

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF SALEM, NEW HAMPSHIRE

AND THE

SALEM ADMINISTRATIVE AND TECHNICAL
EMPLOYEES,

CHAPTER 7,
STATE EMPLOYEES' ASSOCIATION OF
NEW HAMPSHIRE, INC.

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1984
CTW, CLC

April 1, 2022 to March 31, 2027

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PREAMBLE

This Contract is jointly executed and entered into by the State Employees' Association of New Hampshire, Inc., Local 1984 of the Service Employees International Union, CTW, CLC, (hereinafter "Union") and the Town of Salem, New Hampshire, (hereinafter "Town"), who shall jointly be referred to as "the Parties."

ARTICLE I **Recognition**

- 1.1 The Town recognizes the Union as the bargaining representative within the context of RSA 273-A, as amended, for all regular full time and regular part-time permanent employees in positions in the bargaining unit, as described in the certification issued by the New Hampshire Public Employees Labor Relations Board. Employees holding temporary positions are excluded from the bargaining unit. The bargaining unit consists of the following positions:

Access Program Manager Channel 17
Administrative Assistant
Administrative Secretary
Assistant Planner
Clerk II
Clerk III
Clerk IV
Community Development Program Manager
Government Program Manager Channel 23
GIS Program Manager/Planning Coordinator
Inspectors
Payroll Coordinator
Production Assistant SCTV
Purchasing Agent
Senior Services Coordinator
Support Services Clerk
Support Services Supervisor

- 1.2 Newly hired employees serve a probationary period of six (6) months. This Contract does not apply to employees during their probationary period. The Town has the right to terminate any probationary employee, for any reason and neither the employee nor the union may make such discharge the subject matter of the grievance and arbitration provisions of this agreement.

ARTICLE II
Management Rights

- 2.1 The Board of Selectmen, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable law, to direct and manage all prudential activities of the Town.

The Parties understand that neither the Board nor the Town Manager may lawfully delegate powers, discretions and authorities which by law are vested in them, and this Contract shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities.

ARTICLE III
Employee Rights

- 3.1 There will be no discrimination against unit employees because of race, sex, color, sexual orientation, gender identity, religion, national origin, political affiliation, age, disability or handicap, marital status, or membership in or activity on behalf of the Union.

- 3.2 The Parties recognize the right of all unit employees to exercise the rights granted to them by RSA 273-A.

3.3 Dues Deduction:

- 3.3.1 Union members shall have the right to have Union dues deducted from their regular pay checks.

- 3.3.2 The Town shall transmit monthly to the Treasurer of the State Employees' Association of N.H., the dues deducted during the past month together with a list of the employees who has dues deducted and the date of such dues deductions.

- 3.3.3 The Union will provide a signed dues deduction authorization to the Town from each member of the Union.

- 3.3.4 In the event that an employee's check is insufficient to deduct dues after all other required deductions have been made, then no dues will be deducted or paid to the Union for that week.

- 3.3.5 The Union agrees to indemnify and save harmless the Town for any actions the Town may take or fail to take in connection with dues deduction.

- 3.3.6 The Union agrees to notify the Town in writing of the amount of the dues to be deducted from each employee, and notify the Town one month in advance of any change in the amount to be deducted.

- 3.4 Each member of the bargaining unit who, on the effective date of this Contract, is a member of the Union and each employee who becomes a member of the bargaining unit and the Union after that date, shall continue their membership in the Union during the duration of the Contract; provided, however, that an employee may at their discretion and in writing, withdraw their membership from the Union anytime during the two week period

commencing with the execution of the Agreement. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the Town harmless in any such dispute.

- 3.5 All bargaining unit employees covered by this Agreement shall be required to pay membership dues or an agency fee to the Union in such respective amounts as may be determined by the Union. The decision to pay membership dues or an agency fee shall be made by each employee within the bargaining unit within thirty (30) calendar days of the end of an employee's probationary period. Failure of any bargaining unit employee to make such decision shall result in the automatic payroll deduction of the agency fee effective the first pay period following the employee's thirtieth (30th) day of ending his or her probationary period.
- 3.6 The Town shall provide reasonable space on bulletin boards in non-public areas of each work place for the exclusive use of the Union in communicating with employees in the bargaining unit.
- 3.7 The Town shall, upon request, furnish to the Union an alphabetical listing of the names and addresses of the employees in the bargaining unit along with their job title. The Union agrees to limit such requests to not more than twice per year.
- 3.8 The Union, or committees of the Union, shall be allowed to use the facilities of the Town for meetings when such facilities are available, outside of normal working hours, and with the permission of the Town Manager.
- 3.9 Staff representatives of the Union shall 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.
- 3.10 The Town shall provide a copy of the Personnel Plan and a copy of this Contract to each employee at the time that such employee is hired into a bargaining unit position. The Town shall notify the Association of new hires in the bargaining unit within five (5) business days of the new employee's effective date, and must provide the Association with the opportunity to meet with the new employee to provide orientation. The Association shall provide a copy of this Contract to each employee in the bargaining unit within two weeks of its effective date.

ARTICLE IV **Union Representative**

- 4.1 The Town shall recognize the Steward duly authorized by the Union. The function of the Steward shall be to investigate process and settle grievances related to the enforcement of this Contract. The Union shall provide the Town with a notice designating the Steward and keep such notice current.
- 4.2 The Town shall authorize a reasonable amount of time during work hours without loss of time or pay to permit the Steward to carry out the aforesaid responsibilities. The Steward shall, prior to taking such time off, advise the Department Head or their designee.

- 4.3 The Town agrees to authorize up to three (3) days in each calendar year, without loss of time or pay, for the Steward, local officers, or other appropriate Union members, to attend Union training seminars and programs. The Union shall notify the Town as soon as possible in advance of the use of time under this section.
- 4.4 The parties agree that the Union negotiating team will be limited to not more than three (3) bargaining unit representatives.

ARTICLE V

Consultation

- 5.1 In the interest of fostering on-going communications, the Union Steward shall meet with the Town Manager, or their designee, at least once every three (3) months to discuss matters of mutual concern, including those matters necessary to the implementation of this Contract. A written agenda shall be submitted by both sides no less than five (5) calendar days before the scheduled date of the meeting. Additional matters of discussion may be placed on the agenda and such meetings shall be held on a more frequent basis if mutually agreed.

ARTICLE VI

Grievance Procedure

- 6.1 **Definition:** A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Contract.
- 6.2 A grievance, to be considered under this procedure, must be initiated in writing by the employee within fifteen (15) working days of its occurrence or from the time the employee knew or should have known of its occurrence.
- 6.3 Failure by the Town or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered. However, nothing in this section shall prevent the parties from mutually agreeing to time extensions at any time during the grievance/arbitration process or in regard to any other deadlines concerning this agreement.
- 6.4 No reprisals of any kind will be taken by the Town or Union against any party in interest or other participant in the grievance procedure.
- 6.5 **Procedure:**
- 6.5.1 **Step 1:** Any employee covered by this Contract who has a grievance shall first discuss it with his immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within ten (10) working days.

An individual employee may present an oral grievance to their employer without the intervention of the exclusive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of an existing Contract between the parties.

6.5.2 **Step 2:** If the employee is not satisfied with the decision, they may appeal the decision to the Department Head within fifteen (15) working days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- a. The nature of the grievance, i.e., the specific provisions of the Contract which have been violated or misinterpreted or misapplied.
- b. The injury and the loss which is claimed, i.e., the specific loss to the employee in pay or benefits.
- c. The remedies sought.
- d. Date of the alleged violation or misapplication.

The Department Head shall investigate the matter and communicate a decision in writing to the grievant within ten (10) working days from receipt of the written grievance.

6.5.3 **Step 3:** If the employee is not satisfied with the decision, they may appeal the grievance to the Town Manager in writing within fifteen (15) working days after receipt of the Department Head's decision. The Town Manager shall hold a hearing on the grievance within fifteen (15) working days of the written appeal and render a decision in writing within twenty (20) working days after the hearing.

6.5.4 **Step 4:** If the decision of the Town Manager does not resolve the grievance, the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing the Union notifies the Town Manager of such request within ten (10) working days of receipt by the Union of the Town Manager's decision. The following procedure shall be used to secure the services of an arbitrator.

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date the request for arbitration was received by the Town Manager, the American Arbitration Association will be notified by either or both parties and requested to designate an Arbitrator under its rules.
- b. Neither the Town nor the Union will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.
- c. The Arbitrator shall limit themselves to the issues submitted to the arbitrator and shall consider nothing else. The arbitrator shall be bound by and must comply with all of the terms of this Contract. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this contract. The arbitrator may award a "make whole recommendation," but may apply no penalty payments.
- d. The Town Manager, the aggrieved, and the Union shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the

completion of the arbitrator's hearing, or within thirty (30) days of the date closing briefs are due, whichever date shall be later.

- e. The decision of the arbitrator shall be final and binding on the parties.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne by the losing party. For the purposes of this provision, the arbitrator must designate the losing party. The cost of the hearing room shall be borne equally by the Town and the Association. Any other expenses shall be paid by the party incurring same.

