreement, furnish to the Association an alphabetical listing of the names and addresses of the employees in the bargaining unit. Upon reasonable request, the Town shall furnish updated lists to the Association. The Association agrees to limit such requests to not more than once per month.

ARTICLE VI
Dues Checkoff and Fair Share

6.1. The Town shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the Town an individual written authorization for such deduction. A deduction of dues shall cover the current pay period in which the said deduction is made.

6.2. The Town shall pay to the Association such collected dues and fees once each month and shall include a list of the employees for which dues are being paid and the dates of such payments.

6.3. An individual who is not a member of the Association who request services of the Association in a grievance representation shall be charged the full fair cost to the Association of such representation. The Town shall have no responsibility in the collection of such costs.

6.4 The Association shall be allowed the use of one (1) additional payroll deduction.

ARTICLE VII
Basic Work Schedule

7.1. Any current work schedule change shall be subject to two weeks notice, except in an emergency.

7.2. For pay purposes, the work week shall begin at 12:01 a.m. on Monday and end at midnight the following Sunday for all employees.

ARTICLE VIII
Overtime

8.1. Hours worked beyond the normal work day or beyond the normal work week shall be paid at time and one half.

8.1.1. The Parties agree that there shall be no claim for overtime compensation because of part-time work in a town department different from the employee's regular employment.

8.2. The supervisor shall give as much notice as practicable when overtime will be worked.

8.3. Time worked, for the purpose of this article, shall mean all time an employee is on pay status, subject to the exception set forth in 8.1.1. Pay status shall mean time worked and paid time off.

8.4. Claims for overtime payment should be made in the week in which the overtime is worked, and, to the extent practical, will be paid in the employee's next pay check.

8.5. In the event that an employee is called back to work after the end of his/her last regularly scheduled shift, s/he shall receive time and one-half pay for all time worked on such call out which is not part of a regularly scheduled shift, but in no case shall the call out pay be less than three (3) hours pay at time and one-half.

8.6. Overtime shall be distributed equally among qualified employees customarily performing the kind of work required, but preference shall be given to those employees currently assigned to the work section, area, or job in which the overtime is to be worked.

8.6.1. An employee shall not be relieved of duty during regular shift hours in his/her basic work week, in order to compensate for or offset overtime hours worked, unless (a) he/she agrees to be relieved of duty, or, (b) it is in the interest of the employee, the employer or the general public to relieve the employee of duty for reasons of health or safety.

8.7. The Town agrees not to violate the terms of the Federal Fair Labor Standards Act.

ARTICLE IX
Holidays

9.1 The following are the official holidays for the term of the Agreement:

New Year's Day
Civil Rights Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas

9.1.1 Any of the aforementioned holidays falling on a Sunday shall be treated as falling on the following Monday. In like manner, any of the aforementioned holidays falling on a Saturday, shall be treated as falling on the preceding Friday.

9.2 When a holiday falls on the regularly assigned day off for the employee, such employee shall be compensated by another day off.

9.2.1 All holidays must be taken in full days only.

9.3 Payment for holidays will be as follows:

9.3.1 Holidays not worked: Every employee who meets the conditions for holiday leave with pay under 9.4. below will be paid at his normal straight time, hourly rate for each holiday not worked.

9.3.2 Holidays worked: Employees will be paid time and one-half for all hours worked on holidays within their regular work schedule, plus their regular weekly pay.

9.4 To be eligible for holiday leave with pay, the employee shall have worked the full scheduled standard work day (of the standard work week) before the holiday and the full scheduled standard work day (of the standard work week) after the holiday, unless the employee's absence is due to one of the following reasons:

a. Told not to report to work.

b. Sent home after reporting to work.

c. Attending to compulsory civic duty, such as jury duty, etc.

d. Recovering from occupational injury received in the Town's employ.

e. Death in the family or illness in accordance with the provisions of 12.2.3.

f. If on vacation.

9.5 Employees shall be eligible for holiday pay at the date of employment.

ARTICLE X
Wage and Salary Administration

10.1 Wages: (See Appendices)

10.1.1 Effective with the first full pay period beginning July 1, 2016, all eligible employees will receive a one-step wage increase. On this date any employee who is not eligible for a step due to being at the top of the wage schedule shall be paid a one-time bonus of 0.75% of base pay, which amount shall not be added to base pay and shall be paid by separate check. The July 1, 2016 wage schedule is attached as Appendix A.

10.1.2 10.2 Longevity Pay: Full-time employees shall receive longevity pay according to the schedule below for continuous long-term service. Payments shall be made in the first pay period of December annually. Any member, who voluntarily leaves the service of the Town prior to December 1, but after their anniversary date, shall receive the annual payment prorated, based on the period served in the current year. Retirees shall be paid in full for the year in which they retire. All employees hired after the execution of this Agreement shall not be eligible for longevity pay.

After Completion Of:

5th continuous year	$ 300.00 annually
6th continuous year	350.00 annually
7th continuous year	400.00 annually
8th continuous year	450.00 annually
9th continuous year	500.00 annually
10th continuous year	550.00 annually
11th continuous year	600.00 annually
12th continuous year	650.00 annually
13th continuous year	700.00 annually
14th continuous year	750.00 annually
15th continuous year	800.00 annually
16th continuous year	850.00 annually
17th continuous year	900.00 annually
18th continuous year	950.00 annually
19th continuous year	1,000.00 annually
20th continuous year	1,050.00 annually
25th continuous year	1,500.00 annually

10.3 Payroll checks shall contain an itemization of all payroll deductions for the pay period.

10.4 Beginning Salary: The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, the Town Manager may make original appointments at a salary above the minimum rate of pay whenever such action is in the best interest of the Town.

