

AN AGREEMENT

Between

STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC.  
SEIU LOCAL 1984

And

TOWN OF MEREDITH

Public Works Department  
and  
Water and Sewer Department

2024-2026

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ARTICLE 1: RECOGNITION

1.1 This Agreement is entered into between the Town of Meredith, hereinafter referred to as the "Town" and the State Employees' Association of New Hampshire, Inc., Service Employees International Union, Local 1984, herein after referred to as the "Union". For the purposes of administration, this Agreement shall pertain to all permanent Employees of the Town in the following job titles:

<u>Public Works Department</u>	<u>Water &amp; Sewer Department</u>
Public Works Operations Manager	Water & Sewer Crew Chief
Public Works Administrative Assistant	Water & Sewer Operator
Public Works Office Clerk	Water & Sewer Clerk
Buildings & Grounds Crew Chief	
Laborer	
Mechanic Crew Chief	
Mechanic	
Drainage Crew Chief	
Heavy Equipment Operator	
Maintenance II	
Maintenance III	
Maintenance IV	
Solid Waste Coordinator	
Solid Waste Attendant	
Cemetery Laborer	
Cemetery Sexton	

1.2 Union Exclusive Agent. The Town recognizes the State Employees' Association of New Hampshire, Inc. SEIU, Local 1984 as the exclusive bargaining agent and representative of the bargaining unit and the Town and the Union agree to be bound by the provisions of New Hampshire Revised Statutes Annotated Chapter 273-A, as amended, and the Administrative Regulations of the Public Employees' Labor Relations Board, as amended.

1.3 The Town shall not enter into any agreements regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit.

1.4 Nothing in this section shall prevent the Town from discussing matters of mutual concern with the employees covered by this Collective Bargaining Unit.

1.5 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit in accordance with state and Federal law.

## ARTICLE 2: EMPLOYEE AND UNION RIGHTS

- 2.1 Bulletin Boards. The Town shall provide four (4) bulletin boards in non-public work areas for the exclusive use of the Union in communicating with Employees in the bargaining unit. The Union will not post notices that are offensive, demeaning or slanderous upon such bulletin boards. The bulletin boards shall be located in the Public Works Administrative Office lunchroom, Solid Waste lunchroom, Highway lunchroom and Water & Sewer lunchroom.
- 2.2 The Town shall notify the Union of all newly hired full-time employees, the names and business addresses of all permanent unit employees, and employees who have terminated service at least quarterly on a computer disk, or other mutually agreed format.

These reports shall include, at least, the following:

- employee's name
- employee's home address
- employee's work e-mail address (if applicable)
- employee's labor grade and step (if applicable)
- employee's salary schedule
- employee's business address and shift (if applicable)
- employee's job classification
- employee's date of hire
- employee's adjusted seniority date

- 2.3 The internal business of the Union shall be conducted by employees during their nonduty hours.
- 2.4 The Union shall be allowed the use of facilities of the Town for meetings after normal business hours provided permission is secured and their use for such meetings would not conflict with the Town's business.
- 2.5 Staff Representative(s) of the Union shall be allowed to visit work areas of employees, during breaks and lunch hours to confer on conditions of employment. Prior to entering the work area, the representative shall receive permission from the appropriate department head.

## ARTICLE 3: MANAGEMENT RIGHTS

Except as expressly provided in this Agreement, the Town retains the right:

1. To direct and determine the scope of operations of all Town departments;
2. To determine the means and methods by which such operations shall be conducted, including but not limited to, the introduction of new equipment and work methods;
3. To determine whether such operations shall be performed by Town personnel or shall be subcontracted to be performed by others;

4. To supervise, manage and control the work force, including but not limited to, the right to hire, promote, transfer, and assign employees;
5. The right to determine the number of employees in any job title and to create, eliminate, amend and modify job titles, duties and functions;
6. The right to lay off employees due to lack of work or funding, as determined by the Town in its sole discretion;
7. The right to demote, discipline, suspend or discharge employees for just cause;
8. The right to determine hours and schedules of work and the standards of performance for all employees;
9. The right to conduct performance evaluations;
10. The right to take whatever actions and the Town deems necessary in what the Town reasonably determines to constitute as an emergency situation, where immediate action is necessary to prevent, avoid, or respond to threats of life, property, or the safety and wellbeing of the Town, it's employees, or its residents;
11. The right to exercise all other rights and responsibilities not expressly limited by this Agreement, so as to retain public control of governmental functions, and to maintain control over matters of "managerial policy within the exclusive prerogative of the public employer" within the meaning of RSA 273-A.

#### ARTICLE 4: NON-DISCRIMINATION

- 4.1 No Interference with Employee Rights: Neither the Town nor the Union shall interfere with the rights of Employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such Employee because of lawful Union membership or non-membership activity or status.
- 4.2 No Discrimination. Neither the Town nor the Union shall discriminate against any Employee covered by this Agreement in a manner which would violate any applicable law because of race, creed, color, national origin, age, sex, veteran status, physical or mental disability, marital status, pregnancy or sexual orientation, except as any of these factors may be a bona fide occupational qualification.
- 4.3 RSA 354-A and Title VII. The Town and the Union agree to honor and be bound by the provisions of RSA 354-A and Title VII of the Civil Rights Act of 1964, as amended, with respect to the rights of Employees in the bargaining unit to protection from discrimination in the application of the provisions of this Agreement. All such claims under this section shall be processed through the grievance procedure herein before taking action with any State or Federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.
- 4.4 Union Membership Not Required. No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the Town.

- 4.5 Actions Against Non-Members Prohibited. Neither party to this Agreement shall take any action whatsoever, on nor off the job, against any Employee who chooses to become or not to become a member of the Union. Any such action or activity by either party or any of its members, whether on or off the job, shall be a violation of this Agreement.

#### ARTICLE 5: NO STRIKES OR JOB ACTIONS

- 5.1 No Job Actions by Union. During the term of this Agreement, no Employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, or the withholding of services or other illegal activity to or against the Town.
- 5.2 Union Officers, No Job Actions. The Union agrees that neither it, nor any of its officers or agents, national, state or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 5.1 above.
- 5.3 No Lockout. The Town agrees that it will not participate in, induce or encourage any lockout against the Union.

#### ARTICLE 6: DUES DEDUCTIONS

- 6.1 Dues Deduction. Upon receipt of an individually written authorization by a Union member covered by this Agreement and approved by the authorized officer of the Union, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made weekly provided, however, that if any Employee has no check coming to him/her, or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that week. Once each month, the town shall send the amount so deducted to the Treasurer of the Union, along with a list of the Employees from whom the dues have been withheld and the dates of the pay periods involved. In no case will the town attempt to collect fines or assessments for the Union beyond the regular dues.
- 6.2 Disputes, Employee-Union, Town held Harmless. Should there be a dispute between the employee and the Union over the matter of dues deduction, the Union agrees to defend and hold the Town harmless in any such dispute.
- 6.3 Dues Changes. The Union agrees to notify the Town in writing one month in advance of any change in the amount of dues to be deducted from Employees.
- 6.4 Cost Incurred. Upon receipt of an invoice, The Union agrees to pay the Town \$150 annually for the cost of collection and administration of dues.

## ARTICLE 7: UNION REPRESENTATION

- 7.1 Stewards Authorized. The Town agrees to recognize two (2) Stewards who are duly authorized by the Union.
- 7.2 Notification to the Town. The Union shall furnish the names of the Stewards to the Town in writing and shall keep the Town advised of any changes in the individuals so certified.
- 7.3 Stewards, Use of Work Time. The Town shall authorize time during the regular working hours without loss of time or pay, and make reasonable adjustments to the Steward's workload, to permit the Steward to represent a Union Member at an investigative interview or meeting.
- 7.4 Representation of Employees: An employee shall be entitled to Union representation at an investigative interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action.

## ARTICLE 8: HEALTH AND SAFETY

- 8.1 Safe Working Conditions: It is mutually agreed that the prevention of accidents and injuries to employees will result in greater efficiency of operations of Town government. Toward this end, the Town shall make every reasonable effort to provide and maintain safe and healthy working conditions and the Union shall fully cooperate by encouraging employees to perform their assigned tasks in a safe manner.
- 8.2 Safety and Health Regulations: The Town shall have the right to make regulations for the safety and health of its Employees during their hours of employment. Employees shall comply with all safety, rules and regulations established by the Town.
- 8.3 Safety Devices: The Town shall provide to Employees all necessary safety equipment and clothing as is necessary to perform their jobs in a safe manner. The Town shall also provide necessary protective clothing as it determines is required for the job task performed.
- 8.4 Safety Devices must be used. Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended. Employees who fail to use safety devices shall be subject to discipline.

## ARTICLE 9: WORK RULES

- 9.1 Work Rules and Safety Regulations. The Town may prepare, issue and enforce work rules and safety regulations necessary for safe, orderly and efficient operations.
- 9.2 Drug and Alcohol Rules and Testing. The Town may prepare, issue and enforce Comprehensive drug and alcohol rules and testing protocols for those employees required to hold a CDL.