The exception to this provision shall be with respect to arbitrations that result from grievances concerning adverse performance evaluations. The cost of any arbitration that was initiated due to such adverse performance evaluations, and all related expenses as set forth above, shall be borne equally by both parties and the arbitrator shall not be required to declare a losing party.

ARTICLE VII

Health & Safety

- 7.1 The Town Manager, or designee, shall have the right to make regulations regarding the health and safety of employees during their hours of work.
- 7.2 A seven (7) member Safety Committee shall meet at least once every ninety (90) day period to address safety-related issues. The Committee shall be comprised as follows:
 - a. The Town Manager or their designee
 - b. Three (3) members named by the Town Manager
 - c. Three (3) members named by the Union President
- 7.3 Employees agree to exercise proper care and to be responsible for all Town property issued or entrusted to them.
- 7.4 If the Town requires special safety clothing, it will be provided to those employees required to wear such clothing. The Town shall provide special safety clothing and equipment of acceptable quality. Basic equipment shall include, but is not limited to hats/helmets, eye protection, gloves, and appropriate outerwear.
- 7.5 In the event clothing is issued, employees issued such clothing will be responsible for normal maintenance and cleaning of such clothing.

ARTICLE VIII
Hours of Work

- 8.1 Unit employees shall have two (2) fifteen (15) minute breaks reasonably spaced during each workday, as well as either a thirty (30) minute or (1) hour lunch, as approved by the employee's immediate supervisor and in accordance with Article 2.1 of this agreement.

ARTICLE IX
Compensation

- 9.1 All bargaining unit employees shall be paid in accordance with the wage schedules set forth in Appendix A.

- 9.1.1 Effective April 1, 2022 the salary schedule for all bargaining unit employees shall transfer to a new matrix and be updated as follows:

Job grades and steps shall be labeled as they were before.

Employees will progress to Step "D" after completing one year of employment at Step "C"

Step "D" shall be at least 3.5 % greater than Step "C"

Employees will progress to Step "E" upon ten (10) years of employment, and it shall be at least 3.5% greater than Step "D"

Employees will progress to Step "F" upon fifteen (15) years of employment, after completing one year of employment at Step "E".

Step "F" shall be at least four percent (4.0%) greater than Step "E"

In cases when an employee with ten (10) or more years is promoted or reclassified to a higher grade but lower step, he/she shall proceed through each step annually.

- 9.1.2 Effective April 1, 2022, all salary grades and steps shall be increased by two and one half percent (2.5%).
- 9.1.3 Effective April 1, 2023, all salary grades and steps shall be increased by two and one-half percent (2.5.%)
- 9.1.4 Effective April 1, 2024, all salary grades and steps shall be increased by two and one-half percent (2.5.%)
- 9.1.5 Effective April 1, 2025, all salary grades and steps shall be increased by two and one-half percent (2.5.%)
- 9.1.6 Effective April 1, 2026, all salary grades and steps shall be increased by two and one-half percent (2.5.%)

9.2 In cases where an employee is assigned to perform the duties and responsibilities of a higher paying classification, the employee shall be paid at the lowest step of the pay grade for the higher paying classification which represents at least a five percent (5%) increase in their rate of pay, for all hours worked at the higher rate. For situations where SEA bargaining unit members perform in temporary roles or positions that constitute work outside of the bargaining unit, said employee(s) shall receive a 12% wage increase from their regular rate of pay for all hours worked at the higher rate. Any employee assigned to perform work at a higher labor grade in accordance with Article 9.2 shall receive the higher rate of pay beginning with the 1st-hour of performing the work. The determination as to whether or not an employee is actually performing the work of a different position shall be determined by the employee's supervisor or by Human Resources. Said determination shall be subject to a grievance on the grounds that the employee was in fact performing the higher-level work.

- a. The language of 9.2 above shall not apply in cases of momentary coverage of a co-worker during the normal course of a day. Instances of such non-applicable momentary coverage include, but are not limited to breaks, lunches, brief absences for attending appointments and the like.

9.3 Bargaining unit employees shall advance one step along their pay grade each year on their anniversary date until they reach the maximum step on such grade.

- a. The Town may withhold a step increase from a bargaining unit employee only in those instances where the bargaining unit employee has received a performance evaluation from their supervisor that assesses the employee's overall performance as being unsatisfactory;
 - 1. In any instance where a step increase is withheld, the Town shall be responsible to identify those areas of performance that must be improved in order for the employee to achieve a "satisfactory" grade;
 - 2. In any instance where a step increase is withheld, the Town shall be responsible for evaluating the employee no later than six (6) months from the date of the performance evaluation to review the employee's progress towards the benchmarks established in subsection "b", above.
 - 3. At the time the employee's overall performance is judged as being satisfactory, then the Town shall grant the bargaining unit member the previously-withheld step increase.
- b. Any performance evaluation that results in a step being withheld from a bargaining unit employee shall be subject to the grievance and arbitration procedure. The cost of any arbitration that shall result from such a grievance shall be borne equally by the parties to this Agreement.

9.4 Reclassifications

9.4.1 Employees have the right to request position upgrades or reclassification from their labor grade. Such requests will be presented to the reclassification committee for discussion. The employee will meet with the panel and explain the request. If the

panel agrees the panel will make the recommendation to the Town Manager for final approval. If approved the reclassification will be effective April 1st the following year subject to budgetary approval by the voters.

A reclassification can be requested for the following reasons:

- Substantial increase in new job duties;
- Substantial need for new training due to increased responsibility (not software related);
- Significant increase in responsibilities (for example required to supervisor others)

Substantial is defined as a significant portion (more than 50%) of the employee's time is spent on the new job duties.

Reasons for reclassification do not include the following factors including job performance, longevity, speed, retention, financial need, dedication, taking initiative personality, or projected projects. Doing more of the same/similar type of work or tasks does not warrant a reclassification request.

Process:

1. The employee requesting a reclassification must submit a request to HR before June 1.
2. The request must include the following:
 - Existing job description.
 - A detailed list of additional job duties and responsibilities.
 - Specific SEA higher classification used for comparison.
 - Specific training needed.
3. The employee presents the information to the Reclassification Committee.

Reclassification Committee

Panel-Finance Director/Assistant Finance Director, Human Resources Representative, 1 SEA Officer (SEA appoints), 1 SEA member (at a higher classification than the Town appoints), and 1 Department Head /Supervisor (from a different building than the SEA member requesting the reclassification).

This provision, 9.4.1, will revert to the previous language at the end of this agreement.

- 9.4.2 Any employee who receives a reclassification to a higher labor grade shall be placed on the step reflecting a minimum of a 4% increase in compensation.

ARTICLE X
Overtime

- 10.1 For purposes of overtime computation, the regular work week for full time employees shall be thirty-seven and one-half (37½) hours. Employees who work overtime (any hours beyond either the 37.5 hours per week or 40 hours per week as stated above) **may** receive compensatory time off at the time and one-half rate. Use of compensatory time shall be by mutual agreement of the employee and the Town, and employees will cooperate with Department Heads in planning the use of compensatory time in an effort to keep accrued compensatory time at reasonable levels.

Employees who work overtime and do not receive compensatory time off shall be paid at a rate of time and one half for all overtime hours worked.

- 10.1.1 If an employee has forty (40) or more hours of accrued compensatory time, they may require monetary payment for additional overtime on a case-by-case basis at a rate of time and one-half.

- 10.2 All time during which an employee is on pay status, as well as time out of work due to a work related illness or injury, shall be considered time worked for the purposes of computing overtime.

- 10.3 The Town shall give as much notice as practicable when overtime will be worked.

10.4

a. Any employee who is unexpectedly called back to his/her place of work or alternate worksite after his/her workday has ended shall receive a minimum of four and one half (4.5) hours of compensatory time off.

b. Any employee who has to perform work after his/her workday has ended, but who does not have to return to his/her place of work or alternate worksite, shall be paid for all time actually worked in accordance with Article 10.1 above.

- 10.5 Upon termination of service for any reason, employees who have accrued compensatory time shall be paid for such compensatory time as follows.

a. For employees who work less than a forty hour basic work week, payment for accrued compensatory time shall be at the regular straight time rate for all such overtime hours which are less than forty in a given work week. Payment for compensatory time accrued for overtime hours in excess of forty (40) hours in a given work week shall be at the time-and one-half-rate.

b. For employees who work a forty hour basic work week, payment for accrued compensatory time shall be at the time-and-one-half rate.

- 10.6 Subject to availability of funds in the budget, the Town may buyback compensatory time from employees in the following manner:

- a) On or before November 15th of each year, the Employer will provide notice to all employees that it intends to buyback compensatory time off from employees whose compensatory time off balances are in excess of an amount to be designated by the Employer annually. This shall not apply to employees who compensatory time off balances are less than thirty (30) hours.
- b) Employees whose compensatory time off balances exceed the amount designation in (a) above may utilize the excess amount of compensatory time off by December 15th, or the Town will issue payment for the excess.