10.5 **Demotion**: If an employee is moved into a lower paying position as a result of a reduction in force s/he may be employed at the maximum salary range of the lower class for which qualified, but s/he will receive at least the rate to which his/her length of service would otherwise have entitled him/her to in that class. If the maximum salary of the lower class is the same or higher than the salary of the person who moved into a lower paying position, the salary of that person shall be the same as s/he received prior to the move.

10.6 When an employee is promoted s/he shall suffer no loss in compensation.

10.7 **Temporary Assignment to Higher Position**: Employees covered by this Agreement who are required to assume, temporarily, the duties and responsibilities of a higher paid position, will be paid the minimum pay for such a position or their regular rate of pay, whichever is more, providing that such temporary assignment continues for three consecutive work shifts during the calendar year.

10.8 **Severance Pay**: Any employee who retires from his employment with the Town after having given fourteen (14) calendar days notice either to his Department Head, or to the Town Manager shall be entitled, after one year of service, to one week severance pay, plus any unused portion of annual leave. Any employee who ceases or terminates his/her employment for reasons other than retirement shall not be entitled to any severance pay.

10.9 The Town and the Association agree that all cost items of this Agreement must be approved by the Town at the Annual or Special Town Meeting, and the action taken at such meeting shall be final on all cost items. These cost items will be included by the Selectmen in the annual Town Budget. Also, both Parties agree that the cost items included in this Agreement shall not become effective unless and until appropriate action is taken by Town Meeting.

Until the cost items have been approved or until a revised agreement is reached which is consistent with the action taken at the Town Meeting, the compensation and fringe benefits of employees covered by this Agreement shall be continued in accordance with the previous contract, provided that sufficient funds have been made available by the most recent Town Meeting.

10.10 The Town and the Association agree that the Town may convert to a bi-weekly payroll system at any time with a thirty (30) day notice to the Association. No employee will suffer any loss of pay as a result of this conversion.

ARTICLE XI
Uniforms and Safety Equipment

11.1. The Town shall determine and provide such safety equipment as necessary for employees to safely carry out their duties.

11.2. All non-office employees shall report to work in reasonably clean clothes consisting of standard uniforms and/or clothes approved by the Town. Any employee who reports to work out of uniform will be sent home on their own time to change into approved uniform.

All non-office employees will be issued a basic uniform package containing up to 11 sets of pants (cotton, polyester, or denim) and long sleeve shirts (cotton or polyester) cleaned on a weekly basis. Cleaning shall be provided at the Towns expense.

All employees may receive other Town approved T-shirts, sweatshirts, jackets, windbreakers, and hats.

The Town and the Association will establish a boot committee composed of two (2) Association members and two (2) management employees. The committee will meet

to review boot vendors and prices annually, in order to recommend a preferred boot vendor to the Public Works Director, if possible.

Effective upon execution of this Agreement, a reimbursement not to exceed the actual cost of boots up to a maximum of $185 for steel toed safety boots shall be provided in accordance with the safety shoe policy.

Once an employee has used his or her boot allowance to purchase boots in a given calendar year, management will replace those boots if they are damaged while on duty and are no longer satisfactory for work.

The Town agrees to purchase one set of Carhartt style overalls for each employee whose work requires it.

The Town agrees to reimburse employees up to $150 for the cost of prescription safety glasses. The employee shall be eligible for additional reimbursement for the replacement of worn glasses or if the employee's prescription changes. Reimbursement will be made consistent with department and Town policies.

Issued uniforms and clothing shall be replaced when worn out or destroyed. For replacement, the item must be turned in with written verification of its loss of destruction in the line of work.

ARTICLE XII
Leave Administration

12.1. Annual Leave:

12.1.1. Unit employees shall be entitled to annual leave with full pay on the basis of the following schedule:

After first year	-	five work days annually
After second year	-	ten work days annually
After fifth year	-	fifteen work days annually
After tenth year	-	twenty work days annually
After twenty-fifth	-	twenty five work days annually

12.1.2. Except in an emergency, every employee shall be afforded the opportunity to receive at least two consecutive weeks of annual leave if earned leave time is adequate.

12.1.3. Vacation Administration:

12.1.3.1. Vacation Schedule: Vacations shall be scheduled between January 1st and December 31st, allocated in preference by seniority. All vacations must be taken prior to December 31st of the vacation year. It is the policy of the Town not to grant payment in lieu of vacations.

12.1.3.2. **Divided Vacation**: A divided vacation may be approved by the Department Head and/or Town Manager provided it is taken within the vacation year. Such a decision will consider departmental work schedule and/or schedule for shutdown. All employees shall take one full week's vacation. The remaining earned vacation may be taken as wished, with approval of the Department Head.

12.1.3.3. **Maintenance of Vacation Schedules**: Vacation schedules for employees in all departments shall be maintained by the Department Head and should be posted in each department no later than April 1st of the year.

12.1.4. Upon termination of employment, a permanent employee will be paid for any unused accumulated annual leave at his/her regular rate of pay. In the event of death of an employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

12.1.5. Notwithstanding 12.1.3.1. above, any employee who, by virtue of reaching his/her anniversary date between July 1st and December 31st, earns additional vacation time shall be allowed to carry over such additional vacation time until their anniversary date of the following year.

12.2. **Sick Leave:**

12.2.1. Every unit employee shall be entitled to sick leave with full pay on the basis of the formula given below and computed at the end of each completed month of service.

Days Per Month	**Days Per Year**	**Maximum Accumulation**
1 ¼	15	120

12.2.2. Sick leave is earned from the first day of employment and, six (6) months, may be used as earned.

12.2.3. Paid sick leave shall be granted for the following reasons:

a) personal illness;

b) non-compensable bodily injury or disease;

c) exposure to contagious disease, or quarantine;

d) attendance upon member of the immediate family, whose illness requires the care of such employee for no longer than one day except that, with prior approval of the Department Head and the Town Manager, an extension may be granted, provided however that extensions will not be denied unreasonably.