## ARTICLE 10: PROBATIONARY PERIOD

- 10.1 Probationary Period. All newly hired employees shall be subject to a probationary period as described in the Town Personnel Policy.

## ARTICLE 11: TEMPORARY SERVICE OUT-OF-RANK

- 11.1 Temporary Service Out-of-Rank. Any Employee who is directed by his/her supervisor to work in a position or job classification higher than the Employee's own classification shall be paid at the first step within the higher job classification pay range that is a least five percent (5%) higher than the Employee's normal rate of pay.
- 11.2 Pay Period. The Employee shall receive Temporary Out-of-Service pay when directed as above, for the period of time actually worked in said higher classification.

## ARTICLE 12: HOURS OF WORK

- 12.1 (a) The regular work week for all unit employees will be forty (40) hours. The workweek shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday. The normal workday, except for those hired with a specific work schedule as a condition of employment, shall consist of five (5) eight (8) hour days, Monday through Sunday. No employee shall be permitted to work more than sixteen consecutive hours within a twenty four hour period.
- (b) Maximum consecutive work hours. After sixteen consecutive work hours have been completed by an employee, said employee shall be released from work duty for a period of not less than six hours. After said six-hour minimum release period, an employee may be recalled for additional work duty at the discretion of the department supervisor. Public Works shall be exempt according to the U.S. Department of Transportation Federal Motor Carrier Safety Regulations.
- 12.2 Meal Period. Each Employee shall have an unpaid meal period of not less than one half hour nor more than one hour.
- 12.3 Rest Periods. Each Employee shall have two paid fifteen-minute rest periods during the work day. The first rest period shall be taken, insofar as practicable, at about the midpoint of the morning between the commencement of work and the Employees meal period. The second rest period shall be taken, insofar as practicable, at about the midpoint of the afternoon between the conclusion of the one half hour meal period and the end of the normal work day.

12.4 Public Works, Solid Waste Division Regular Hours of Work. The Solid Waste Division shall have the following regular hours of work:

Thursday through Tuesday 7:00 am - 3:30 pm  
Wednesday 6:00 am - 2:30 pm

12.2 Public Works; Highway, Buildings and Grounds and Cemetery Division(s). The Employees employed in the Highway, Buildings and Grounds and Cemetery Division(s) shall have the following regular hours of work;

Monday through Friday Winter 7:00 am - 3:30 pm  
Monday through Friday Summer 6:00 am - 2:30 pm

12.3 Public Works, Office Hours. The Employees employed in the Public Works Office shall have the following regular hours of work:

Monday through Friday - 8:00 am - 5:00 pm - One hour lunch  
Monday through Friday - 8:00 am - 4:30 pm - One half hour lunch

12.4 Water & Sewer Department. The Employees employed in the Water & Sewer Department shall have the following regular hours of work:

Monday through Friday - 7:00 a.m. - 3:30 pm

Notwithstanding the foregoing schedule, employees shall work the following work schedule on a rotating basis:

Monday through Thursday - 7:00 a.m. - 3:30 pm  
Saturday - 4 Hours; Sunday - 4 hours

12.5 Schedules: Work schedules will continue in effect for the life of this Agreement unless there is reasonable cause for the Employer to adjust such schedules. The Town will post and provide one (1) month notice to the Union of any proposed schedule change, and upon request, shall meet with the Union prior to the scheduled date of implementation. The parties agree that the final step in the grievance procedure in relation to schedule changes shall be to the Board of Selectmen.

12.6 Alternative Work Schedules: Nothing herein shall prevent a bargaining unit member from requesting and receiving a modified work schedule subject to employer approval.

## ARTICLE 13: WAGES & SALARIES

- 13.2 Should at any time the Board of Selectmen implement a general cost of living increase and/or general merit increase for those non-represented Town employees covered by the Town Personnel Manual, the same cost of living increase and/or merit increase shall be given to bargaining unit members.
- 13.2.1 Effective and April 1, 2024 bargaining unit employees shall receive a three percent (3%) general wage increase or the wage increase amount given to unrepresented Town employees, whichever is higher, in addition to any wage increase due to step increment as outlined in Article 13.3.a.
- 13.2.2 Effective March 31, 2025 bargaining unit employees shall receive a three percent (3%) general wage increase or the wage increase amount given to unrepresented Town employees, whichever is higher, in addition to any wage increase due to step increment as outlined in Article 13.3.a.
- 13.2.3 Effective March 30, 2026 bargaining unit employees shall receive a three percent (3%) general wage increase or the wage increase amount given to unrepresented Town employees, whichever is higher, in addition to any wage increase due to step increment as outlined in Article 13.3.a.
- 13.3 New employees may be hired at any step within their salary range, allowing for previous experience to be taken into account. An employee shall be eligible to proceed through the steps of their salary range as follows:
- (a) Upon completion of each anniversary year of employment, an employee shall be eligible for a step increase, provided a satisfactory performance evaluation has been given for the previous year.
  - (b) Any employee denied an annual increment will be advised at least sixty (60) days prior to the anniversary date of employment and provided with the reasons for such action. The employee may grieve the decision under the grievance procedure set forth in this agreement.
- 13.4 Upon completion of one (1) year of service with the Town (including any probationary period), an employee shall be entitled annually to one (1) personal day off. Upon completion of five (5) years of service with the Town an employee shall be entitled annually to two (2) personal days off; upon completion often (10) years of such service, an employee shall be entitled annually to three (3) personal days off; upon completion of fifteen (15) years of such service, an employee shall be entitled annually to four (4) personal days off.

Personal days will accrue on January 1<sup>st</sup> each year and must be used in the calendar year in which they accrued. Unused days will not carryover, have no cash value upon separation and will lapse at the end of the calendar year.

Entitlement commences in the calendar year in which the required service is completed and is continuous until the calendar year in which the individual qualifies for a higher entitlement or terminates his/her service with the town.

Longevity pay will be paid on the first pay period in the month following the month of the employee's anniversary date.

#### ARTICLE 14: JOB DESCRIPTIONS

The job descriptions for each of the classifications covered by the Collective Bargaining Agreement shall be attached hereto as Appendix A.

#### ARTICLE 15: OVERTIME

15.1 Overtime. Overtime is work performed, upon direction of Supervisory staff, in excess of forty (40) hours in one workweek. Credit shall be given for all time paid but not worked during the workweek. Employees may elect overtime pay at one and one-half times the Employee's regular rate of pay or an employee may request compensatory time off at a rate of time and one half for all hours worked.

15.1.1 Employees may hold no more than forty (40) accrued compensatory hours at any time without Town Manager approval.

If an employee has more than forty (40) hours of accrued compensatory hours prior to ratification of this agreement then those additional hours shall not lapse. Such employee shall not be eligible to accrue any more compensatory hours until the balance is reduced below forty (40) hours.

15.2 No Offset of Overtime. No Employee shall be relieved of duty during his/her regular hours of work in order to compensate for or offset overtime hours worked outside of the Employee's regular work shift.

15.3 Distribution of Overtime. To the extent possible, overtime will be distributed as evenly as possible among the employees qualified to perform the particular job to be accomplished during overtime.

15.4 Payment of Overtime. Payment for all overtime worked shall be made in the Employee's regular paycheck for the pay period in which the overtime was worked. Payment for overtime worked on the last day of a pay period may be included in the following week's paycheck.

- 15.5 Call Back. Any Employee called back to work after having left the work premises, or called back to work on a scheduled day off, shall be guaranteed a minimum of not less than two (2) hours pay — if the employee exceeds 40 hours in the workweek due to the callback then the hours shall be computed as overtime, consistent with Section 1.
- 15.6 Water and sewer operators subject to recall through on-call status shall receive five (5) hours pay for the week that they are assigned to be on call. Any call outs shall be compensated as described in Section 5.

ARTICLE 16: HOLIDAYS

The following holidays are observed by the Town Meredith:

New Year's Day	January 1 <sup>st</sup>
Civil Rights Day	3 <sup>rd</sup> Monday in January
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>

- 16.1 Employees may exchange any paid holiday for paid time off on another day in the same pay period upon written request no less than two weeks prior to the scheduled day. Such written requests shall not be unreasonably denied.
- 16.2 Holidays may be exchanged in accordance with Administrative Regulation #6.
- 16.3 Holidays falling on a Sunday will be observed on the following Monday; Holidays falling on a Saturday will be observed on the preceding Friday. An employee who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday shall be given another scheduled work day off with pay or an additional day's pay at his/her regular rate of pay if funds are available.
- 16.4 Full-time employees who do not work on holidays will be paid for the holiday at the regular straight time rate (except those absent without pay on authorized leave of absence). Regular straight holiday time paid for holidays shall be considered actual time worked and shall be figured into overtime pay. Employees who work on holidays will be paid for the holidays, and

time and one-half for hours worked, but in no case will such employees be credited with less than two (2) hours of pay at the time and one half rate.