ARTICLE XI

Insurance Benefits

11.1.1. Health Insurance

The Town will offer the following Health Insurance options:

The Plan design shall be a part of this agreement as attached in Appendix D. Plan design changes will go into effect as negotiated and upon amendment of appendix D.

Employee Cost Shares are as follows for all employee Union members:

HSA Plan* (with deductible)	9%
High Deductible Plan (with deductible)	5%

*HSA Plan Details

The HSA Plan includes a Town contribution to a Health Savings Account for employee enrollees as follows:

Single Plan: \$2,500 deductible/ \$1875.00/annually on effective date of plan funded by the Town

2-Person Plan: \$5000 deductible/ \$3750.00/annually on effective date of plan funded by the Town

Family Plan: \$5000 deductible \$3750.00/annually on effective date of plan funded by the Town

Employees who become eligible for the health plan during the calendar year will receive the full HSA contribution from the Town and will be responsible for the full deductible.

The HSA accounts will be established in accordance with IRS regulations at a bank of the Town's choosing. HSA funds belong to the employee, are for the sole use of the employee and employee's eligible dependents and are retained by the employee upon separation from employment.

Retirees opting for the HSA plan will not receive an HSA contribution from the Town but are free to establish an HSA independently.

***As of January 1, 2017, HMO plan is grandfathered. This means that only those employees enrolled in these plans as of January 1, 2017 may remain on the plans or select the plans during open enrollment. If no employees select these plans during a calendar year, the Town may*

discontinue the plan(s) for the following calendar year.

11.1.2. Wellness Benefits

Employees and retirees enrolled in the Town's Plans may participate in Wellness Incentive programs. The wellness incentive is up to \$300 per adult on HMO plans, and \$400 per adult on the HSA plan.

11.1.3. Retiree Benefits

Members of the Union who have retired may remain members of the Town's health plan but must pay the entire cost of the premium themselves.

11.1.4. Opt-Out Stipend

Any employee eligible for health insurance coverage who is not otherwise covered by a Town employee who provides proof of other health insurance coverage shall receive an annual payment for non-participation in the health insurance program offered by the Town, as follows:

- Commencing April 1, 2015 - \$4,000

The annual payment shall be paid in weekly increments to the employee. The employee may resume coverage based upon a qualifying event or during open enrollment.

11.1.5. Termination of Services with Town

Upon involuntary separation from employment with the Town of Salem for the reasons of layoff or non-disciplinary termination for medical purposes, the Town shall provide ninety (90) days of health insurance in accordance with the other requirements stated herein.

- 11.2 The Town shall provide Northeast Delta Dental Insurance Plan A, B, C, D as is presently being provided (or equivalent) for employees and their dependents. For each employee, the Town shall pay one hundred percent (100%) of the one-person premium, plus fifty percent (50%) of the difference between the one person premium and the two-person or three-or-more-person premium.
- 11.3 The Town shall select a carrier and provide employees with coverage for both short and long-term disability. The Town shall pay the entire cost of the premium. During a non-work-related disability, the employee must contribute to the New Hampshire Retirement System. The employee will make arrangements with Payroll and/or Human Resources for this contribution to be made. The Town will bring the employee's wages up to 70% of base wage (not including overtime pay or other incentives) while the employee is on Short-Term Disability. Employees on Long-Term Disability will be paid in accordance with the current policy (66 2/3% of base pay up to \$10,000 per month). Per the Disability Policy, eligible employees may have coverage up to social security retirement age.
- 11.4 The Town shall provide life insurance for employees at no cost to the employees. The benefit level shall be equal to one times the employee's annual base wage rounded to the

next highest thousand dollars and twice that amount in case of accidental death or dismemberment.

11.5 **Workers' Compensation:** The Town shall provide Workers' Compensation Insurance to employees.

11.5.1 The employee shall receive full pay for the first four (4) weeks of Workers' Compensation disability. During this time, the employee shall sign the Workers' Compensation check over to the Town.

11.5.2 From five (5) through fifty-two (52) weeks of disability the employee shall receive seventy-five percent (75%) of their gross base pay.

11.5.3 In the event that the employee is receiving a Workers' Compensation check, and that check is greater than seventy-five percent (75%) of gross base pay, the employee shall keep the entire check.

11.5.4 In the event that the Workers' Compensation check is less than seventy-five percent (75%) of gross base pay, the Town will issue a separate check of the difference between whatever is received and seventy-five percent (75%) of gross base pay. From this check, the town will make deductions approved by the employee.

11.5.5 The Town and the Workers' Compensation insurance carrier, retain the right to request updated medical information during the disability for which the Town or carrier is responsible to pay.

11.5.6 A Workers' Compensation claim, which results in lost time, must be supported by a doctor's statement outlining the nature of the disability, the prognosis for recovery, and the probable length of disability.

11.5.7 Prior to returning to work, the employee shall provide a doctor's statement clearing the employee to return to regular duties.

11.5.8 Employees shall not engage in alternate work while on a work-related absence.

11.5.9 Employees absent and covered by Workers' Compensation shall retain all benefits outlined in this Contract.

11.6 **Part Time Employee Benefits:**

11.6.1 Part time employees who work thirty (30) or more hours per week shall receive full benefits for:

- Dental Insurance
- Health Insurance
- Disability Insurance
- Life Insurance

Vacation, personal, holiday, floating holiday, and sick leave benefits shall be equal to full time employee benefits, but pro-rated at the part time employee's length of work day.

Part-time employees who work twenty (20) or more hours per week but less than thirty (30) hours per week, are not eligible for retirement, and are not eligible to receive disability, dental or life insurance benefits. If they elect to participate in the health insurance plan, they shall do so at their own expense.

Part time employees who work twenty (20) or more, but fewer than thirty (30) hours per week shall receive vacation, personal, Floating holiday, and holiday benefits equal to full time employee benefits, but pro-rated at the part time employee's length of work day.

11.7 Section 125:

The Town shall provide a procedure to allow employees to make payroll deductions on a pre-tax basis for health insurance and dental insurance premium contributions, allowable medical expenses and allowable dependent care expenses, as permitted by the Federal IRS Code Section

11.8 Flexible Spending and Dependent Care Accounts

The Town of Salem, NH will offer to employees working at least 30 hours per week (i.e. permanent part-time) the opportunity to set up a Flexible Spending Account (FSA) and/or a Dependent Care Account (DCA) as allowed under IRS Section 125. See Human Resources for details and to enroll. Employees enrolled in the HSA Health Plan are subject to IRS limitations on enrollment in a health care FSA account.

ARTICLE XII

Holidays

12.1 Employees shall receive the following holidays:

New Year's Day	Columbus Day
Civil Rights Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	½ Day Christmas Eve
Independence Day	Christmas Day
Labor Day	½ Day New Year's Eve

12.2 Employees required to work on a holiday shall be paid for the holiday and in addition shall receive compensatory time off at the overtime rate for all time worked. Use of compensatory time shall be by mutual agreement between the employee and the Town.

12.3 Employees shall forfeit holiday pay in the event the employee is absent without authorization on the last workday prior to the holiday or the first workday following the holiday.

12.4 In order to even out employee work loads at the Police Department and Fire Department, employees may be permitted to propose and work flexible holiday work schedules at the

discretion of the Department Head, which discretion may not be exercised in an arbitrary, capricious, or discriminatory manner.

ARTICLE XIII

Leave Benefits

13.1 Vacations:

- 13.1.1 Employees earn vacation leave on a monthly basis as outlined below. No employee shall be entitled to use vacation leave until completing six (6) months of service.

First through fifth years of service -
.833 days per month (10 days/yr)

Sixth through tenth years of service -
1.25 days per month (15 days/yr)

Eleventh and higher years of service -
1.66 days per month (20 days/yr)

However, for employees who have 15 or more years of service with the Town as of April 1, 2012, those employees shall continue to be eligible for the 25 days per year annual accrual rate after achieving 19 years of service.

- 13.1.2 Employees who have transferred into a bargaining unit position from a different (either bargaining unit or non-bargaining unit) position within the Town, shall be credited with previously accrued vacation leave, and shall be entitled to use all of their unbroken service with the Town in accruing vacation leave.
- 13.1.3 Vacation leave may not accrue above a maximum level of one and one-half (1½) times the employee's current annual accrual without prior approval.
- 13.1.4 Departmental seniority shall be used to resolve conflicts in vacation use, but the Town shall make every reasonable effort to allow employees to use vacation time as they wish, subject to reasonable staffing requirements.
- 13.1.5 Employees who work less than thirty (30) hours per week shall choose their vacations by length of service after full time employees have chosen their vacations.
- 13.1.6 Employees may receive vacation pay before leaving for vacation provided that notice is given at least two (2) weeks prior to the date of the payroll in which the vacation pay will be paid.
- 13.1.7 Employees with at least ten (10) but fewer than fifteen (15) years of service, may choose to sell back up to one (1) week of their accrued vacation leave each calendar year. Employees with greater than fifteen (15) years of service may choose to sell back up to two (2) weeks of their accrued vacation leave each calendar year. For the purposes of this provision, one (1) week of vacation shall be equal to one fifty-second (1/52) of an employee's annual salary.