Employees absent for the above reasons shall report such absence to their supervisor immediately, together with the reasons for the absence. A statement may be required from a qualified physician (designated by the Town Manager and at town expense) certifying the condition of the employee or a member of the family who has been reported ill.

12.2.4. Whenever a former employee who has been separated from the Town by a reduction in force, or for reasons without prejudice but for the convenience of the Town, is reinstated within one (l) year and had satisfactory work performance, the previously accumulated and unused balance of his/her sick leave allowance not paid shall be returned to his/her credit.

12.2.5. In the event of retirement or death of an employee, s/he or his/her estate shall be paid for all unused sick leave time to his/her credit at one-half the employee's regular rate

of pay at the time of such retirement or death. Retirement means leaving Town employment upon reaching age 62 in anticipation of receiving retirement benefits.

12.2.6. Disabilities caused or contributed to by pregnancy, childbirth, and recovery there from shall entitle the employee to use accrued sick leave.

12.3. **Bereavement Leave:**

12.3.1. An employee is entitled to bereavement leave at full pay, not to exceed three working days between the date of death and the date of the funeral, inclusive for a death in the immediate family. For the purpose of administering the provisions of bereavement leave, immediate family shall mean; spouse, parent, brother, sister, child, grandchild, father-in-law, mother-in-law, step-parent, step-child, step-brother, step-sister, or a person living within the household.

12.3.2. An employee is entitled to bereavement leave at full pay for one working day for the purpose of attending the funeral of a grandparent, brother-in-law, sister-in-law, aunt or uncle.

12.4. Special Leave of up to three days may be granted by the Department Head to an employee in the event of the death of a person whose death presents special immediate family commitments, not to be added to 12.3.1. or 12.3.2.

12.5 Family and Medical Leaves of Absence (FMLA)

1. An employee is eligible to request an FMLA leave if he/she has been an employee of the Employer for at least twelve (12) months and has worked at least 1250 hours during the twelve (12) month period immediately preceding the leave.

2. Subject to the requirements described in this policy, an eligible employee may request and will be granted up to twelve (12) workweeks of *unpaid* FMLA leave during any twelve (12) month period for one or more of the following events:

    a. the birth and first year care of a child;

    b. the placement of a child for adoption or foster care in the employee's home within 12 months of the placement;

    c. the care of the employee's spouse, child or parent with a serious health condition; or

    d. the employee's serious health condition which renders him/her unable to perform the functions of the employee's position.

    e. the care of the employee's spouse, son, daughter, parent, or next of kin who is a covered service member and recovering from a serious illness or injury sustained in the line of duty while on active duty.

    f. any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

3. The Town of Exeter has the right to designate FMLA leave any time an eligible employee request time off for a qualifying reason. For example, if an eligible employee suffers a work related injury that qualifies as a serious health condition, the Town has the right to designate any time away from work as FMLA leave.

4. For purposes of calculating the amount of FMLA leave an eligible employee may request, the term "during any twelve (12) month period" means a rolling twelve (12) month period measured backward from the date requested leave will be used.

5. The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this policy shall entitle any employee who returns from leave to the accrual of any seniority or additional employment benefits during the period of the leave.

6. Unless one of the exceptions in the law applies, an employee who takes an FMLA leave for the intended purpose of the leave shall be entitled, on timely return from the leave and completion of all required documentation, to be restored to the position of employment held when the leave commenced or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

7. At the election of the eligible employee, any group health plan as defined by the FMLA will be maintained for the duration of an FMLA leave and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The employee will be responsible for paying his/her share of the premium. While on an *unpaid* FMLA leave, the employee will be responsible for paying this part of the premium by submitting payment to the Human Resources Office on or before each regular payday. The Employer may recover its share of the premiums for maintaining coverage for the employee under such group health plan during the period of an FMLA leave if the employee fails to return to work (or returns but fails to stay 30 calendar days) for reasons other than the continuation or onset of a serious health condition entitling the employee to leave under paragraphs 2.c or 2.d above, or other circumstances beyond the employee's control. Certification of inability to return to work as specified and allowed by the FMLA will be required.

8. An employee must substitute any accrued paid leave for any unpaid FMLA leave, as permitted by the FMLA regulations. Upon exhaustion of any accrued paid leave, the remainder of any FMLA leave will be unpaid. In no case will the combination of paid and unpaid leave used for an FMLA purpose exceed twelve (12) workweeks in any twelve (12) month period as defined herein. Accrued paid leave will start with the following and continue until all accrued leave has been exhausted: Sick Time will be used for maternity leave, serious health condition or injury of the employee. Vacation/Personal Time used for care of a child and spouse after birth or adoption/foster care of a child, care of a spouse, child, parent or next of kin due to a serious health condition or injury.
9. FMLA leave for the birth/care of a child or for the placement of a child for adoption or foster care must be taken within the twelve (12) month period which starts on the date of such birth or placement. Regardless of when such leave begins, it will end no

later than the end of the twelve (12) month period. Unless specifically permitted, FMLA leave for these purposes cannot be taken on an intermittent or reduced leave schedule.

10. If both spouses are employed by the Employer, they are limited to a combined total of twelve (12) workweeks of FMLA leave during any twelve (12) month period for purposes described in paragraphs 2.a or 2.b above. However, each employee may use up to twelve (12) workweeks of FMLA leave during any twelve (12) month period if the leave is for purposes described in paragraphs 2.c and 2.d above.

11. An eligible employee who foresees that she/he will require a leave for the birth/care of a child, or for adoption or foster care placement, must notify the Human Resources Office in writing not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances, generally within two (2) working days of learning of the need for leave.