#### ARTICLE 17: HEALTH & DENTAL INSURANCE

17.1 Effective January 1, 2024, the Town will provide eligible regular full-time employees assigned to a 40-hour workweek with three options for health insurance benefits provided by HealthTrust. Eligible employees shall contribute towards the cost of the health insurance selected by them as follows:

Option #1- HMO Access Blue New England ABOS20/40/1KDED (RX 10/20/45)

The employee cost share shall be 10% towards the annual premium costs for the HMO Access Blue New England ABOS20/40/1KDED plan. Employee contributions shall be paid through equal weekly payroll deductions.

Option #2- HMO Access Blue New England AB20 (RX 10/20/45)

The employee cost share shall be 10% towards the annual premium costs for the HMO Access Blue New England AB20 plan. Employee contributions shall be paid through equal weekly payroll deductions.

Option #3- PPO Open Access OA20 (RX 10/20/45)

The Town shall only contribute up to the equivalent amount paid by the Town towards the HMO Access Blue New England AB20 plan. The remainder of the additional premium costs shall be paid by the employee and if the Town portion equals or exceeds the total cost of the plan then the employee portion is zero. Employee contributions shall be paid through equal weekly payroll deductions.

17.1.1 If the Town offers different health insurance plans to non-union town employees, the Union shall have the right to reopen the current agreement in order to replace or supplement current plans with the plan(s) offered to non-union town employees.

17.1.2 Effective January 1, 2024, the Town will no longer support a Health Reimbursement Account (HRA) however, employees with qualified medical expenses incurred under the previous Harvard Pilgrim plan will still be eligible for health reimbursement provided by the Town and/or third party administrator during the defined run out period.

17.2 Effective January 1 2024, the Town shall offer an opt-out benefit for regular full-time employees who have health insurance coverage through another means. The annual opt-out benefit shall be \$3,000 for a single plan, \$6,000 for a two-person plan, and \$9,000 for a family plan. Opt-out benefits will be payable on a pro rata basis in weekly paychecks as long as the employee remains employed and does not partake in health insurance coverage through the town. The employee must provide proof of alternate health insurance coverage to be eligible for opt-out benefits. Opt-out benefits shall not be considered earnable compensation for town and employee NHRS

contributions. If the Town increases opt-out benefits to non-union employees, the Town agrees to offer the same to union employees for the term of the agreement.

- 17.3 The Town reserves the right to change insurance carriers provided the level of benefit is similar to the plan provided on the date of signing of this agreement.
- 17.4 The Town provides dental benefits at no cost to all regular full-time employees. Coverage for spouses and dependents is also available at no cost to the employee. The plan offered will be the HealthTrust Delta Dental Plan Option 3. Specific conditions and benefits are in accordance with the plan summary. (Appendix B)

#### ARTICLE 18: LIFE INSURANCE

- 18.1 The Town provides basic life insurance with benefits for accidental death and dismemberment at no cost to all regular full-time employees assigned to 40-hour work week in the amount of \$100,000. Basic Life and AD&D insurance is reduced to 50% at age 70 and terminates at retirement. Specific conditions and the schedule of benefits are in accordance with the plan summary document attached herein as Appendix C.
- 18.2 The Town provides short-term disability insurance (STD) at no cost to all regular full-time employees assigned to a 40-hour week for non-work related accidents and illnesses to commence on the 9<sup>th</sup> consecutive calendar day of such accident or illness with a maximum benefit period of 13 weeks for 66.67% of the employee's regular base wage with a maximum weekly benefit of \$1,800.00. Specific conditions and benefits are in accordance with the plan summary document attached herein identified as Appendix D.
  - 18.2.1 An employee absent under this provision shall continue to receive all benefits covered by this agreement as if actively employed. Employees shall be required to pay their portion of health premiums and shall use all accrued paid leave, including but not limited to, vacation, sick, personal, and compensatory time to cover the difference between the insurance benefit and regular base wage.
  - 18.2.2 An employee on short-term disability may also qualify for protections under the Family Medical Leave Act (FMLA) and the periods of short-term disability and FMLA run concurrently.
- 18.3 The Town provides long-term disability insurance (LTD) at no cost to all regular full-time employees assigned to a 40-hour week for non-work related accidents and illnesses to commence upon conclusion of short-term disability benefits, for 60% of the employee's regular base wage with a maximum monthly benefit of \$6,000. Specific conditions and benefits are in accordance with the plan summary document attached herein identified as Appendix E.
  - 18.3.1 An employee absent under LTD shall continue to receive all benefits covered by this agreement as if actively employed. Employees shall be required to pay their portion of health

premiums and shall use all accrued paid leave, including but not limited to, vacation, sick, personal, and compensatory time to cover the difference between the insurance benefit and regular base wage. Once all accrued paid leave, including but not limited to, vacation, sick, personal, and compensatory time is exhausted all benefits covered by this agreement shall cease. The Town Manager will determine if the disability conditions warrant a continuation of leave or termination of employment.

18.3.2 An employee on long-term disability may also qualify for protections under the Family Medical Leave Act (FMLA) and the periods of long-term disability and any remaining FMLA time run concurrently.

18.4 The Employer agrees to maintain a sick bank program subject to the following conditions:

- a. Employees may elect to participate or discontinue participation during any benefits open enrollment period.
- b. Employees that elect to participate shall donate one (1) day of sick leave from the employees' available sick leave balance to the sick bank on January 1<sup>st</sup> each year
- c. Employees at any time thereafter may elect to contribute additional days of sick leave from the employees' available sick leave balance to the sick bank.
- d. Employees' seeking to withdraw sick leave days from the sick bank and transferred to their sick leave balance shall do so by written notice to the Town Manager after exhausting all other forms of paid leave (vacation, sick, compensatory, et al). Transfer of sick leave to the requesting employee shall occur no later than fourteen (14) days from the date of the notice.
- e. Sick leave days contributed to the sick bank shall have an equal value. A day withdraw from the sick bank shall be worth 8 hours for employees on a 40 hour workweek regardless of the work schedule(s) or hourly wage rate(s) of participant(s) contributed sick leave days.

#### ARTICLE 19: WORKER'S COMPENSATION INSURANCE

19.1 The Town of Meredith provides insurance to compensate employees for occupational injuries or illness pursuant to the provisions of RSA 281 -A, the New Hampshire Worker's Compensation Law. This insurance coverage protects employees from a loss of income and pays medical expenses, resulting from a workplace accident or injury.

#### ARTICLE 20: VACATIONS

20.1 Regular full-time Employees are eligible for paid vacation. Temporary or seasonal employees are not entitled to paid vacation time. Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's current hire date. No part of an employee's scheduled vacation may



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

- 20.2 Vacation leave shall be accrued at the following rates for full-time employees beginning with their first full month of employment:

Years of Employment	Monthly Accrual (hours)	Annual Accrual (days)
Less than three (3)	8	12
Three (3) or more but less than ten (10)	10	15
Ten (10) or more but less than twenty (20)	12	18
Twenty (20) or more	14	21

Probationary employees may not take vacation time unless approved by the Town Manager.

- 20.3 Vacation leave shall be used at the rate of eight hours of paid leave for each normal workday for which the employee is absent. Vacation leave may be used in increments as desired by the employee and approved by their supervisor. Vacation leave may not be used in advance of accrual. Use of vacation leave at a particular time is contingent upon whether the employee's services can be spared at, and during the time requested, subject to the approval of the supervisor.
- 20.4 Employees shall submit their vacation requests as early as possible in the calendar year, and in any case, at least two weeks before a requested starting date. In cases where too many requests are made for a particular time for all to be approved, employees with the earliest request with sufficient accrued vacation leave shall be given preference.
- 20.5 An eligible employee who resigns, is discharged or retires will promptly thereafter receive the unused vacation allowance to which they may then be entitled. In the case of eligible employees who die, a vacation pay allowance will be made accordingly.
- 20.6 All paid vacation leave may accumulate up to a maximum of two hundred and forty (240) hours of such leave and carried into the next year. Any earned vacation in excess of 240 hours that is unused at the end of the calendar year shall be forfeited.
- 20.7 An employee may redeem up to five (5) vacation leave days, at a rate of one hundred (100%) percent of the employee's regular rate of pay, once per year. Redemption requests shall be submitted by the employees no later than October 1<sup>st</sup> each year. Payment shall occur in the first pay period in the month of December.