13.2 Sick Leave:

- 13.2.1 The sick leave rate of monthly accrual shall be one (1) day per month for full time employees. The employee's sick leave balance shall be reduced by the actual time of the absence, rounded to the nearest quarter hour, when sick leave is used.

All part-time employees working fewer than 30 hours per week shall accrue sick leave at a rate of one day per month pro-rated at the part-time employee's length of work day, not to exceed their annual accrual with no buyout at separation.

- 13.2.2 Employees on sick leave compensation may not do part time or full-time work for another employer. A doctor's certificate may be required, at the discretion of the Department Head for reasonable cause, for any sick leave absence. A certificate from a doctor may be required for any absence in excess of three (3) successive workdays.

- 13.2.3 Effective April 1, 2017, the limit on sick leave accumulation shall be 60 days. Any employee with sick leave in excess of 60 days at that time shall be paid at the rate of one day for every day of sick leave earned that is in excess of the new 60-day maximum accrual limit. Said payment shall be processed by the first pay period in May 2017. Sick leave will be accumulated if not used, but the total accumulation shall not exceed sixty (60) days, except as provided in 13.2.5 below. Sick leave will not be allowed for any day on which an employee would not have otherwise worked. Employees who have transferred into the bargaining unit from another Town position shall be credited with previously accrued sick leave, which shall count toward the sixty (60) day maximum accumulation permitted.

- 13.2.4 An employee reaching the maximum earned sick leave credit of sixty (60) days shall be paid for all days in excess of 60 at the rate of one day for every day of sick days earned which, if credited, would be in excess of the sixty (60) day maximum accrual. Determination of this benefit will be made as of December 31 and will be paid prior to March 1 the following year.

13.3 Payout upon separation:

- a) All vacation leave shall be paid to employees upon their separation from service.
- b) Employees with seven (7) or more years of continuous service who voluntarily separate from service, or who are laid off, shall be paid for all unused sick leave at a rate of one day's pay for each day of sick leave in the employees balance.
- c) Employees hired prior to April 1, 2022, who are to be paid in accordance with (a)&(b) above shall not be paid for more than eighty-five (85) total days upon separation, even if their collective balances exceed that limit.
- d) Employees hired on or after April 1, 2022, who are to be paid in accordance with (a) &(b) above shall not be paid for more than seventy-five (75) total days upon separation, even if their collective balances exceed that limit.

- 13.3 **Personal Leave:** Employees shall have three (3) personal leave days for their use during each calendar year. Employees may use this leave at any time for personal reasons, but employees are expected to provide as much advance notice as possible given the circumstances. Personal leave requests will be made to the Department Head, or designee.
- 13.4 **Bereavement Leave:**
- 13.4.1 In case of death in the employee's immediate family, all employees may be granted leave of absence with pay, not to exceed three (3) days. Leave must be taken within seven (7) calendar days of death. "Immediate family" is defined as spouse, child or adopted child, brother or sister, brother or sister-in-law, parent or parent-in-law, son or daughter-in-law, grandparent, grandchild, aunt, uncle. A relative residing in the same household may, for the purpose of this section, be considered as part of the immediate family.
- 13.4.2 In extenuating circumstances, the Town Manager may extend the paid bereavement leave.
- 13.5 **Military Leave:**
- 13.5.1 Military leave of absence, without pay, shall be granted to any employee called to active duty with the State or Federal forces for a temporary tour of duty, other than the routine annual training period. Employees must submit their orders in order to be eligible for this benefit.
- 13.5.2 Military leave for annual training period shall be granted with pay. Earned vacation shall not be charged for such training period. Employees must submit their orders in order to be eligible for this benefit.
- 13.6 **Leaves of Absence:** Employees may, with the approval of the Town Manager, be granted a leave of absence of up to (6) months. Such leave shall be without pay or other benefits and shall not count as service to the Town, provided however, it shall count in determining the employee's seniority. The granting or refusal of such leave shall not be subject to the provisions of the grievance procedure.
- 13.7 **Jury Duty:** Upon verification of service, employees who perform jury duty in any court shall be paid their regular pay less jury pay. Earned vacation shall not be charged for such services.

ARTICLE XIV
Other Benefits

14.1 Travel:

14.1.1 Any unit employee who is required to use their personal vehicle for Town business shall be paid for all miles driven at the rate allowed for federal tax purposes.

14.1.2 Employees who are required to attend a business related meeting, conference, or convention shall be reimbursed the reasonable cost of meals, gratuities, lodging and tolls upon presentation of receipts. Meal allowances shall not exceed:

breakfast	- \$7.00
lunch	- \$8.00
dinner	- \$15.00

or such higher rates as may be approved by the Town.

14.2 Clothing and Uniforms:

14.2.1 Employees who are required to work outdoors in inclement weather shall have access to rain gear and boots.

14.2.2 Civilian Police and Fire Department employees who are required to wear a uniform shall receive a uniform allowance of three hundred twenty-five dollars (\$325.00) per year.

14.2.3 Uniform and clothing allowances shall be paid on, or before April 1 of each year.

14.3 Educational Reimbursement:

14.3.1 Employees shall be reimbursed for the cost of tuition, fees and books for job-related course(s) taken at their own initiative which satisfy the following requirements.

14.3.2 Employees must make the request prior to registering for the course. The request shall be submitted to the Department Head outlining: institution offering the course; course content; cost; benefit to the employee and the Town.

14.3.3 Notification of approval or denial shall be made to the employee within ten (days) of the request. In cases of denial, the employee shall also be notified of the reason for denial.

14.3.4 In order to receive reimbursement, the employee must submit documentation of achieving a passing grade of "C" or better and a receipt for the costs of the course.

If a unit member terminates their service within one (1) year after receiving an educational reimbursement, the member will reimburse the Town for course(s) taken from one (1) year prior to termination to the date of said termination.

- 14.3.5 Requests shall be considered on a first come, first served basis. The Town shall not be obligated to expend more than the sum of \$750 per employee nor more than the sum of \$3,000 in total in any year of this contract for this program.
- 14.4 Any moneys payable upon the death of an employee shall be paid to the employee's estate.

ARTICLE XV
Seniority

- 15.1 Employees who have successfully completed their probationary period shall earn seniority from their most recent date of employment with the Town in a bargaining unit position in which the employee works thirty (30) or more hours per week. Employees who work less than thirty (30) hours per week do not earn seniority.
- 15.2 The Town shall establish and maintain a seniority list which shall be subject to amendment from time to time as circumstances warrant. Employees who work thirty (30) or more hours per week shall be listed by length of service in a bargaining unit position in decreasing order.
- 15.3 Employees with standing on the seniority list, whose hours are reduced to less than thirty (30) per week, shall retain status and ranking on the list.

ARTICLE XVI
Filling of Vacancies

- 16.1 All available positions shall be posted on employee bulletin boards for a period of at least seven (7) workdays. The posting shall include: the current position description; wage or salary range; shift assignment; minimum qualifications; closing date for application.
- 16.2 The Town reserves the right to fill vacant positions with applicants from outside of the bargaining unit after 10 business days. When two or more applicants appear equally qualified, members of the bargaining unit shall be given preference. When two or more applicants from the bargaining unit appear equally qualified, the employee having the greater seniority shall be given preference.
- 16.3 The Town shall have the ability to hire an employee above the position's starting step based upon a candidate's related years of work experience.
- 16.4 When a part-time employee applies for a full-time position with the Town that requires substantially the same duties and responsibilities of their part-time position, then said part-time employee shall be entitled to the position over outside candidates.
- a. Any part-time employee may be non-selected for a full-time position with the Town that requires substantially the same duties and responsibilities of their part time position. Such non-selection shall be issued in accordance with Just Cause. Any employee who disputes the reason for such non-selection may utilize this

agreement's grievance process to be made whole.

ARTICLE XVII

Employee Evaluations

- 17.1 All employees shall be evaluated at least once annually. Such evaluations shall be completed during the thirty (30) day period following the employee's anniversary of employment. The purpose of the evaluation is to monitor the employee's performance and to make the employee aware of their strengths and weaknesses.
- 17.2 Employees shall have the opportunity to review and comment on evaluations.
- 17.3 The employee's anniversary date is defined as the date of most recent appointment to Town service, except for pay and evaluation purposes when it shall be defined as the date of appointment to the position currently held.

ARTICLE XVIII

Lay-off and Recall

18.1 **Definitions:**

- Type I employee: a bargaining unit employee who works 37.5 hours or more per week.
- Type I-A employee: a Type I or Type II employee who works less than 30 hours per week by virtue of an involuntary reduction in their basic work week.
- Type II employee: a bargaining unit employee who works 30 hours or more but less than 37.5 hours per week.
- Type III employee: a bargaining unit employee who works less than 30 hours per week.
- Type I, Type I-A and Type II employees earn seniority according to 15.1 hereof; Type III employees do not earn seniority.

- 18.2 Should the Town reduce the number of employees in any classification, lay-offs will be made on the basis of seniority within Job Classification Grouping and Department Grouping as set forth in Appendix B and Appendix C.