12. An employee who foresees the need for a leave of absence due to planned medical treatment for her/him or for her/his spouse, child or parent, should notify the Human Resources Office in writing as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such notice should be at least thirty (30) calendar days in advance of the start of leave, unless impracticable, in which case the employee must provide the written notice as early as circumstances permit, generally within two (2) working days of learning of the need for leave.

13. If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee will be required to file with the Human Resources Office in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the employee is needed for such care.

14. If the requested leave is because of a serious health condition of the employee which renders her/him unable to perform the functions of her/his position, the employee will be required to file with the Human Resources Office a health care provider's statement as allowed by the FMLA.

15. Subject to the limitations and certifications allowed by the FMLA, leaves taken under paragraphs 2.c or 2.d above may be taken intermittently or on a reduced leave schedule when medically necessary, provided a health care provider certifies the expected duration and schedule of such leave and provided further that where such leave is foreseeable based upon planned medical treatment. The employee may be required or may elect to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

16. An employee on an approved leave under this policy must inform the Human Resources Office every seven (7) days regarding her/his status and intent to return to work upon conclusion of the leave. In addition, an employee must give written notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown. If an employee takes leave because of their own serious health condition, the employee will be required to submit a fitness-for-duty certification before returning to work.

17. The taking of another job (including self-employment) while on FMLA leave or any other authorized leave may lead to disciplinary action, up to and including termination of employment.

18. In any case where there is reason to doubt the validity of the health care provider's statement or certification for leaves taken under sections 2.c or 2.d above, the Employer may, at its expense, require second and third opinions, as specified by the FMLA, to resolve the issue.

19. The provisions of this policy are intended to comply with the Family and Medical Leave Act of 1993, and any terms used from the FMLA will be as defined in the Act or the U.S. Department of Labor ("DOL") regulations. To the extent that this policy is ambiguous or contradicts the Act or DOL regulations, the language of the Act or regulations will prevail.

12.6. **Maternity Leave:**

Any full-time employee who becomes pregnant may, subject to Town approval, remain employed during said pregnancy so long as said employee obtains a doctor's statement that she is able to perform the duties of her job adequately, it being the duty of said employee to provide to such doctor a copy of the duties for which she is responsible under her job description. The Town may also require that said employee obtain a doctor's statement by a doctor chosen by the Town at Town expense that such employee is capable of performing all duties of her job description. If conflicting opinions are rendered by the two doctors, a third doctor's opinion shall be obtained from a doctor mutually agreed upon by the Town and said employee at Town expense.

12.7. **Leave of Absence Without Pay**: A permanent employee, upon proper application in writing to and upon written approval of the terms by the Town Manager, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months, provided all ordinary leave has been exhausted.

When requesting a leave of absence without pay for personal reasons, all vacation leave shall be exhausted.

Extensions of leave for additional periods may be granted by the Town Manager. No annual leave or sick leave may be accumulated or used during a leave of absence without pay. At the expiration of such leave, or if approved by the Town Manager before the expiration of the leave, the employee shall be reinstated in the same status as he/she held prior to the leave of absence unless arrangements are made to the contrary prior to the granting of the leave of absence. Failure on the part of an employee to report promptly for work after written notice to the last known address provided to the employer by the employee at the expiration of the leave of absence may be cause for disciplinary action including dismissal.

12.8. **Leave of Absence With Pay**: The Board of Selectmen may, upon written recommendation of the Department Head and the Town Manager, authorize salary payments to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvement of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department Head in writing. All benefits shall remain in full force and effect during a leave of absence with pay.

12.9. **Jury Duty**: The Town considers it a civic duty to serve on a jury if summoned and will grant you leave in order to serve on a jury. Employees summoned for jury duty will be paid their regular rate of pay. The Employee must turn into the Town the pay provided by the government for jury service excluding mileage. The Employee must show the jury summons to their Department Head as soon as the notice is received and provide a copy to Human Resources.

While serving on a jury, you are expected to call your Supervisor daily to advise them of your status. In addition, you are expected to return to your job if you are excused from jury duty during your regular working hours. The employee must also provide a written statement from the appropriate government official showing the date(s) and time(s) served and the amount of compensation paid.

12.10. Military Leave:
It is the Town's policy to grant leaves of absence without pay to regular full-time employee who enlist, are drafted, or are recalled to active service in the armed forces of the United States.

If you are in the military reserve, you will receive the required time off to complete your training and your drill obligations. You must present a copy of your official orders or instructions to Human Resources. This information shall be made a part of your permanent personnel record.

If you enlist or are recalled to active Armed Forces duty, for a time period beyond normal annual training and drill obligations, you have certain re-employment rights prescribed by statutes with which the Town will comply.

The rate of pay and other benefits of the employee on return from the military leave of absence will be same as if the employee had worked continuously with the Town of Exeter in the job held when such special leave was granted.
You must notify Human Resources of your availability to return to work.

The Town reserves the right to place another employee in your position for the duration of the military leave of absence. Every effort will be made to place you in your previous position. If this is not possible, you will be placed in a position with comparable status, pay and responsibility.

Employees who voluntarily or involuntarily serve in the United States armed forces or National Guard (collectively referred to as "uniformed services") will be provided with leaves of absence for such service or training in connection with such service in accordance with the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA").

Military leaves of absence will be unpaid, unless otherwise required by law. You may elect to take part of, or all of, your accrued vacation and personal leave with pay during your military leave of absence, but you are not required to do so.

12.11. **Unauthorized Absence**: An absence of an employee from duty for a single day or part of a day that is not authorized by a specific grant of leave under the provisions of this Article, will be deemed to be an absence without leave. This includes, but is

not limited to, those situations when an employee is required to work additional, unscheduled hours at the beginning of a pay period, and opts to take scheduled hours off at the end of the same pay period.