#### ARTICLE 21: SICK LEAVE

- 21.1 Full-time employees shall accrue sick leave at the rate of eight (8) hours per month, of service to the Town, to an annual total of twelve (12) days each calendar year.
- 21.2 Unused sick days may accumulate from year to year, but shall not exceed four hundred and eighty (480) hours. Any earned sick days in excess of 480 hours that are unused at the end of the year shall be forfeited.
- 21.3 Three (3) days of sick leave may be traded for one (1) vacation day to a maximum of five (5) vacation days per year (only after a bank of ten (10) sick days has been retained).
- 21.4 Upon termination from employment for any reason other than dismissal for just cause, an employee shall receive payment in a sum equal to one-third (1/3) the remaining earned sick leave days.
- 21.5 An employee may utilize his/her sick leave for the following purposes:
  - a. Personal illness.
  - b. Serious illness of the immediate family where the employee's attendance is required.
  - c. Doctor, dental or other health care appointments for the employee or immediate family members for whom the employee is responsible.
  - d. To provide full wage benefits in the event that the employee receives coverage under the employers Short Term Disability (STD) or Long Term Disability (LTD) program(s). An employee may elect to use sick leave in whole or partial days in order to ensure they receive full wages.
- 21.6 Sick leave shall be charged in no less than one-half hour increments.
- 21.7 Department Heads or their designees have authority to grant sick leave for the purposes herein stated. A certifying statement from an examining physician may be required when, for reasonable cause, the Town believes that the employee's use of sick leave does not conform to the reasons and requirements for sick leave use set forth in this Agreement. Failure to provide such verification, if requested, may result in loss of pay for the leave taken. Further disciplinary action may also be taken, up to, and including, dismissal.
- 21.8 The Town reserves the right to require any employee who is ill or disabled and who desires to work to:
  - (a) Furnish an examining Physician's certification that the employee is able to perform the duties of his/her job, or
  - (b) To submit to a medical examination by a physician chosen by the Town and at the Town's expense, or both.

- 21.9 In order to receive pay for sick days, an employee must notify their Department Head, 'or designee, within one half hour before the normal start of the employee's workday, unless unable to do so.
- 21.10 Employees who do not report to work due to illness must contact their Supervisor on a daily basis relative to the need for and status of their absence, unless otherwise directed.
- 21.11 An employee may, at his/her option, participate in the Town Sick Leave Bank (see Administrative Regulation #15). This option is available to new employees upon hire. In addition, there shall be an open enrollment period each calendar year should an employee opt to participate at a later date.
- 21.12 The Town agrees to, grant FMLA in accordance with existing Town Policy.

#### ARTICLE 22: MILITARY LEAVE

- 22.1 The Town will grant leaves of absence without pay to regular full-time employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States.
- 22.2 An employee in the military reserve will be afforded the required time off to complete his/her training and drill obligations. The employee must present a copy of his/her official order or instructions to the Town Manager. This information will be made a part of his/her permanent personnel record.
- 22.3 The Town of Meredith will comply with re-employment rights prescribed by law when an employee enlists or is recalled to active Armed Forces Duty, for a time period beyond normal annual training and drill obligations.
- 22.4 Upon return from military leave of absence, the employee's rate of pay and other benefits will remain the same as if the employee had worked continuously with the Town in the job held when such leave was granted. The employee shall notify the Town Manager of his/her availability to return to work.
- 22.5 Upon return from military leave of absence, every effort will be made to place the employee in his/her previous position. In the event that the employee's previous position has been filled, he/she will be placed in a position with comparable status, pay and responsibility.

#### ARTICLE 23: JURY DUTY

- 23.1 An employee who is summoned and reports for jury duty, as prescribed by applicable law, will be granted paid leave at their regular rate of pay. The employee will submit to the Town the daily jury duty fee paid by the Court or agency (not including travel allowance or reimbursement of expenses or lodging). The Employee must show the Jury summons to their Department as soon as notice is received.

- 23.2 While serving jury duty, the employee shall notify his/her Supervisor on a daily basis of the status. If an employee is excused from jury duty during regular working hours, he/she shall return to work.

#### ARTICLE 24: BEREAVEMENT LEAVE

- 24.1 Employees bereaved by the death of a relative will be granted time off from work without loss of pay in accordance with the following:
- 24.2 In the event of the death of a member of the employee's immediate family, the employee will be granted up to three (3) days off with pay, one of which shall be the date of the funeral. Immediate family includes spouse, children (natural or adopted), stepchildren, parents, parents-in-law, brothers, sisters, stepparents, stepbrothers, stepsisters, grandparents and grandchildren of the employee.
- 24.3 Additional unpaid time off due to bereavement may be granted for a specified and limited period of time with the approval of the Town Manager. Employees seeking such additional unpaid time off must demonstrate the need for the time off.
- 24.4 In the event an employee is on paid vacation at the time of the death of the relative, the bereavement leave will not be charged against the employee's vacation credit. Additional vacation days may be granted to compensate for those days used as bereavement leave.

#### ARTICLE 25: ADMINISTRATIVE LEAVE

- 25.1 The Town Manager may grant paid administrative leave to employees. Examples could include, but not necessarily be limited to, extreme weather conditions, disaster and days of national mourning or celebration.

#### ARTICLE 26: PROMOTIONS & JOB POSTINGS

When Management determines that a vacant position in this bargaining unit is to be filled, the following procedures shall apply:

- 26.1 Employees will be notified, via e-mail, as to the title of the open position, the location, salary range, closing date of application, job description and minimum qualifications.
- 26.2 Applications will be solicited internally for a period of 5 days following said announcement.
- 26.3 Positions shall be filled by selection from among the qualified applicants who are employees under this agreement. In the event two or more equally qualified applications meet the criteria, seniority will be the basis for appointment.
- 26.4 If it is determined that there are no qualified internal applicants, then the position may be filled externally.

- 26.5 The parties agree that the final step of the grievance procedure in relation to this article shall be to the Board of Selectmen.
- 26.6 Nothing in this article shall Prevent Management from soliciting applications simultaneously from internal and external candidates.

#### ARTICLE 27: LAYOFF & RECALL

- 27.1 The Town reserves the right to lay off any employee, without discredit to the employee, if circumstances dictate that such layoff is necessary for the public's best interest. Decisions that such layoff is necessary shall be made by the Town Manager.
- 27.2 In the event a layoff occurs within a pay position group; if skill, qualifications and ability are equal, length of service shall be the determining factor.
- 27.3 An employee, if qualified therefore, shall be offered a lower paid position if a vacancy in such a position exists. Acceptance of such a position shall in no way prejudice the employee's return to his/her former position, should rehiring take place.
- 27.4 No employee shall be laid off without at least two weeks' notice.

#### ARTICLE 28: SENIORITY

- 28.1 An employee's seniority shall be the length of continuous service from the date of hiring, and shall be calculated on the basis of years, months and days of service. Should there be a voluntary interruption or break in service of greater than five (5) working days, seniority shall commence as of the date of last hiring. Should the break in service be due to a reduction in force, prior seniority will be returned upon re-entrance into full time employment.
- 28.2 Seniority List. The Town shall establish and maintain a seniority list which list shall be subject to amendment from time to time as circumstances warrant. Employees shall be listed in the order of their decreasing seniority according to their date of hire. The list shall also state each employee's job classification and the Department and Division to which the employee is assigned.
- 28.3 Division Seniority List. The Town shall also establish a Division seniority list which list shall be subject to amendment from time to time as circumstances warrant. Employees shall be listed according to their decreasing seniority within the Division to which they are assigned by classification. Seniority for all work within the Division shall be determined by the Division seniority list.

#### ARTICLE 29: DISCIPLINE

- 29.1 The parties agree that the Town shall have the right to discipline employees for just cause, which cause shall not be arbitrary, capricious or discriminatory. An employee may be

disciplined by verbal reprimand, written reprimand, suspension or dismissal. In each instance, the disciplinary action taken will be just and in proportion to the seriousness of the violation and will be imposed in a timely manner.

- 29.2 Where an employee alleges that he/she has been disciplined in violation of clause 29.1 ,the employee may, within ten (10) working days of the disciplinary action taking place, invoke the grievance procedure as set out in this agreement. The parties agree that the final step of the grievance procedure in relation to verbal and written warnings shall be to the Board of Selectmen. The final step of the grievance procedure in relation to suspension or dismissal shall be Arbitration.
- 29.3 a) For the purposes of this Article, there shall be only one official personnel file, the location of which the employee shall be advised,
- b) No document entered into an employee's personnel file without his/her knowledge will be used as grounds for any disciplinary action.
- 29.4 Where the Town pre-arranges a meeting with an employee for the purpose of discussing impending disciplinary action as per 29.1 hereof, the employee shall be advised in advance in order that the employee may arrange to have a Union representative attend the meeting. The parties agree that in all cases the principles of "Weingarten" and "Garrity" and other applicable case law shall be observed.
- 29.5 Nothing in this article shall be construed as diminishing the Employee's, or the Town's rights under State or Federal Law for items that arise outside the scope of this agreement.

#### ARTICLE 30: GRIEVANCE PROCEDURE

- 30.1 The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees or any provision of the Agreement.
- 30.2 A grievance is defined as a dispute or difference of opinion raised by an Employee covered by the Agreement, or by the Union or the Town involving the meaning, interpretation or application of the express provisions of the Agreement. A grievance must be in writing and must state the specific provision in this Agreement that has allegedly been violated. Further, the specific relief sought must be indicated by the party 'raising such grievance.
- 30.3 The grievance must be filed within ten (10) working days of the alleged violation or of the grievant's first knowledge thereof.