Layoffs of Type I, Type I-A, and Type II employees shall be by seniority. Type III employees may be laid off as the Town sees fit.

- 18.3 In cases of lay-off, an employee may bump, within their Department Grouping as defined below, into another position in the same Job Classification Grouping within the Department Grouping occupied by a less senior employee, or, if there are no junior employees in the Job Classification Grouping within the Department Grouping, into any other equal or lower paying Job Classification Grouping within the Department Grouping for which they are qualified. Bumping between Department Groupings is not allowed, except for employees with three or more years of service to whom no equal job classification would otherwise be available. Such employees may bump into any equal or lower paying Job Classification Grouping in any Department Grouping.

Type I, Type I-A and Type II employees shall have bumping rights. Type III employees do not have bumping rights.

If a recall occurs, employees shall return to their prior positions, provided those positions are being refilled. If those positions are not being refilled, employees shall be recalled to other vacant positions for which they are qualified.

- 18.4 Laid off employees shall have recall rights for two (2) years from the date of layoff. In order to be eligible, employees must file a mailing address with the Town to which a recall notice may be sent and must accept the recall within two (2) weeks of the notice.

Any employee who rejects an offer of recall to a position of equal or greater pay than their original position shall lose all further rights to recall and shall be considered to have voluntarily terminated employment.

Type I, Type I-A, and Type II employees shall have rights to recall, in the reverse order of their layoff, to bargaining unit positions for which they are qualified. If a Type I, Type I-A and Type II employee accepts recall to a bargaining unit position of a lesser pay status than the one from which they were laid off, they shall continue to be offered recall to other positions, as they become available, until regaining their original pay status.

- 18.5 When an employee is recalled to employment, seniority shall be restored and the time of the layoff shall not be considered time in service. The employee shall be returned to their appropriate pay and benefit status, except that any benefits paid at the time of the layoff shall not be paid again. And provided however, that such pay and benefits shall not exceed those called for under this Contract at the time of rehire.
- 18.6 Any reduction in the current established work hours of Unit employees to less than thirty (30) hours per week will be considered a lay off for the purpose of Article XVIII.
- 18.7 In the case of the Town executing a layoff or layoffs, it shall provide each laid-off employee with at least two-week's written notice before the commencement of said layoff.

ARTICLE XIX

Disciplinary Actions

- 19.1 Discipline may be initiated for infractions based on just cause.
- 19.2.1 Discipline will normally be initiated in a progressive manner according to the following steps. Depending on the nature of the offense, discipline may be initiated at the appropriate level.
- 19.2.2 **Verbal Warning:** The immediate supervisor shall issue a verbal warning as soon as possible. The supervisor shall notify the employee of the nature of the infraction and will offer remedial suggestions. No formal record will be made of verbal warnings.

- 19.2.3 **Written Warning:** The Department Head shall issue a written warning within ten (10) working days of knowledge of the infraction. The warning will outline the nature of the infraction and will offer remedial suggestions. A copy of the warning will be placed in the employee's personnel file and shall be expunged, per the employee's request, in the event that the employee has not been otherwise disciplined within three (3) years of the warning.
- 19.2.3 **Suspension:** The Department Head shall recommend to the Town Manager that the employee be suspended, without pay. The recommendation shall be made in writing, with a copy forwarded to the employee and to the employee's personnel file within fifteen (15) work days of knowledge of the infraction. The Town Manager will meet with the employee and the Department Head within ten (10) work days of receipt of the recommendation and will render a decision within ten (10) work days of the meeting.
- 19.2.4 Suspensions with pay shall be considered to be administrative actions only, and shall in no way reflect negatively on the employee's status, work record, or access to the rights and benefits of this Contract.
- 19.2.5 **Termination:** The Department Head shall recommend to the Town Manager that the employee be terminated. The recommendation shall be made in writing, with a copy forwarded to the employee and the employee's personnel file, within twenty (20) work days of knowledge of the infraction. The Town Manager will meet with the employee and Department Head within ten (10) work days of receipt of the recommendation and will render a decision within ten (10) work days of that meeting.
- 19.3 The time frames associated with suspension or termination may be extended in cases where additional time is needed to adequately investigate the infraction. The employee shall be notified of the extended time frame.
- 19.4 Disciplinary actions shall be undertaken in a polite, open, honest and private environment so as not to involve unconcerned individuals directly or indirectly.

ARTICLE XX

Stability of the Contract

- 20.1 **Separability Clause:** In the event any provision of this Contract in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction, or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this Contract shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Contract, and in such event, the remainder of the Contract shall continue to be binding upon the Parties hereto.

If any portion of this Contract is declared illegal, void, or invalid, the Parties shall enter into negotiations in a timely manner for the purpose of correcting such specific portions of the contract as were ruled to be illegal, void, or invalid.

- 20.2 **Waiver Clause:** Waiver by either party of the other's non-performance or violation of any term or condition of this Contract shall not constitute a waiver of any other non-performance

or violation of that term or condition, or of any other term of this Contract, or of the same or other non-performance or violation in the future.

- 20.3 This written collective bargaining agreement constitutes the sole and entire agreement, canceling and superseding any other agreements or understanding previously entered into.

ARTICLE XXI

Duration

- 21.1 This Contract shall remain in full force and effect from April 1, 2022, through March 31, 2027 or until replaced by a successor agreement, whichever is later.
- 21.2 The moneys needed to fund this Agreement in each year of its term must be appropriated at the 2021 Annual Town Meeting, duly warned for that purpose. The intent of the parties is to "Sanbornize" this Agreement. Should the 2022 Annual Town Meeting fail to appropriate all of the moneys necessary to fund this Agreement in all years of its term, then and in that event, this Agreement shall be null and void, the prior collective bargaining agreement shall remain in full force and effect until replaced by a successor agreement, and either party may reopen negotiations on all or part of the Agreement.

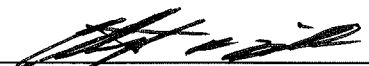
IN WITNESS WHEREOF, the parties here to by their authorized representatives have executed this Agreement on this 31st day of March 2022.

FOR THE UNION

FOR THE TOWN OF SALEM



Sam Zannini
SEA Chapter President



Christopher Dillon
Town Manager



Dianne Emanuelson
Negotiating Team Member



Karri Makinen
Negotiating Team Member



Sean Bolton
SEA Negotiator

2022 - 2.5%

Grade	Start	Step A	Step B	Step C	Step D	Step E (10 years)
Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary
Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Grade 1	37,216	38,322	39,431	40,661	42,084	43,557
Grade 2	42,384	43,616	44,851	46,083	47,696	49,365
Grade 3	44,359	46,083	47,564	49,040	50,756	52,532
Grade 4	50,269	52,736	55,198	57,906	59,933	62,031
Grade 5	54,958	58,647	62,348	66,169	68,485	70,882
Grade 6	66,537	70,721	75,160	79,349	82,126	85,000
Grade 7	81,695	87,730	93,887	100,055	103,557	107,181

2023 - 2.5%

Grade	Start	Step A	Step B	Step C	Step D	Step E (10 years)	Step F (15 years)
Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Grade 1	38,146	39,280	40,417	41,678	43,136	44,646	46,432
Grade 2	43,444	44,706	45,972	47,235	48,888	50,599	52,623
Grade 3	45,468	47,235	48,753	50,266	52,025	53,845	55,999
Grade 4	51,526	54,054	56,578	59,354	61,431	63,582	66,125
Grade 5	56,332	60,113	63,907	67,823	70,197	72,654	75,560
Grade 6	68,200	72,489	77,039	81,333	84,179	87,125	90,610
Grade 7	83,737	89,923	96,234	102,556	106,146	109,861	114,255

2024 - 2.5%

Grade	Start	Step A	Step B	Step C	Step D	Step E (10 years)	Step F (15 years)
Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Grade 1	39,100	40,262	41,427	42,720	44,214	45,762	47,593
Grade 2	44,530	45,824	47,121	48,416	50,110	51,864	53,939
Grade 3	46,605	48,416	49,972	51,523	53,326	55,191	57,399
Grade 4	52,814	55,405	57,992	60,838	62,967	65,172	67,778
Grade 5	57,740	61,616	65,505	69,519	71,952	74,470	77,449
Grade 6	69,905	74,301	78,965	83,366	86,283	89,303	92,875
Grade 7	85,830	92,171	98,640	105,120	108,800	112,608	117,111