12.12. **Personal Leave**: Employees shall be allowed three (3) days of leave in each calendar year for his/her personal use, which shall not be deducted from other leave accruals. Personal leave is not intended to be used as an extension of a holiday or vacation period, but, in the event that circumstances should require such use, the employer may ask the employee for a brief description of the circumstances, which necessitated such use.

ARTICLE XIII
Safety and Health

13.1. The Employer shall endeavor to provide and maintain safe working conditions as required by law.

13.2. The present safety committee shall continue in operation to bring to the attention of the Town where conditions detrimental to health or safety exist, and make recommendations for the elimination of same.

ARTICLE XIV
Promotion, Layoff, Transfer, Seniority

14.1. A vacancy or new position shall be filled in the following manner:

14.1.1. The Town shall post all open positions on employee bulletin boards for a period of seven working days. The posted position shall contain the following:

Title of Job	Job Location
Salary Range	Closing Date of Application
Minimum qualifications	Job Description

14.1.2. Filling of positions will be by selection from among the qualified candidates on the basis of capacity for the position, experience, ability to perform job tasks, and other criteria appropriate for the position to be filled.

14.1.3. In the event that two (2) or more applicants for any position appear to be equally qualified, preference shall be given to the Town employee for promotion over the applicant who is not already a Town employee.

14.1.4. When any two Town employees are equally well qualified for promotion to any position, preference shall be given to the employee with the greater seniority.

14.1.5. Promotions made where the employee has less than five years of continuous employment with the Town of Exeter shall be subject to a twelve (12) month probationary period. If continuous employment has been for five years or longer, the probationary period shall be for a period of six (6) months.

14.2. Permanent employees who are promoted and who fail the probationary period shall be returned to the same or comparable position from which they were promoted.

14.3. The employer shall give written notice to the employee affected by any proposed lay-off and the reasons therefore, at least fourteen (14) calendar days before the

effective date thereof unless circumstances beyond the control of the employer prevent this length of notice.

14.4. Seniority shall be the length of continuous service with the Town from the date of hiring, and shall be calculated on the basis of years, months, and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into Town service. Should the break in service be due to a reduction in force, prior seniority will be retained upon re-entrance into the Town service. Leaves of absence shall not be considered as breaks in service.

14.5 Layoffs. The Town may layoff an employee in the service of the municipality by reason of shortage of work and/or funds, abolition of the position(s), other material changes in the organization, or for other like reasons. The Town shall give written notice to the employee of any proposed layoff and the reasons therefore two weeks before the effective date of the action. A copy of such notice shall be filed in the employee's personnel file.

Reasons for layoff- Any regular employee may be laid off whenever it is necessary to reduce the number of employees in any department because of shortage of work or funds abolition of the position(s), other material changes in the organization, or for other like reasons not related the work performance of any employee(s).

Order of Layoff- Regular employees shall be laid off in the inverse order of length of service within a position classification. Provided, however, employees appointed by the Town Manager may be laid off without regard to seniority under the following conditions:

A. The Department head shall submit to the Town Manager a written statement giving reasons why the employee should be retained due to performance. Said performance shall be evidenced by the employee's personnel file.

B. The Town may then decide to override the layoff of the less senior employee if the Town Manager objectively finds that the employee has significantly better performance as is objectively shown from the employee's personnel record.

C. The Town may only override the layoff of a less senior employee, if and only if, there another employee or employees with lower performance and who have seniority within two years of the employee being considered for override.

D. Under no circumstances shall a probationary employee be retained over a permanent employee.

ARTICLE XV
Benefits

15.1. **Medical Insurance**: Effective July 1, 2014, employees shall choose between the Matthew Thornton HMO Plan (MTB 20) or the Blue Choice 3-tier Point of Service (POS) Plan (BC3T20), the summaries of which are attached as Appendix C. The Town shall contribute eighty-eight (88%) percent of the premium for each of the above plans. The Town shall provide a prescription drug plan in which co-payments are Retail (30 days) $10/20/45 and Mail (90 days) $10/20/45.

15.1.1. **Dental Insurance**: Employees shall be provided with a dental plan for themselves and their dependents, for which the premiums shall be borne by the Town. The plan shall be Option 1B under the NHMA Health Insurance Delta Dental program.

15.1.2 **Drivers Licenses**: The actual cost of a newly required or newly required upgrade of a driver's licenses, required by the employer or any other legitimate authority, shall be borne by the employer.

15.2. **Personal Loss**:

15.2.1. Employees shall be reimbursed for the verified loss of or damage to personal clothing as a result of their official duties.

15.2.2. Employees shall be reimbursed for the verified loss of or damage to any other personal property as a result of their official duties, if it is personal property required by the department head. For purposes of this section, personal property shall not include money.

15.3. **Life Insurance**: Employees shall be provided, at no cost, with life insurance in the amount of twenty-five thousand dollars ($25,000.00).

15.4. **Worker's Compensation**: The Town of Exeter will provide a guaranteed salary for each full-time permanent employee who would be subject to loss of salary due to a job connected injury or disability. This guaranteed salary shall be at the weekly rate currently being paid to the employee at the time of the injury or disability. The Town will make up the difference between the rate paid by Workmen Compensation insurance and the employee's salary, for a period not to exceed 104 weeks. The Town will pay the employee his or her normal salary until such time as the employee receives his or her first insurance check concerning such disability. The employee shall reimburse the Town for the amount of the insurance paid during the period that the employee received full salary from the Town of Exeter.

15.5. The Parties recognize the responsibility of the Town to indemnify its employees from claims against them arising from the performance of their duties. The Parties further agree that the action of the 1980 Exeter Town Meeting, pursuant to RSA 31:105, 106 and 107 fulfill such responsibility.