- 30.4 Grievance Steps                      Step 1 - Immediate Supervisor  
    Step 2 -Department Head  
    Step 3 - Town Manager  
    Step 4 - Board of Selectmen  
    Step 5 — Arbitration
- 30.5 Grievances shall, wherever possible, be heard at each step of the grievance procedure within ten (10) working days of receipt by the person involved at that step. A decision shall be rendered in writing to the grievant within ten (10) working days of the close of the hearing. Any appeal of the decision shall be in writing to the next level within ten (10) working days.
- 30.6 Where a grievance has been referred to Arbitration, a decision shall be rendered in writing by the Arbitrator to the parties and to the grievant within thirty (30) calendar days of the close of the Arbitration Hearing.
- 30.7 In any case where a decision is not received within the specified time, the grievant may automatically appeal to the next level.
- 30.8 In any case where a grievant fails to appeal a decision within the specified time, the last decision shall be considered final and the grievance resolved.
- 30.9 The decision of the Arbitrator shall be binding upon both parties.
- 30.10 If the Union and the Town are unable to mutually agree upon an Arbitrator, the Union shall ask the New Hampshire Public Employee Labor Relations Board to provide the parties with a list of seven (7) arbitrators. An arbitrator shall be chosen by the Union and the Town alternately striking one name at a time from the list, the last remaining candidate shall be the arbitrator.
- 30.11 All expenses charged by the arbitrator shall be divided equally between the parties. Each side shall be responsible for the costs of any witnesses it may call.
- 30.12 In any case where the rights of the Union as opposed to the rights of the Employees are affected, the Union may file a grievance in its own name through any of its agents or officers. A grievance initiated by the Union against the Town shall be filed directly with the Town Manager.
- 30.13 A Union Staff Representative may substitute for the Steward and vice versa in the various steps of this procedure.
- 30.14 Either or both parties shall have, upon written notice, one (1) automatic three (3) work day time extension. Said time extension is available once for each side in any single grievance case. Any other time limits may be extended by mutual agreement.

30.15 As used herein, "working day" shall mean Monday through Friday, excluding holidays listed in Article 16.

#### ARTICLE 31: UNIFORMS, BOOTS AND SAFETY GLASSES

31.1 Uniforms, Boots and Safety Glasses shall be distributed and administered in accordance with Administrative Regulation #27. The parties agree that the Boot Allowance shall be \$250 gross and paid in a separate check in the first pay period after April 1<sup>st</sup> each year.

31.2 The Employer agrees to notify the union of any proposed changes to the existing regulation, and, if requested, will meet and confer with the union prior to implementing any changes.

#### ARTICLE 32: MISCELLANEOUS

32.1 All rules and regulations of the Town of Meredith and amendments thereto shall be reduced to writing and sent via electronic means to all employees.

32.2 Employees shall be reimbursed for the loss of or damage to, as a result of official duties, any personal property which is not provided by the Town, and which the Employee must provide to do their job, except for insurance reimbursements received by the Employee. Personal motor vehicles used by the Employee must be insured with the insurance coverage and use of the motor vehicle, approved by the Town prior to any use of the personal motor vehicle. Employees shall notify and obtain written approval from the Town for any such personal property they intend to use.

32.3 Any Employee who is required to use their personal vehicle for Town business shall be paid for all miles driven at the rate allowed by the Internal Revenue Service for Federal tax purposes.

32.4 Any employee who is required to travel away from their normal work site on Town business for any purpose shall be reimbursed for any and all reasonable meal, travel and lodging costs associated with such travel, not including mileage which is covered above. Only meals which occur outside the Employee's normal work hours shall be reimbursed, except when the employee is attending a day long program where the meal is not provided.

32.5 The Parties agree that at no time shall cameras be hidden from view that record or view employee work areas.

#### ARTICLE 33: STABILITY OF AGREEMENT

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

#### ARTICLE 34: NOTICES



34.1 Whenever a legal notice is required to be given by the Town to the Association, such notice shall be given to the President of the SEANH/SEIU Local 1984 with offices in Concord, New Hampshire.

34.2 Whenever written legal notice is required to be given by the Association to the Town, such notice shall be given to the Town Manager with offices in Meredith, New Hampshire.

ARTICLE 35: DURATION AND RE-OPENING

35.1 This agreement shall remain in full force and effect from the date of signing through December 31, 2026.

35.2 Renegotiation of this agreement will be affected by written notification by one party to the other at least one hundred and twenty (120) days prior to the termination of this agreement. Negotiations shall commence within two weeks of receipt of such notice.

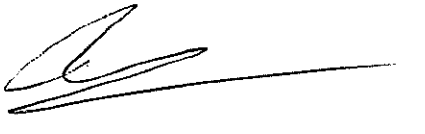
In witness whereof, the parties hereto have caused these their duly authorized officers and representatives, this day 2024.



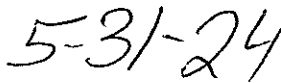
Neil Smith, Field Representative  
SEA of NH, Inc., SEIU Local 1984



Date



Troy R. Brown, Town Manager  
Town of Meredith, NH



Date



# APPENDIX A

## **Job Descriptions**

**MEREDITH, NH**  
**2001 / Revised 2004**

## **CEMETERY SEXTON**

### **JOB SUMMARY**

Manages the Town cemeteries and their related administration, care, and maintenance programs.

### **SUPERVISION RECEIVED**

Works under the general supervision of the Public Works Operations Manager who outlines general policies and guidelines, periodically reviews work, and approves expenditures. Also confers with Public Works Operations Manager when unusual problems arise.

### **SUPERVISION EXERCISED**

Supervises, assigns work to, and instructs seasonal employees.

### **EXAMPLES OF ESSENTIAL DUTIES**

(The listed examples are illustrative only and may not include all duties found in this position.)

1. Supervises and performs opening and closing of graves.
2. Maintains accurate and complete cemetery records; enters data into computer; prepares invoices.
3. Coordinates requests from funeral directors to insure that burial ceremonies are accomplished in a dignified manner.
4. Lays out and installs memorials and monument foundations.
5. Meets with the public in relation to the purchase of plots and informs them of cemetery care and maintenance; assists public with locating gravesites. Acts as liaison between funeral directors, the bereaved, vault companies, etc.
6. Supervises and performs grounds maintenance of all Town cemeteries by planting, weeding, removing brush, pruning, mowing, and raking; operates mowers and tractors; repairs equipment as necessary.
7. Supervises and instructs seasonal per diem employees; plans and assigns work to employees.

8. May use trucks, backhoe, and mowing and trimming equipment in performing duties.
9. Assists Public Works highway crew in snow removal and with winter maintenance.

Performs other related duties as required.

### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

Thorough knowledge of cemetery procedures, maintenance, and laws; thorough knowledge of landscaping and turf management techniques. Knowledge of light and heavy equipment operation, including trucks, backhoes, and snow removal equipment. General knowledge of insecticide and pesticide applications. Basic knowledge of record keeping and bookkeeping. Ability to supervise and coordinate and plan work for subordinates; ability to assist general public during times of extreme personal hardship; ability to use simple hand tools and power tools; ability to perform simple and routine manual labor; ability to perform prolonged heavy physical labor under adverse weather conditions; ability to perform a variety of manual tasks or to perform one routine job for prolonged periods; ability to establish and maintain effective working relationships with other Town agencies, employees, and the general public.

### **MINIMUM QUALIFICATIONS REQUIRED**

Possession of a high school diploma or equivalent with six years experience in maintaining cemeteries and grounds, including performing burials; possession of a valid New Hampshire driver's license; possession of sufficient physical ability to perform the required tasks; OR any combination of education and experience which demonstrates the possession of the required knowledge, skills, and abilities.

### **PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS**

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

For communicating with others, talking is required; for receiving instructions from others, hearing is required; for doing the job effectively and correctly, sight is required; and for detecting odors of noxious fumes and gases, smelling is required. Required to use hands to finger, handle, and feel objects, tools, or controls; required to reach with hands and arms. May be regularly required to exert significant physical effort such as lifting and carrying heavy equipment and materials (often over 50 pounds). Regularly works outdoors under varying and extreme weather conditions for extended hours; employee may be exposed to fuels, lubricants, solvents, fluids, and paints. Work requires standing and considerable walking on rough, wet, slippery surfaces, including dirt, asphalt, and concrete. Frequent exposure to continuous noises; exposure to minor injuries such as cuts and bruises; exposure to long periods of sunlight; poisonous plants, and insects and bees.