2025 - 2.5%														
Grade	Start		Step A		Step B		Step C		Step D		Step E (10 years)		Step F (15 years)	
	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
Grade 1	40,078	20.55	41,269	21.16	42,463	21.78	43,788	22.46	45,319	23.24	46,906	24.05	48,783	25.02
Grade 2	45,643	23.41	46,970	24.09	48,299	24.77	49,626	25.45	51,363	26.34	53,161	27.26	55,287	28.35
Grade 3	47,770	24.50	49,626	25.45	51,221	26.27	52,811	27.08	54,659	28.03	56,571	29.01	58,834	30.17
Grade 4	54,134	27.76	56,790	29.12	59,442	30.48	62,359	31.98	64,541	33.10	66,801	34.26	69,472	35.63
Grade 5	59,184	30.35	63,156	32.39	67,143	34.43	71,257	36.54	73,751	37.82	76,332	39.14	79,385	40.71
Grade 6	71,653	36.75	76,159	39.06	80,939	41.51	85,450	43.82	88,440	45.35	91,536	46.94	95,197	48.82
Grade 7	87,976	45.12	94,475	48.45	101,106	51.85	107,748	55.26	111,520	57.19	115,423	59.19	120,039	61.56
2026 - 2.5%														
Grade	Start		Step A		Step B		Step C		Step D		Step E (10 years)		Step F (15 years)	
	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
Grade 1	41,080	21.07	42,301	21.69	43,525	22.32	44,883	23.02	46,452	23.82	48,079	24.66	50,003	25.64
Grade 2	46,784	23.99	48,144	24.69	49,506	25.39	50,867	26.09	52,647	27.00	54,490	27.94	56,669	29.06
Grade 3	48,964	25.11	50,867	26.09	52,502	26.92	54,131	27.76	56,025	28.73	57,985	29.74	60,305	30.93
Grade 4	55,487	28.45	58,210	29.85	60,928	31.25	63,918	32.78	66,155	33.93	68,471	35.11	71,209	36.52
Grade 5	60,664	31.11	64,735	33.20	68,822	35.29	73,038	37.46	75,595	38.77	78,240	40.12	81,370	41.73
Grade 6	73,444	37.66	78,063	40.03	82,962	42.54	87,586	44.92	90,651	46.49	93,824	48.11	97,577	50.04
Grade 7	90,175	46.24	96,837	49.66	103,634	53.15	110,442	56.64	114,308	58.62	118,309	60.67	123,040	63.10

Note: Step D is 3.5% from Step C in 2022. Step E is 3.5% from Step D in 2022. Step F is 4% from Step E in 2023

APPENDIX B

Job Classification Grouping

GROUP #1	Payroll Coordinator
GROUP #2	Accounts Payable Clerk Accounts Receivable Clerk Utilities Clerk
GROUP #3	Assistant Finance Director
GROUP #4	Deputy Assessor
GROUP #5	Recreation Coordinator Seniors Coordinator
GROUP #6	Administrative Secretary
GROUP #7	Assistant Planner
GROUP #8	Clerk I
GROUP #9	Clerk II
GROUP #10	Clerk III
GROUP #11	Chief Probation Officer
GROUP #12	Custodian
GROUP #13	Inspectors
GROUP #14	Programmer/Analyst
GROUP #15	Purchasing Coordinator
GROUP #16	Superintendent
GROUP #17	Technician
GROUP #18	Van Driver
GROUP #19	Youth Coordinator

APPENDIX C

Department Grouping

GROUP #1	Assessing Department Tax Collector's Office Town Clerk's Office Position(s) shared jointly by the Tax Collector Office & Town Clerk Office Legal Department Switchboard Operations
GROUP #2	Finance Department Computer Services Department
GROUP #3	Probation Department
GROUP #4	Police Department Fire Department
GROUP #5	Engineering Department Inspections Department Planning Department
GROUP #6	Public Works Department
GROUP #7	Recreation Department Senior Services Department

BENEFIT SUMMARY

Cigna Health and Life Insurance Co.
For - Salem, Town of
Choice Fund Open Access Plus HSA Plan
HSA
Effective - 01/01/2022



Selection of a Primary Care Provider - Your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

Direct Access to Obstetricians and Gynecologists - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card.

Carelink SM Features

Access to the Open Access Plus/Carelink SM network of participating providers, which consists of:

- Tufts Health Plan providers in Massachusetts and Rhode Island
- Cigna HealthCare Open Access Plus providers in all other states
- The network includes many of the doctors, hospitals, and other facilities in your area. All participating providers have met credentialing requirements



Plan Highlights		
	In-Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited
Plan Year Accumulation	Your Plan's Deductibles, Out-of-Pockets and benefit level limits accumulate on a calendar year basis unless otherwise stated. In addition, all plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between In- and Out-of-Network unless otherwise noted.	
Plan Coinsurance	Plan pays 100%	Plan pays 80%
Maximum Reimbursable Charge	Not Applicable	200%

01/01/2022

NH

Choice Fund Health Savings Account (HSA) Open Access Plus - HSA

Proclaim - 14783004 - V 23 - 10/15/21 09:02 AM ET

Plan Highlights

In-Network

Out-of-Network

Plan Deductible

Individual - Employee Only: \$2,500	Individual - Employee Only: \$5,000
Family Maximum: \$5,000	Family Maximum: \$10,000

- Only the amount you pay for in-network covered expenses counts towards your in-network deductible. Only the amount you pay for out-of-network covered expenses counts towards both your in-network and out-of-network deductibles.
- Plan deductible always applies before any benefit copay/deductible or coinsurance.
- Plan deductible does not apply to in-network preventive services.
- All family members contribute towards the family deductible. An individual cannot have claims covered under the plan coinsurance until the total family deductible has been satisfied.
- This plan includes a combined Medical/Pharmacy plan deductible.

Note: Services where plan deductible applies are noted with a caret (^).

Plan Out-of-Pocket Maximum

Individual - Employee Only: \$2,500	Individual - Employee Only: \$5,000
Family Maximum: \$5,000	Family Maximum: \$10,000

- Only the amount you pay for in-network covered expenses counts toward your in-network out-of-pocket maximum. Only the amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.
- Plan deductible contributes towards your out-of-pocket maximum.
- All benefit copays/deductibles contribute towards your out-of-pocket maximum.
- Covered expenses that count towards your out-of-pocket maximum include customer paid coinsurance and charges for Mental Health and Substance Use Disorder. Out-of-network non-compliance penalties or charges in excess of Maximum Reimbursable Charge do not contribute towards the out-of-pocket maximum.
- All eligible family members contribute towards the family out-of-pocket maximum. Once the family out-of-pocket maximum has been met, the plan will pay each eligible family member's covered expenses at 100%.
- This plan includes a combined Medical/Pharmacy out-of-pocket maximum.

Benefit

In-Network

Out-of-Network

Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.

Physician Services - Office Visits

Primary Care Physician (PCP) Services/Office Visit

Plan pays 100% ^

Plan pays 80% ^

Specialty Care Physician Services/Office Visit

Plan pays 100% ^

Plan pays 80% ^

NOTE: Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist).

Surgery Performed in Physician's Office

Plan pays 100% ^

Covered same as Physician Services - Office Visit

Allergy Treatment/Injections and Allergy Serum

Allergy serum dispensed by the physician in the office

Covered same as Physician Services - Office Visit

Covered same as Physician Services - Office Visit

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Benefit		In-Network		Out-of-Network	
Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.					
Cigna Telehealth Connection Services (Virtual Care)		Plan pays 100% ^	Not Covered		
- Includes charges for the delivery of medical and health-related services and consultations by dedicated virtual providers as medically appropriate through audio, video, and secure internet-based technologies. - Virtual Wellness Screenings are available for individuals 18 and older and are covered same as Preventive Care (see Preventive Care Section). - Telehealth services rendered by providers that are not contracted medical telehealth providers (as described on myCigna.com) are covered at the same benefit level as the same services would be if rendered in-person.					
Preventive Care					
Preventive Care		Plan pays 100%	PCP: Plan pays 80% ^ Specialist: Plan pays 80% ^		
- Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit when billed as part of office visit. - Annual Limit: Unlimited					
Immunizations		Plan pays 100%	PCP: Plan pays 80% ^ Specialist: Plan pays 80% ^		
Mammogram, PAP, and PSA Tests		Plan pays 100%	Covered same as other x-ray and lab services, based on Place of Service		
- Coverage includes the associated Preventive Outpatient Professional Services. - Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on Place of Service.					
Inpatient					
Inpatient Hospital Facility Services		Plan pays 100% ^	Plan pays 80% ^		
Note: Includes all Lab and Radiology services, including Advanced Radiological Imaging as well as Medical Specialty Drugs					
Inpatient Hospital Physician's Visit/Consultation		Plan pays 100% ^	Plan pays 80% ^		
Inpatient Professional Services		Plan pays 100% ^	Plan pays 80% ^		
For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists					
Outpatient					
Outpatient Facility Services		Plan pays 100% ^	Plan pays 80% ^		
Outpatient Professional Services		Plan pays 100% ^	Plan pays 80% ^		
For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists					
Emergency Services					
Emergency Room		Plan pays 100% ^	Plan pays 100% ^		
Includes Professional, X-ray and/or Lab services performed at the Emergency Room and billed by the facility as part of the ER visit.					
Urgent Care Facility		Plan pays 100% ^	Plan pays 100% ^		
Includes Professional, X-ray and/or Lab services performed at the Urgent Care Facility and billed by the facility as part of the urgent care visit.					