ARTICLE XVI
Public Works, Town Offices, Parks and Recreation Department

16.1. Each unit employee shall be reimbursed for fifty (50%) percent of the course tuition for all courses approved by the Department Head and successfully completed (a grade B or better) up to a maximum of five hundred dollars ($500) per year within the limitation of the current year budget.

ARTICLE XVII
Discipline and Involuntary Separation

17.1. The Town shall not discharge or take other disciplinary action without just cause.

ARTICLE XVIII
Grievance Procedure

18.1. The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees, of any provision of this Agreement.

18.2. An employee is expected to discuss any grievance initially with his or her immediate supervisor. A written grievance must be filed with the department head within fourteen (14) calendar days of the alleged violation or of the grievant's first knowledge thereof.

18.3. The department head shall meet with the grievant and union representative to provide a written reply within fourteen (14) calendar days.

18.4. Any appeal from that reply shall be in writing to the Town Manager within fourteen (14) calendar days of receipt of the department head's answer.

18.5. The Town Manager shall meet with the grievant and union representative and provide a written reply within fourteen (14) calendar days.

18.6. If the union wishes to appeal the grievance to arbitration, it shall so advise the Town Manager within fourteen (14) calendar days. If the Parties are unable to agree upon an arbitrator, the union shall submit the case to the New Hampshire Public Employee Labor Relations Board for the selection of an arbitrator.

18.7. The decision of the arbitrator shall be advisory only. The parties shall share the costs of the arbitrator's services and expenses equally.

18.8. The Board of Selectmen shall meet within fourteen (14) calendar days of receipt of the arbitrator's award to approve, modify, or reject it, and shall so notify the grievant and the Association. Said decision shall be final.

18.9. Failure by the grievant or the union to meet the appeal time limits will constitute acceptance of the last answer. Failure of the employer to meet such time limits will be treated as a denial thus permitting appeal to the next step.

18.10. Any time limits herein may be extended by mutual agreement.

18.11. Should any filing or response date fall on a Saturday, Sunday or holiday, the date for performance shall fall on the next working day. "Working days" shall mean Monday through Friday excluding holidays designated in 9.1.

18.12. Effective December 31, 2010, for grievances arising after December 31, 2010, except for disciplinary grievances, which shall continue to be subject to advisory arbitration. Binding arbitration awards shall be subject to RSA 542.

ARTICLE XXI
Separability

19.1. In the event that any provision of this Agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XX
Notices

20.1. Whenever a written legal notice is required to be given by the Town to the Association, such notice shall be given to the state organization of the State Employees' Association of New Hampshire, Inc., with offices in Concord, New Hampshire.

20.2. Whenever written legal notice is required to be given by the Association to the Town, such notice shall be given to the Exeter Board of Selectmen.

ARTICLE XXI
Duration and Re-Opening

21.1. This Agreement as executed by the parties shall remain in full force and effect ending at 11:59 p.m. on December 31, 2016 or until replaced by a successor agreement.

21.2. Renegotiations of this Agreement will be effected by written notification by one Party as required by 273-A, as amended. Negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this Agreement on this 7th of July, 2016.

FOR THE TOWN:

FOR THE ASSOCIATION:

APPENDIX A

Proposed Wage Schedule for 2014 - Effective July 1, 2014 (see section 10.1.1 of Agreement)

	Position Title	Step Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Max
2	Laborer	14.53	14.86	15.19	15.53	15.87	16.23	16.59	16.96	17.34	17.72	18.12	18.52	18.94	19.36
3	Heavy Truck Driver	16.50	16.87	17.25	17.63	18.03	18.43	18.84	19.26	19.69	20.13	20.58	21.04	21.50	21.98
4	Heavy Equipment Operator	18.67	19.08	19.51	19.94	20.39	20.84	21.31	21.78	22.27	22.77	23.27	23.79	24.32	24.86
5	Equipment Mechanic	18.89	19.31	19.74	20.18	20.63	21.09	21.56	22.04	22.53	23.04	23.55	24.08	24.61	25.16
5	Highway/Parks/W/S Foreman	18.89	19.31	19.74	20.18	20.63	21.09	21.56	22.04	22.53	23.04	23.55	24.08	24.61	25.16
6	Water/Wastewater Operator	19.43	19.86	20.31	20.76	21.22	21.70	22.18	22.67	23.18	23.70	24.22	24.76	25.32	25.88
6	Carpenter	19.43	19.86	20.31	20.76	21.22	21.70	22.18	22.67	23.18	23.70	24.22	24.76	25.32	25.88
6	Electrician	19.43	19.86	20.31	20.76	21.22	21.70	22.18	22.67	23.18	23.70	24.22	24.76	25.32	25.88
6	HVAC/Plumbing Tech	19.43	19.86	20.31	20.76	21.22	21.70	22.18	22.67	23.18	23.70	24.22	24.76	25.32	25.88
6	Maintenance Tech	19.43	19.86	20.31	20.76	21.22	21.70	22.18	22.67	23.18	23.70	24.22	24.76	25.32	25.88
7	General Foreman	21.45	21.93	22.42	22.92	23.43	23.96	24.49	25.04	25.59	26.17	26.75	27.35	27.95	28.58
7	Lead Mechanic	21.45	21.93	22.42	22.92	23.43	23.96	24.49	25.04	25.59	26.17	26.75	27.35	27.95	28.58
7	Water/Sewer Dist/Coll Tech	21.45	21.93	22.42	22.92	23.43	23.96	24.49	25.04	25.59	26.17	26.75	27.35	27.95	28.58
8	Water/Wastewater Senior Operator	23.79	24.32	24.86	25.41	25.98	26.56	27.15	27.76	28.38	29.01	29.66	30.32	30.99	31.68
8	W/S Utility Foreman	23.79	24.32	24.86	25.41	25.98	26.56	27.15	27.76	28.38	29.01	29.66	30.32	30.99	31.68
2	Assessing Clerk	17.34	17.73	18.12	18.53	18.94	19.36	19.80	20.24	20.69	21.15	21.62	22.10	22.60	23.10
2	Accounting Clerk	17.34	17.73	18.12	18.53	18.94	19.36	19.80	20.24	20.69	21.15	21.62	22.10	22.60	23.10
2	Deputy Town Clerk	17.34	17.73	18.12	18.53	18.94	19.36	19.80	20.24	20.69	21.15	21.62	22.10	22.60	23.10
1	Assistant Town Clerk	16.93	17.31	17.69	18.09	18.49	18.90	19.32	19.75	20.19	20.65	21.11	21.58	22.06	22.55
1	Collections Specialist	16.93	17.31	17.69	18.09	18.49	18.90	19.32	19.75	20.19	20.65	21.11	21.58	22.06	22.55
1	Secretary	16.93	17.31	17.69	18.09	18.49	18.90	19.32	19.75	20.19	20.65	21.11	21.58	22.06	22.55