**Meredith, NH  
2007**

## **CHIEF MECHANIC**

### **JOB SUMMARY**

Performs skilled and specialized mechanical work in the maintenance and repair of all Town automotive and public works equipment as well as highly responsible administrative and supervisory work of a technical nature involving scheduling, control and expediting of automotive and other public works equipment service, maintenance and purchasing. Responsible for the maintenance and control of the Public Works Highway garage including the tools, parts and inventory. Maintain detailed and complete computer records for maintenance and inventory of complete town vehicle fleet.

### **SUPERVISION RECEIVED**

Works under the general supervision of the Public Works Director, who provides general policy and guidelines. Work is performed independently, requiring considerable judgment and resourcefulness in the planning and scheduling of work and in purchasing and ordering parts and equipment.

### **SUPERVISION EXERCISED**

Exercises general supervision over the mechanics, assigning and scheduling their work; provides any necessary training or instruction; schedules equipment maintenance; reviews the work performed by mechanics and does mechanics annual performance evaluations.

### **EXAMPLES OF ESSENTIAL DUTIES**

(The listed examples are illustrative only and may not include all duties for this position.)

1. Plans, performs and supervises the maintenance and repair of automotive equipment such as various trucks, tractors, front end loaders, graders, backhoes, fire trucks, police cruisers, trash trailers and other heavy equipment and small equipment such as lawnmowers and chainsaws. Tracks parts, repairs, inventory and scheduled maintenance of all equipment via computer program.
2. Welds and modifies equipment and fabricates parts as necessary or as directed.
3. Sets up trucks with lights and radio equipment and police cruisers and fire trucks with lights, sirens and radio equipment.

4. Trains and instructs personnel in equipment maintenance practices and procedures; establishes operating policies and procedures for vehicles and equipment.
5. Obtains quotes, orders, records and stocks all necessary repair parts, accessories and equipment; performs work necessary for the proper recording of parts, inventory and work order records, etc. and tracks on computer. Reviews work orders for correct parts, prices and vehicle information; submits quotes, purchase order requests, invoices and work orders to public works office in a timely manner for billing and payment.
6. Assists in budget preparation for the department by recommending to the Public Works Director the necessary replacement of/or major repairs for vehicles, major equipment and machinery.
7. Performs major repairs by disassembling and replacing worn or broken parts, assembling, repairing, adjusting or replacing gasoline and diesel engines, clutches, transmissions, drive trains, rear and front ends, suspension systems, electrical and ignition systems, brakes, hydraulic and pneumatic equipment, cooling systems, exhaust and pollution control devices and accessory power equipment and maintenance and repair of solid waste trash trailers. Safe use of a variety of hand and power tools is required.
8. Performs minor and major tune-ups of electrical and fuel systems, using test equipment such as volt meters, etc. Installs lights, light brackets, mirrors, and other accessories; installs, repairs and replaces snow plowing and sanding equipment.
9. Performs emergency maintenance and repairs on vehicles on site on the road, as necessary, under varying inclement weather conditions and sometimes hazardous road conditions.
10. Must be capable of operating all equipment and vehicles as necessary to ensure they are properly functioning.
11. Performs other related duties or task as necessary or as assigned.

#### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

Thorough knowledge of safe standard shop practices, methods, tools and machines of the various skilled mechanical trades; thorough knowledge of design, operation and repair of automotive and specialized highway equipment, gasoline and diesel engines, light and heavy duty equipment, hydraulic and accessory power equipment, electrical and mechanical operations and hydraulic systems, snow plowing and sanding equipment and warehousing and stock control procedures; must be knowledgeable of all of traffic laws.

Considerable knowledge required of the principles and practices of operating and servicing heavy duty equipment and trucks, use of repair manuals, regulations and safety procedures relating to equipment operations; skilled in the use of mechanics tools, materials and equipment; skill in metal fabrication; ability to plan, assign, schedule and supervise the work of skilled and semi-skilled workers and to advise them on technical and mechanical difficulties; able to follow detailed oral and written instructions, technical manuals and schematics; ability to diagnose mechanical defects and determine parts and adjustments necessary for repair; ability to complete reports and maintenance records as required and the ability to plan and work within department budgetary constraints.

### **MINIMUM QUALIFICATIONS REQUIRED**

Graduation with a diploma from a high school or technical school with training in automotive mechanics or other mechanical training, (Associates Degree in Automotive Mechanics preferred), plus at least eight years of progressively responsible experience in mechanical maintenance work, two years of which have been in a supervisory capacity or in a lead worker capacity, the ability to prepare and maintain a variety of records, with computer knowledge and knowledge of fleet maintenance programs OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities. Must possess a valid CDL-B license

### **PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS**

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable an individual with certain disabilities to perform the essential functions of the position.)

For communicating with others talking is required; for receiving and taking instructions from others hearing is required; for doing the job effectively and correctly sight is required; for detecting noxious fumes and leaks smelling is required. Required to use hands to finger, handle, lift and feel objects or controls; required to reach with arms and hands. May be required to exert significant physical effort such as lifting and carrying heavy equipment and materials up to 75 pounds. Work is performed in an auto shop/garage and frequently out of doors in varying inclement weather conditions in dirty and often greasy and slippery places; performs emergency vehicles and equipment repairs on site and under sometimes hazardous road conditions. Frequently, work is performed in a cramped position and employee may be exposed to fuels, fluids, fuel exhaust, solvents and paints in addition to noise from operating motors and engines. Work requires standing and considerable walking with the possibility of cuts from sharp edges tools and parts and possible burns from hot surfaces of engine exhaust pipes and systems.



**MEREDITH, NH  
2001**

**HEAVY EQUIPMENT MECHANIC**

**JOB SUMMARY**

Performs skilled work in the maintenance and servicing of all Town vehicles, equipment, and tools, including performing field adjustments and emergency repairs. Is responsible for ensuring that all Town assets are maintained in a reliable, safe, efficient, and economically sound manner in accordance with approved maintenance specifications.

**SUPERVISION RECEIVED**

Works under the general supervision of the Public Works Director who approves expenditures and replacement of equipment. Work is reviewed by conferences, by observation of effectiveness of work performed, by inspection of equipment, and by adequacy of completed reports.

**SUPERVISION EXERCISED**

None.

**EXAMPLES OF ESSENTIAL DUTIES**

(The listed examples are illustrative only and may not include all duties found in this position.)

1. Performs routine and specialized maintenance of all equipment and tools in the most cost effective and safe manner. Records associated costs of maintenance. Schedules sequences for maintenance.
2. Performs repair work, including mechanical, electrical, and hydraulic system repairs, and welding and fabrications.
3. Performs preventative maintenance and State inspections on vehicles.
4. Orders parts and stock as needed; confers with salespeople about product lines.
5. Confers with Public Works Director about budgeting and vehicle and equipment repair and replacement costs.
6. Operates equipment and trucks as needed; performs snow removal as needed.

7. Responds to emergency calls after normal working hours as needed.

Performs other related duties as required.

### **KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED**

Thorough knowledge of the standard shop practices, use, methods, materials, care, and maintenance of all tools and equipment used in the heavy equipment mechanics profession; thorough knowledge of the repair of light and heavy duty gasoline and diesel equipment. Knowledge of the hazards and safety precautions common to the maintenance and repair of machinery and equipment; knowledge of State laws and regulations pertaining to motor vehicle operations and the spillage law. Skill in the use of all tools, methods, and materials used for maintenance and construction work. Ability to diagnose mechanical defects and determine parts and adjustments necessary to repair the equipment; ability to operate a grader, dump truck, backhoe, loader, bulldozer, snow removal equipment, and sander; ability to operate light and heavy duty equipment; ability to perform frequent strenuous physical effort under adverse weather conditions; ability to read and follow State and local laws, rules, regulations, and policies and procedures; ability to read and interpret work orders and plans; ability to detect errors in equipment operations and maintenance; ability to understand and follow detailed oral and written instructions, technical manuals, and schematics; ability to establish and maintain effective working relationships with supervisors and the public.

### **MINIMUM QUALIFICATIONS REQUIRED**

High school or technical school diploma or equivalent with training in automotive mechanics; progressively responsible experience in mechanical maintenance work; five years experience; possession of a valid CDL-B or the ability to acquire same within three months of employment; ability to pass a pre-employment physical; OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills, and abilities.

### **PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS**

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

For communicating with others, talking is required; for taking instructions from others, hearing is required; for doing the job effectively and correctly, sight is required; and for detecting unusual odors that indicate the presence of harmful exhaust and gas fumes, the incorrect operation of equipment, etc., smelling is required. Required to use hands to finger, handle, and feel objects, tools, or controls; required to reach with hands and arms. Strenuous physical effort demanded in heavy lifting and carrying (up to 75 lbs.) and in

performing work, sometimes under hazardous road conditions, in varying weather conditions with exposure to excessive noise, noxious fumes and gases, toxins, paints, caustic chemicals, fuels, lubricants, solvents, and other fluids, as well as dirt, dust, grease, and other disagreeable materials; physical demands include traversing rough terrain and climbing in and out of heavy machinery; exposure to minor injuries such as cuts and bruises, periods of sunlight, poisonous plants, and insects and bees.