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Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.					
Ambulance		Plan pays 100% ^		Plan pays 100% ^	
Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.					
Inpatient Services at Other Health Care Facilities					
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities		Plan pays 100% ^		Plan pays 80% ^	
• Annual Limit: Unlimited days					
Laboratory Services					
Physician's Services/Office Visit		Covered same as Physician Services - Office Visit		Covered same as Physician Services - Office Visit	
Independent Lab		Plan pays 100% ^		Plan pays 80% ^	
Outpatient Facility		Plan pays 100% ^		Plan pays 80% ^	
Radiology Services					
Physician's Services/Office Visit		Covered same as Physician Services - Office Visit		Covered same as Physician Services - Office Visit	
Outpatient Facility		Plan pays 100% ^		Plan pays 80% ^	
Advanced Radiological Imaging (ARI)		Includes MRI, MRA, CAT Scan, PET Scan, etc.			
Outpatient Facility		Plan pays 100% ^		Plan pays 80% ^	
Physician's Services/Office Visit		Covered same as Physician Services - Office Visit		Covered same as Physician Services - Office Visit	
Outpatient Therapy Services					
Outpatient Therapy Services		Covered same as Physician Services - Office Visit		Covered same as Physician Services - Office Visit	
Annual Limits:					
• All Therapies Combined - Includes Cardiac Rehabilitation, Cognitive Therapy, Occupational Therapy, Physical Therapy, Pulmonary Rehabilitation, and Speech Therapy - Unlimited days					
Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient therapy services maximum.					
Chiropractic Services		Covered same as Physician Services - Office Visit		Covered same as Physician Services - Office Visit	
Annual Limit:					
• Chiropractic Care - Unlimited Days					
Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.					
Hospice					
Inpatient Facilities		Plan pays 100% ^		Plan pays 80% ^	
Outpatient Services		Plan pays 100% ^		Plan pays 80% ^	
Note: Includes Bereavement counseling provided as part of a hospice program.					

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Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.					
Bereavement Counseling (for services not provided as part of a hospice program)					
Services Provided by a Mental Health Professional		Covered under Mental Health benefit		Covered under Mental Health benefit	
Medical Specialty Drugs					
Outpatient Facility		Plan pays 100% ^		Plan pays 80% ^	
		Plan pays 100% ^		Plan pays 80% ^	
		Plan pays 100% ^		Plan pays 80% ^	
Home					
Note: This benefit only applies to the cost of the Infusion Therapy drugs administered. This benefit does not cover the related Facility, Office Visit or Professional charges.					
Maternity					
Initial Visit to Confirm Pregnancy		Covered same as Physician Services - Office Visit		Covered same as Physician Services - Office Visit	
All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (Global Maternity Fee)		Plan pays 100% ^		Plan pays 80% ^	
Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Covered same as Physician Services - Office Visit		Covered same as Physician Services - Office Visit	
Delivery - Facility (Inpatient Hospital, Birthing Center)		Covered same as plan's Inpatient Hospital benefit		Covered same as plan's Inpatient Hospital benefit	
Abortion					
Abortion Services		Coverage varies based on Place of Service		Coverage varies based on Place of Service	
Note: Elective and non-elective procedures					
Family Planning					
Women's Services		Plan pays 100%		Coverage varies based on Place of Service	
Includes contraceptive devices as ordered or prescribed by a physician and surgical sterilization services, such as tubal ligation (excludes reversals)					
Men's Services		Coverage varies based on Place of Service		Coverage varies based on Place of Service	
Includes surgical sterilization services, such as vasectomy (excludes reversals)					

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Benefit		In-Network		Out-of-Network	
Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.					
Infertility					
Infertility Treatment		Coverage varies based on Place of Service		Plan pays 80% ^	
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. o Lifetime Maximum: Unlimited					
Other Health Care Facilities/Services					
Home Health Care		Plan pays 100% ^		Plan pays 80% ^	
• Annual Limit: Unlimited • 16 hour maximum per day Note: Includes outpatient private duty nursing when approved as medically necessary					
Organ Transplants					
Inpatient Hospital Facility Services					
LifesOURCE Facility		Plan pays 100% ^		Not Applicable	
Non-LifesOURCE Facility		Plan pays 100% ^		Not Covered	
Inpatient Professional Services					
LifesOURCE Facility		Plan pays 100% ^		Not Applicable	
Non-LifesOURCE Facility		Plan pays 100% ^		Not Covered	
• Travel Maximum - Cigna LifesOURCE Transplant Network® Facility Only: After the plan deductible is met, \$10,000 maximum per Transplant per Lifetime					
Durable Medical Equipment					
• Annual Limit: Unlimited		Plan pays 100% ^		Plan pays 80% ^	
Routine Hearing Exams					
• Includes hearing exams and diagnosis		Plan pays 100% ^		Plan pays 80% ^	
Removal of Skin Tags					
		Plan pays 100% ^		Plan pays 80% ^	
Breast Feeding Equipment and Supplies					
• Limited to the rental of one breast pump per birth as ordered or prescribed by a physician • Includes related supplies		Plan pays 100%		Plan pays 80% ^	
External Prosthetic Appliances (EPA)					
• Annual Limit: Unlimited		Plan pays 100% ^		Plan pays 80% ^	
Temporomandibular Joint Disorder (TMJ)					
• Unlimited lifetime maximum Note: Provided on a limited, case-by-case basis. Excludes appliances and orthodontic treatment.		Coverage varies based on Place of Service		Coverage varies based on Place of Service	
Routine Foot Care					
		Not Covered		Not Covered	
Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when approved as medically necessary.					

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Benefit		In-Network		Out-of-Network	
Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.					
Hearing Aids		Plan pays 100% ^		Plan pays 80% ^	
• Unlimited maximum per device • Includes testing and fitting of hearing aid devices at Physician Office Visit cost share					
Wigs		Plan pays 100% ^		Plan pays 80% ^	
• Unlimited maximum per 12 months for wigs					
Mental Health and Substance Use Disorder					
Inpatient Mental Health		Plan pays 100% ^		Plan pays 80% ^	
Outpatient Mental Health – Physician's Office		Plan pays 100% ^		Plan pays 80% ^	
Outpatient Mental Health – All Other Services		Plan pays 100% ^		Plan pays 80% ^	
Inpatient Substance Use Disorder		Plan pays 100% ^		Plan pays 80% ^	
Outpatient Substance Use Disorder – Physician's Office		Plan pays 100% ^		Plan pays 80% ^	
Outpatient Substance Use Disorder – All Other Services		Plan pays 100% ^		Plan pays 80% ^	
Annual Limits:					
• Unlimited maximum					
Notes:					
• Inpatient includes Acute Inpatient and Residential Treatment. • Outpatient - Physician's Office - may include Individual, family and group therapy, psychotherapy, medication management, etc. • Outpatient - All Other Services - may include Partial Hospitalization, Intensive Outpatient Services, Applied Behavior Analysis (ABA Therapy), etc. • Services are paid at 100% after you reach your out-of-pocket maximum.					
Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs					
Cigna Total Behavioral Health - Inpatient and Outpatient Management					
• Inpatient utilization review and case management • Outpatient utilization review and case management • Partial Hospitalization • Intensive outpatient programs • Changing Lives by Integrating Mind and Body Program • Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management. • Narcotic Therapy Management • Complex Psychiatric Case Management					

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Pharmacy

In-Network

Cost Share and Supply

Cigna Pharmacy Cost Share

- Retail – up to 90-day supply
- Home Delivery – up to 90-day supply

Retail (per 30-day supply):

Generic: You pay 0% [^]
 Preferred Brand: You pay 0% [^]
 Non-Preferred Brand: You pay 0% [^]

Retail and Home Delivery (per 90-day supply):

Generic: You pay 0% [^]
 Preferred Brand: You pay 0% [^]
 Non-Preferred Brand: You pay 0% [^]

- Retail drugs may be obtained In-Network at a wide range of pharmacies across the nation.
- You can choose to fill your medications in a 30- or 90-day supply at any network pharmacy.
- This plan will not cover out-of-network pharmacy benefits.
- Specialty medications are used to treat an underlying disease which is considered to be rare and chronic including, but not limited to, multiple sclerosis, hepatitis C or rheumatoid arthritis. Specialty Drugs may include high cost medications as well as medications that may require special handling and close supervision when being administered.
- Patient is responsible for the applicable cost share based upon the tier of the dispensed medication.
- Your pharmacy benefits share an annual deductible and out-of-pocket maximum with the medical/behavioral benefits. The applicable cost share for covered drugs applies after the combined deductible has been met.

Drugs Covered

Prescription Drug List:

Your Cigna Standard Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com.

Some highlights:

- Self Administered injectables are covered-excludes infertility drugs
- Contraceptive devices and drugs are covered with federally required products covered at 100%.
- Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges are covered.
- Lifestyle drugs are covered - limited to sexual dysfunction.
- Oral Fertility drugs are covered.
- Prescription vitamins are covered.
- Prescription weight loss drugs are covered.
- Prescription smoking cessation drugs are covered.