Rates reflected as hourly rates

Part time positions not included in bargaining unit

APPENDIX B

Proposed Wage Schedule for 2015 - Effective July 1, 2015 (see section 10.1.1 of Agreement)

	Position Title	Min	1	2	3	4	5	6	7	8	9	10	11	12	Max
2	Laborer	14.75	15.08	15.42	15.76	16.11	16.47	16.84	17.21	17.60	17.99	18.39	18.80	19.22	19.65
3	Heavy Truck Driver	16.75	17.13	17.51	17.90	18.30	18.70	19.12	19.55	19.98	20.43	20.89	21.35	21.83	22.31
4	Heavy Equipment Operator	18.95	19.37	19.80	20.24	20.69	21.16	21.63	22.11	22.60	23.11	23.62	24.15	24.69	25.24
5	Equipment Mechanic	19.17	19.60	20.04	20.48	20.94	21.41	21.89	22.37	22.87	23.38	23.90	24.44	24.98	25.54
5	Highway/Parks/W/S Foreman	19.17	19.60	20.04	20.48	20.94	21.41	21.89	22.37	22.87	23.38	23.90	24.44	24.98	25.54
6	Water/Wastewater Operator	19.72	20.16	20.61	21.07	21.54	22.02	22.51	23.01	23.53	24.05	24.59	25.14	25.70	26.27
6	Carpenter	19.72	20.16	20.61	21.07	21.54	22.02	22.51	23.01	23.53	24.05	24.59	25.14	25.70	26.27
6	Electrician	19.72	20.16	20.61	21.07	21.54	22.02	22.51	23.01	23.53	24.05	24.59	25.14	25.70	26.27
6	HVAC/Plumbing Tech	19.72	20.16	20.61	21.07	21.54	22.02	22.51	23.01	23.53	24.05	24.59	25.14	25.70	26.27
6	Maintenance Tech	19.72	20.16	20.61	21.07	21.54	22.02	22.51	23.01	23.53	24.05	24.59	25.14	25.70	26.27
7	General Foreman	21.78	22.26	22.76	23.27	23.78	24.31	24.86	25.41	25.98	26.56	27.15	27.76	28.37	29.01
7	Lead Mechanic	21.78	22.26	22.76	23.27	23.78	24.31	24.86	25.41	25.98	26.56	27.15	27.76	28.37	29.01
7	Water/Sewer Dist/Coll Tech	21.78	22.26	22.76	23.27	23.78	24.31	24.86	25.41	25.98	26.56	27.15	27.76	28.37	29.01
8	Water/Wastewater Senior Operator	24.14	24.68	25.23	25.79	26.37	26.96	27.56	28.17	28.80	29.44	30.10	30.77	31.46	32.16
8	W/S Utility Foreman	24.14	24.68	25.23	25.79	26.37	26.96	27.56	28.17	28.80	29.44	30.10	30.77	31.46	32.16
2	Assessing Clerk	17.60	17.99	18.40	18.81	19.23	19.65	20.09	20.54	21.00	21.47	21.95	22.43	22.93	23.45
2	Accounting Clerk	17.60	17.99	18.40	18.81	19.23	19.65	20.09	20.54	21.00	21.47	21.95	22.43	22.93	23.45
2	Deputy Town Clerk	17.60	17.99	18.40	18.81	19.23	19.65	20.09	20.54	21.00	21.47	21.95	22.43	22.93	23.45
1	Assistant Town Clerk	17.18	17.57	17.96	18.36	18.77	19.19	19.61	20.05	20.50	20.95	21.42	21.90	22.39	22.89
1	Collections Specialist	17.18	17.57	17.96	18.36	18.77	19.19	19.61	20.05	20.50	20.95	21.42	21.90	22.39	22.89
1	Secretary	17.18	17.57	17.96	18.36	18.77	19.19	19.61	20.05	20.50	20.95	21.42	21.90	22.39	22.89
	Rates reflected as hourly rates														
	Part time positions not included in bargaining unit														