Town of Meredith  
41 Main Street  
Meredith, NH 03253  
www.meredithnh.org

<b>Job Title:</b>	Buildings & Grounds Laborer
<b>Department:</b>	DPW
<b>Reports to:</b>	DPW Operations Manager
<b>Salary Grade:</b>	Grade 3
<b>Revision Date:</b>	April 2024
<b>FLSA Status:</b>	<b>Type of position:</b>
<input checked="" type="checkbox"/> Non-exempt <input type="checkbox"/> Exempt	<input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> Temp/Seasonal Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Temp/Seasonal Part-Time
<b>Job Summary</b>	
Performs routine year-round maintenance and repair of Town recreation areas, buildings, and facilities. This includes regular and seasonal maintenance as well as snow plowing and removal.	
<b>Supervisory Responsibilities</b>	
None	
<b>Duties and Responsibilities</b>	
<ul style="list-style-type: none"><li>▶ Removes trash from Town docks, parks, buildings, and other Town receptacles; picks up trash along Town roads, sidewalks, and parking lots.</li><li>▶ Cleans and stocks public restrooms and washes Town vehicles.</li><li>▶ Maintains Town grounds by mowing lawns, cutting and trimming shrubs, weed-wacking, and watering flowers. Also rakes leaves, plants trees and flowers, and removes dead trees and branches.</li><li>▶ Installs picnic tables and trash containers on Town properties.</li><li>▶ Keeps walkways clear of snow and ice during colder months, salts and/or sands walkways as needed, shovels snow from Town buildings' roofs, plows snow from Town parking lots, erects holiday lights.</li><li>▶ Assembles, moves, and installs Town furniture, air conditioners, etc.</li><li>▶ Performs routine maintenance to Town buildings as instructed, including painting, minor carpentry, electrical, and plumbing.</li><li>▶ Cleans, services, and makes minor repairs and adjustments to heating and ventilating systems; makes minor plumbing and electrical repairs; replaces light bulbs, etc.</li><li>▶ Assists Highway Department with road projects as needed and assists in construction projects.</li><li>▶ Installs Aqua-Therms and performs dock maintenance.</li><li>▶ Assists the Cemetery Sexton with general upkeep and grounds maintenance as needed.</li></ul>	

**Required Skills and Abilities**

Knowledge of methods, materials, and equipment used in parks, grounds, and landscape maintenance; knowledge of turf care; knowledge of general building maintenance. Ability to operate lawn mowers, trimmers, weed-whackers, snow blowers, chain saws, hand tools, and various power equipment; ability to operate Town vehicles; ability to perform minor carpentry, electrical, masonry, plumbing, and heating repairs; ability to recognize need for repairs; ability to follow oral and written instruction; physical ability to perform the essential functions of the position; ability to establish and maintain effective working relationships with department heads, Town employees, and the general public.

**Education and Experience**

High school diploma or equivalent; some construction and building and grounds maintenance experience; possession of a valid driver's license; OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills, and abilities.

**Physical Requirements/Work Environment**

For communicating with others, talking is required; for taking instructions from others, hearing is required; and for doing the job effectively and correctly, sight is required. Required to use hands to finger, handle, and feel objects, tools, or controls; required to reach with hands and arms. Physical effort necessary in performing duties requiring walking, standing, bending, and lifting. May be required to exert significant physical effort such as lifting and carrying heavy equipment and materials (frequently up to 50 pounds and occasionally 75-100 pounds). Regularly works outdoors under varying and extreme weather conditions; employee may be exposed to disagreeable factors such as dust, dirt, and chemical fertilizers. Work requires standing and walking on rough, wet, slippery surfaces, including dirt, asphalt, and concrete. Exposure to minor injuries such as cuts and bruises; exposure to long periods of sunlight, poisonous plants, and insects and bees.

I have read this job description and understand the responsibilities and requirements of this position.

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Employee Signature & Date

\_\_\_\_\_  
Supervisor Signature & Date

*The above job description is not all encompassing. Needs and requirements may vary according to business needs or necessity.*



Town of Meredith  
41 Main Street  
Meredith, NH 03253  
www.meredithnh.org

<b>Job Title:</b>	Maintenance III
<b>Department:</b>	Public Works
<b>Reports to:</b>	Public Works Director
<b>Salary Grade:</b>	Grade 6
<b>Revision Date:</b>	August 2022
<b>FLSA Status:</b>	<b>Type of position:</b>
<input checked="" type="checkbox"/> Non-exempt <input type="checkbox"/> Exempt	<input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> Temp/Seasonal Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Temp/Seasonal Part-Time
<b>Job Summary</b>	
Performs skilled work in the operation of all heavy-duty trucks and equipment and in the performance of allied duties involving the construction, repair, cleaning, and maintenance of Town roads, drainage systems, parks, and other facilities. Performs semi-skilled work on construction and maintenance projects and may undertake manual labor tasks incidental to the operation of assigned equipment, such as loading and unloading of materials.	
<b>Supervisory Responsibilities</b>	
None	
<b>Duties and Responsibilities</b>	
<ul style="list-style-type: none"><li>▶ Operates one or more of the following pieces of equipment: backhoe, grader, York rake, front-end loader, roller, bucket truck, street sweeper, snowplow and wing, or a similar piece of equipment. Services equipment and makes minor field repairs and adjustments; reports need for repairs to supervisor.</li><li>▶ Performs various semi-skilled tasks essential to public works and utilities operations such as mowing, sweeping, raking, digging, clearing culverts, etc. when not engaged in equipment operation. Lays asphalt and patch and lines streets. Operates jackhammer.</li><li>▶ Operates dump, flat bed, and trucks and trailers in picking up and delivering materials, debris, and supplies; services vehicles with gas, oil, and water, and performs minor maintenance work; notifies supervisor of any repair needs, operates trucks on road maintenance and street construction work hauling cold patch, gravel, sand, and rocks.</li><li>▶ Designs, constructs, and finishes road barricades and sign easels; designs, constructs, and installs office shelving, cabinets, furniture, and room dividers; repairs, modifies, and installs doors and windows.</li><li>▶ Operates on an emergency and seasonal basis, trucks and equipment for winter snow removal, including plowing and hauling snow and spreading salt and sand. Performs other seasonal clean-up operations such as operating tractors, trimming trees, laying pipe, building and cleaning culverts and catch basins, erecting snow fences, building retaining walls, repairing fences; planting trees, mowing roadside, sweeping sidewalks, painting roads, making and erecting road signs, patching roads, and maintaining and reconstructing roads in the spring, summer, and fall. Installs and removes docks and ramps; repairs docks.</li></ul>	

**Required Skills and Abilities**

Knowledge of the functions, operating methods, and care required in the use of heavy duty equipment in public works projects; knowledge of the maintenance requirements of heavy duty equipment; knowledge of the work hazards, safety practices, and traffic laws relating to maintenance and construction equipment. Skill in the operation and care of heavy maintenance and construction equipment. Ability to drive heavy duty trucks and equipment; ability to use simple hand tools and power tools; ability to perform simple and routine manual labor; ability to perform prolonged heavy physical labor under adverse weather conditions; ability to perform a variety of manual tasks or to perform one routine job for prolonged periods; ability to understand and follow oral and written instructions; ability to maintain effective working relationships with supervisors, employees, and the public.

**Education and Experience**

Possession of a high school diploma or equivalent; four years winter maintenance and backhoe experience; possession of a valid CDL-B; possession of sufficient physical ability to perform the required tasks; OR any combination of education and experience which demonstrates the possession of the required knowledge, skills, and abilities.

**Physical Requirements/Work Environment**

For communicating with others, talking is required; for taking instructions from others, hearing is required; and for doing the job effectively and correctly, sight is required; for detecting odors such as electrical smoke, noxious gases, etc, smelling is required. Required to use hands to finger, handle, and feel objects, tools, or controls; required to reach with hands and arms. Physical effort necessary in performing duties requiring walking, standing, bending, and lifting. May be required to exert significant physical effort such as lifting and carrying heavy equipment and materials (frequently up to 50 pounds and occasionally 75-100 pounds). Regularly works outdoors under varying and extreme weather conditions; employee may be exposed to excessive noise from heavy-duty equipment and disagreeable factors such as dust, dirt, herbicides, pesticides, fuels, solvents, etc. Work requires standing and walking on rough, wet, slippery surfaces, including dirt, asphalt, and concrete. Exposure to minor injuries such as cuts and bruises; exposure to long periods of sunlight, poisonous plants, and insects and bees.

I have read this job description and understand the responsibilities and requirements of this position.

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Employee Signature & Date

\_\_\_\_\_  
Supervisor Signature & Date

*The above job description is not all encompassing. Needs and requirements may vary according to business needs or necessity.*

**MEREDITH, NH  
2001**

**PUBLIC WORKS ADMINISTRATIVE ASSISTANT**

**JOB SUMMARY**

Serves as secretary to the Public Works Director, performing a full range of complex secretarial, bookkeeping, accounting, and administrative support duties. Also provides secretarial support to four Public Works Supervisors (Highway, Solid Waste, Buildings & Grounds, and Cemetery) as needed. Serves as radio dispatcher for all Public Works divisions.