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Pharmacy Program Information

Pharmacy Clinical Management and Prior Authorization

- Your plan is subject to refill-too-soon and other clinical edits as well as prior authorization requirements.
- Plan exclusion edits are always included.
- Additional clinical management - Basic package - provides a limited set of clinical edits such as prior authorization, age edits and quantity limits for a specific list of prescription medications.
- Prior authorization is required on specialty medications and quantity limits may apply.
- For customers with complex conditions taking a specialty medication, we will offer Accredo Therapeutic Resource Centers (TRCs) to provide specialty medication and condition counseling. For customers taking a specialty medication not dispensed by Accredo, Cigna experts will offer this important specialty medication and condition counseling.

Additional Information

Case Management

Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

Comprehensive Oncology Program

- Care Management outreach
- Case Management

Health Advisor - A

Support for healthy and at-risk individuals to help them stay healthy

- Health Assessments
- Health and Wellness Coaching
- Gaps in Care Coaching
- Treatment Decision Support
- Educate and Refer

Healthy Pregnancies/Healthy Babies

- Care Management outreach
- Maternity Case Management
- Neo-natal Case Management

Maximum Reimbursable Charge

The allowable covered expense for non-network services is based on the lesser of the health care professional's normal charge for a similar service or a percentage of a fee schedule (200%) developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is based on the lesser of the health care professional's normal charge for a similar service or a percentile (80th) of charges made by health care professionals of such service or supply in the geographic area where it is received. If sufficient charge data is unavailable in the database for that geographic area to determine the Maximum Reimbursable Charge, then data in the database for similar services may be used. Out-of-network services are subject to a Calendar Year deductible and maximum reimbursable charge limitations.

Included	
Included	
	\$250 (1st trimester) / \$125 (2nd trimester) - Option 2

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Additional Information

Medicare Coordination

In accordance with the Social Security Act of 1965, this plan will pay as the Secondary plan to Medicare Part A and B as follows:

- (a) a former Employee such as a retiree, a former Disabled Employee, a former Employee's Dependent, or an Employee's Domestic Partner who is also eligible for Medicare and whose insurance is continued for any reason as provided in this plan (including COBRA continuation);
- (b) an Employee, a former Employee, an Employee's Dependent, or former Employee's Dependent, who is eligible for Medicare due to End Stage Renal Disease after that person has been eligible for Medicare for 30 months.

When a person is eligible for Medicare B as described above, this plan will pay as the Secondary Plan to Medicare Part B regardless if the person is actually enrolled in Medicare Part B and regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.

Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

One Guide

Available by phone or through myCigna mobile application. One Guide helps you navigate the health care system and make the most of your health benefits and programs.

Pre-Certification - Continued Stay Review - Preferred Care Management Inpatient - required for all inpatient admissions

In-Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- The lesser of 50% or \$1000 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- The lesser of 50% or \$1000 penalty applied for any admission reviewed by Cigna Healthcare and not certified.
- The lesser of 50% or \$1000 penalty applied for any additional days not certified by Cigna Healthcare.

Pre-Certification - Preferred Care Management Outpatient Prior Authorization - required for selected outpatient procedures and diagnostic testing

In-Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- The lesser of 50% or \$1000 penalty applied to outpatient procedures/diagnostic testing charges for failure to contact Cigna Healthcare and to precertify admission.
- The lesser of 50% or \$1000 penalty applied for any outpatient procedures/diagnostic testing reviewed by Cigna Healthcare and not certified.

Pre-Existing Condition Limitation (PCL) does not apply.

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Additional Information

Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression

Definitions

Coinsurance - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

Copay - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

Deductible - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

Out-of-Pocket Maximum - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

Place of Service - Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

Prescription Drug List - The list of prescription brand and generic drugs covered by your pharmacy plan.

Professional Services - Services performed by Surgeons, Assistant Surgeons, Hospital Based Physicians, Radiologists, Pathologists and Anesthesiologists

Transition of Care - Provides In-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

Exclusions

What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.

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Exclusions

- Treatment of an Injury or Sickness which is due to war, declared or undeclared.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider or pharmacy is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Expense (as shown on The Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Expense, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider or pharmacy represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or relating to any violation of a health care-related state or federal law or which themselves are a violation of a health care-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
 - o Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
 - o Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or Sickness for which its use is proposed;
 - o The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" sections of this plan; or
 - o The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" sections of this plan.
- In determining whether drug or Biologic therapies are experimental, investigational and unproven, the utilization review Physician may review, without limitation, U.S. Food and Drug Administration-approved labeling, the standard medical reference compendia and peer-reviewed, evidence-based scientific literature. The plan or policy shall not deny coverage for a drug therapy or device as experimental, investigational and unproven if the drug therapy or device is otherwise approved by the FDA to be lawfully marketed and is recognized for treatment of the prescribed indication in one of the standard reference compendia or in the medical literature.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem.
- The following services are excluded, unless Medically Necessary: macromastia (abnormal largeness of a woman's breast) or surgeries for gynecomastia (abnormal enlargement of a man's breasts); surgical treatment of varicose veins (enlarged veins that are swollen and raised above the surface of the skin); abdominoplasty (plastic surgery of the abdomen in which excess fatty tissue and skin are removed, usually for cosmetic purposes); panniculectomy (surgical excision of the abdominal apron of the superficial fat in the obese); rhinoplasty (plastic surgery of the nose); blepharoplasty (plastic surgery of the eyelids).
- The following services are excluded from coverage regardless of clinical indications: redundant skin surgery; acupressure; craniosacral/cranial therapy; dance therapy; movement therapy; applied kinesiology; rolfing; prolotherapy; and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Additionally, charges made by a

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Exclusions

Physician for any of the following Surgical Procedures are covered: excision of unerupted impacted wisdom tooth, including removal of alveolar bone and sectioning of tooth; removal of residual root (when performed by a Dentist other than the one who extracted the tooth).

- For or in connection with treatment of the teeth or periodontium, except as provided in Covered Expenses.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan. The court ordered exclusion does not apply to court-ordered services for minors. Benefits for such court-ordered services shall be subject to the same dollar limits, deductibles, copayments and coinsurance factors and to the terms and conditions of the policy and certificate, including any managed care provisions. However, the claimant or claimant's representative shall have 48 hours from the commencement of a court-ordered, services, placement, or program to seek any preauthorization, precertification, or referral required under the terms of the policy.
- Any medications, drugs, services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasm, and premature ejaculation.
- Non-medical counseling and/or ancillary services including, but not limited to, Custodial Services, educational services, vocational counseling, training and rehabilitation services, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, return to work services, work hardening programs, and driver safety courses.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures. (See the Covered Expenses section of this certificate for information regarding coverage of scalp hair prostheses.)
- Aids or devices that assist with non-verbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs unless Physician administration or oversight is required, injectable prescription drugs to the extent they do not require Physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.

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NH

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Exclusions

- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- Nutritional supplements and formulae except as shown in the Covered Expenses section of this certificate.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a non-Participating Provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a non-Participating Provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Massage therapy, except as covered when Medically Necessary under Chiropractic Care Services.

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate, service agreement or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Evernorth Care Solutions, Inc., Evernorth Behavioral Health, Inc., Cigna Health Management, Inc., and HMO or service company subsidiaries of Cigna Health Corporation. Tufts Health Plan is the trade name of a family of companies, including Tufts Associated Health Plans, Inc., Tufts Associated Health Maintenance Organization, Inc., Tufts Insurance Company, Tufts Benefit Administrators, Inc., and Total Health Plan, Inc. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

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DISCRIMINATION IS AGAINST THE LAW

Medical coverage

Cigna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file

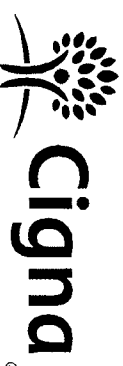
a grievance by sending an email to ACAGrievance@Cigna.com or by writing to the following address:

Cigna
Nondiscrimination Complaint Coordinator
PO Box 188016
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to ACAGrievance@Cigna.com. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1.800.368.1019, 800.537.7697 (TDD)

Complaint forms are available at
<http://www.hhs.gov/ocr/office/file/index.html>.



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Proficiency of Language Assistance Services

English – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

Spanish – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

Chinese – 注意：我們可為您免費提供語言協助服務。對於 Cigna 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224（聽障專線：請撥 711）。

Vietnamese – Xin Lưu Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội Viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Korean – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시시오.

Tagalog – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: i-dial ang 711).

Russian – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Arabic – يرجى الانتباه: خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna الحاليين يرجى الاتصال بالرقم المذكور على ظهر بطاقةكم الشخصية. أو اتصل بالهاتفين يرجى الاتصال بالرقم المذكور على ظهر بطاقةكم الشخصية. أو اتصل ب (TTY: 1.800.244.6224).

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French Creole – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kilian Cigna yo, rele nimewo ki deyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

French – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

Portuguese – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

Polish – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

Japanese – 注意事項: 日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711) まで、お電話にてご連絡ください。

Italian – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

German – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

Persian (Farsi) – توجه: خدمات کمک زبانی به صورت رایگان به شما ارائه می‌شود. برای مشتریان فعلی Cigna، لطفاً با شماره فای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 (شماره تلفن ویژه ناشنوا) تماس بگیرید. (شماره تلفن 711 را شماره گیری کنید).