Coverage Outline	Option 1 *When Your PCP provides or refers Your care*	Option 2 *When You seek care directly from a BlueChoice provider*	Option 3* *When You seek care from any out-of-network provider*
	YOUR COST		
Medical/Surgical Care			
I. Inpatient Services			
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)	You pay $0	Standard Coinsurance	Standard Deductible and Coinsurance, plus any balances
In a Skilled Nursing Facility (Facility charges)			
In a Physical Rehabilitation Facility (Facility charges)			
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests)			
II. Outpatient Services			
Preventive Care			
Preventive Care and screenings as required by law including, but not limited to: -Immunizations for babies, children, and adults (including travel and rabies immunizations) -Cancer screenings such as; Mammograms, pap smears, prostatic specific antigen (PSA) screening, routine colonoscopy and sigmoidoscopy -Routine physical exams for babies, children and adults (including one annual gynecological exam) -Lead screening -Outpatient office contraceptive services -Nutrition counseling -Routine vision exams - One exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older.† -Routine hearing exams - One exam each year for Members 18 years old and younger.†	You pay $0	You pay $0	Standard Deductible and Coinsurance, plus any balances
Medical/Surgical Care in a Physician's Office or Walk-In Center or furnished by an Independent Ambulatory Surgical Center, Independent Infusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider			
Medical exams, consultations, anesthesia, medical treatments, and Network Provider services at a Network Walk-In Center	Visit Copayment or Specialty Visit Copayment	Visit Copayment or Specialty Visit Copayment	Standard Deductible and Coinsurance, plus any balances
Injections (including allergy injections)	You Pay $0	You Pay $0	
Office surgery			
Laboratory tests (including allergy testing)			
X-ray tests (including ultrasound)			
MRA, MRI, PET, SPECT, CT Scan, CTA, chemotherapy, medical supplies and drugs		Standard Coinsurance	
Maternity care (prenatal and postpartum visits) Please see your Subscriber Certificate for information about total maternity care.	You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is indicated above under "Inpatient Services" or below under "Outpatient Facility Care."		

* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Option 3 Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require preauthorization precertification from Anthem. Please refer to Your Subscriber Certificate for details.

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

Option 2 Benefits are not available for Behavioral Health care.	Option 1 *When You obtain care from a Network Provider*	Option 3* *When You obtain care from any Eligible Mental Health or Substance Abuse Provider*
	YOUR COST	
V. Behavioral Health Care (Mental Health and Substance Abuse Care)		
Outpatient/Office Visits		
Mental Health Visits: Unlimited Medically Necessary visits **Substance Abuse Visits:** Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)	Visit Copayment or Specialty Visit Copayment	Standard Deductible and Coinsurance, plus any balances
Partial Hospitalization and Intensive Outpatient Treatment Programs		
Mental Disorders: Unlimited Medically Necessary care **Substance Abuse Conditions:** Unlimited Medically Necessary care for rehabilitation and detoxification	You Pay $0	Standard Deductible and Coinsurance, plus any balances
Inpatient Care		
Mental Disorders: Unlimited Medically Necessary Inpatient days **Substance Abuse Conditions:** • Medical detoxification days - Unlimited Medically Necessary Inpatient days • Substance abuse rehabilitation – Unlimited Medically Necessary Inpatient days	You Pay $0	Standard Deductible and Coinsurance, plus any balances
Scheduled Ambulance Transport Limited to Medically Necessary transport from one facility to another	You Pay $0	
VI. Prescription Eyewear		
Benefits are limited to a maximum of $40 per Member, every two calendar years. Please refer to Your Prescription Eyewear Rider for more information.		

* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Option 3 Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require preauthorization/precertification from Anthem. Please refer to Your Subscriber Certificate for details.

Coverage Outline	YOUR COST
Medical/Surgical Care	
I. Inpatient Services	
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)	You pay $0
In a Skilled Nursing Facility (Facility charges) Up to 100 Inpatient days per Member, per year	
In a Physical Rehabilitation Facility (Facility charges) Up to 100 Inpatient days per Member, per year	
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests) For Skilled Nursing or Physical Rehabilitation Facility admissions: limited to the number of Inpatient days stated above.	
II. Outpatient Services	
Preventive Care	
Preventive Care and screenings as required by law including, but not limited to: -Immunizations for babies, children and adults (including travel and rabies immunizations) -Cancer screenings such as; Mammograms, pap smears, prostatic specific antigen (PSA) screening, routine colonoscopy and sigmoidoscopy -Routine physical exams for babies, children and adults (including one annual gynecological exam) -Lead screening -Outpatient/office contraceptive services -Nutrition counseling -Routine vision exams - One exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older. -Routine hearing exams - One exam each year for Members 18 years old and younger.	You pay $0
Medical/Surgical Care in a Physician's Office or Walk-In Center or furnished by an Independent Ambulatory Surgical Center, Independent Infusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider	
Medical exams, consultations, anesthesia, medical treatments, and Network Provider services at a Network Walk-In Center	Visit Copayment or Specialty Visit Copayment
Injections (including allergy injections)	You pay $0
Office surgery	
Laboratory tests (including allergy testing)	
X-ray tests (including ultrasound)	
MRA, MRI, PET, SPECT, CT Scan, CTA, Chemotherapy, medical supplies and drugs	
Maternity care (prenatal and postpartum visits) Please see Your Subscriber Certificate for information about total maternity care.	You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care" (below).

	YOUR COST
V. Behavioral Health Care (Mental Health and Substance Abuse Care)	
Outpatient/Office Visits	
Mental Health Visits: Unlimited Medically Necessary visits **Substance Abuse Visits:** Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)	Visit Copayment or Specialty Visit Copayment
Partial Hospitalization and Intensive Outpatient Treatment Programs	
Mental Disorders: Unlimited Medically Necessary care **Substance Abuse Conditions:** Unlimited Medically Necessary care for rehabilitation and detoxification	You pay $0
Inpatient Care	
Mental Disorders: Unlimited Medically Necessary inpatient days **Substance Abuse Conditions:** • Medical detoxification days – Unlimited Medically Necessary Inpatient days • Substance abuse rehabilitation – Unlimited Medically Necessary Inpatient days	You pay $0
Scheduled Ambulance Transport Limited to Medically Necessary transport from one facility to another	
VI. Prescription Eyewear	
Benefits are limited to a maximum of $40 per Member, per year. Please refer to your Prescription Eyewear Rider for more information.	