**SUPERVISION RECEIVED**

Works under the direct supervision of the Public Works Director who outlines general policies, assigns duties, and evaluates work for conformance with required standards. Performs regular duties on own initiative, exercising a high degree of judgment and tact. Consults supervisor when technical or sensitive issues arise, policy does not exist, or procedure has not been established.

**SUPERVISION EXERCISED**

None.

**EXAMPLES OF ESSENTIAL DUTIES**

(The listed examples are illustrative only and may not include all duties found in this position.)

1. Receives and screens visitors to the Public Works office, answers and screens incoming calls from employees, other departments, Town officials, and the general public; refers calls to proper Public Works supervisor or answers inquiries based on knowledge of Department operation; takes information and messages; tracks Supervisors' appointments.
2. Composes or types from draft a variety of correspondence, memoranda, forms, permits, notices, and reports and distributes same.
3. Processes payroll; tracks overtime and sick and vacation leave for Department employees. Maintains a calendar of events, meetings, deadlines, and vacations for Department employees.



4. Processes and tracks purchase orders; obtains price quotes; matches invoices to bills, receipts, and delivery slips; assigns account numbers; tracks accounting line items for each division.
5. Maintains filing system for Public Works Divisions; references files as necessary. Maintains vehicle maintenance records and bill processing for all Town vehicles. Receives and distributes mail for all Public Works divisions.
6. Renews Inspections Station registration; orders and tracks inspection stickers. Maintains master keys and key log for vehicles, equipment, and buildings.
7. Dispatches calls via 2-way radio for all Public Works divisions.
8. Processes incident reports, insurance forms, and daily activity reports. Maintains updated list of vehicles and equipment for insurance, registration, and inventory purposes.
9. Assures proper maintenance of various office machines, including computer, printer, copy machines, and fax machine. Assures adequate stock of office supplies and orders and/or picks up supplies and parts as necessary. Runs errands. Arranges for uniform rentals for employees.
10. Maintains clean office area; removes snow from front entryway as necessary.

Performs other related duties as required.

#### **KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED**

Thorough knowledge of modern secretarial practices and procedures; thorough knowledge of modern office equipment, including a personal computer and standard office computer programs; thorough knowledge of business English, spelling, arithmetic, and vocabulary. Considerable knowledge of the operations, policies, and procedures particular to public works departments. Knowledge of bookkeeping and accounting principles. Ability to type accurately; ability to maintain accurate records and files; ability to work independently while handling a large volume of work on a wide range of topics; ability to communicate effectively both orally and in writing; ability to deal with the public on a variety of sensitive issues courteously and tactfully; ability to establish and maintain effective working relationships with Town officials, other departments, employees, and the general public.

#### **MINIMUM QUALIFICATIONS REQUIRED**

High school diploma or equivalent with specialized training in secretarial functions, plus at least three years experience in secretarial work; possession of a valid driver's license; OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills, and abilities.

## **PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS**

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

For communicating with others, talking is required; for receiving information and instructions from others, hearing is required; and for doing the job effectively and correctly, sight is required, specifically, close vision and the ability to adjust focus. Required to sit for extended periods of time, stand frequently, use hands to finger, handle, and feel objects or controls, reach with hands and arms, bend, and lift and/or move 25 pounds or less.

**MEREDITH, NH**  
**2001 Revised 10/30/04**

**PUBLIC WORKS BUILDINGS & GROUNDS CREW CHIEF**

**JOB SUMMARY**

Performs year-round maintenance and repair of Town parks, buildings, and facilities. Is responsible for the administration, direction, planning, implementation, and maintenance of all Town properties and related facilities. This is a hands-on, working position.

**SUPERVISION RECEIVED**

Work is performed under the general supervision of the Public Works Operations Manager. Day-to-day activities are carried out independently using own technical judgment. Public Works Operations Manager is consulted to assure conformance with instructions and for coordination of Department activities and operation. All Town property is maintained under the direction of the Town Manager.

**SUPERVISION EXERCISED**

Provides direct supervision to Buildings and Grounds Maintenance personnel. Responsible for assignment of duties and employees' conformance with instructions, safety regulations, and quality performance.

**EXAMPLES OF ESSENTIAL DUTIES**

(The listed examples are illustrative only, and may not include all duties found in this position.)

1. Performs and directs maintenance of Town parks, buildings, and grounds, including trash removal, cleaning and stocking public lavatories, mowing and raking parks and lawns, painting, making minor plumbing and electrical repairs, trimming brush and shrubs, and using a chain saw to remove trees and branches. Works with Town Tree Warden and/or other tree and landscape professionals. Summerizes and winterizes buildings.
2. Performs routine maintenance on all assigned equipment.
3. Instructs assigned personnel in the proper operation and routine maintenance of associated equipment.
4. Maintains records reflecting all maintenance operations.

5. Requisitions supplies and repair parts as needed for the maintenance of equipment, parks, buildings, and grounds.
6. Conducts continuous inspections of equipment, parks, buildings, and grounds to insure proper operation.
7. Keeps walkways clear of snow and ice; salts and/or sands walkways as needed; supervises flooding of public skating rinks in winter.
8. Guards building against vandalism, performing routine checks to prevent unlawful entry.
9. Assists with Public Works projects as directed or needed.

Performs other related duties as required.

### **KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED**

Knowledge of methods, materials and equipment used in parks and grounds maintenance; knowledge of turf care and athletic field maintenance; knowledge of general building maintenance; knowledge of work hazards and safety practices relating to equipment operation. Skill in the maintenance of buildings, parks, and assigned equipment. Some knowledge of electrical and construction work. Ability to plan, coordinate, and supervise work; ability to operate lawn mowers, trimmers, weedwackers, chain saws, hand tools, and various power equipment; ability to operate a tractor and Town vehicles; ability to perform minor carpentry, electrical, masonry, plumbing, and heating repairs; ability to recognize need for repairs; ability to follow oral and written instruction; physical ability to perform the essential functions of the position; ability to establish and maintain effective working relationships with department heads, Town employees, and the general public.

### **MINIMUM QUALIFICATIONS REQUIRED**

High school diploma or equivalent; six years experience in buildings, grounds, and field maintenance; some electrical and construction experience; possession of a valid driver's license; OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills, and abilities.

### **PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS**

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

For communicating with others, talking is required; for taking instructions from others, hearing is required; and for doing the job effectively and correctly, sight is required. Required to use hands to finger, handle, and feel objects, tools, or controls; required to reach with hands

and arms. Physical effort necessary in performing duties requiring walking, standing, bending, and lifting. May be required to exert significant physical effort such as lifting and carrying heavy equipment and materials (frequently up to 50 pounds and occasionally 75-100 pounds). Regularly works outdoors under varying and extreme weather conditions; employee may be exposed to disagreeable factors such as dust, dirt, and chemical fertilizers. Work requires standing and walking on rough, wet, slippery surfaces, including dirt, asphalt, and concrete. Exposure to minor injuries such as cuts and bruises; exposure to long periods of sunlight, poisonous plants, and insects and bees.

**MEREDITH, NH**  
**March 2008**

**PUBLIC WORKS DRAINAGE CREW CHIEF**

**JOB SUMMARY**

Performs expert work installing drainage culverts and setting drainage structures. Also performs skilled labor in the operation of road graders and skilled work in the operation of all heavy duty trucks and equipment. Related duties involve the construction, repair, cleaning and maintenance of all town roads, drainage systems, parks and other facilities. Performs semi-skilled work on construction and maintenance projects and may undertake manual labor tasks incidental to the operation of assigned equipment, such as loading and unloading of materials.

**SUPERVISION RECEIVED**

Works under the general supervision of the Public Works Director or his designee who assigns work in progress and/or at completion and provides instructions as necessary. Duties are performed according to established and specified procedures without direct supervision. Work is reviewed for conformance with instructions and the safety and care exercised in operating equipment.

**SUPERVISION EXERCISED**

As needed, provides direct supervision to Public Works personnel involved in drainage activities. Responsible for assignment of duties and employees' conformance with instructions, safety regulations, and quality performance.

**EXAMPLES OF ESSENTIAL DUTIES**

(The listed examples are illustrative only and may not include all duties found in this position.)

1. Performs expert work laying culvert pipes, building and cleaning drainage structures, catch basins and drop inlets. Must be capable of setting grades with level and able to calculate slopes using basic math.
2. Must be able to operate the following pieces of equipment: grader, truck, backhoe, York rake, front end loader, roller, bucket truck, street sweeper, snowplow and wing or similar pieces of equipment as needed. Services equipment and makes minor field repairs and

adjustments, reports need for major repairs to supervisor. Operates dump, flat bed and trucks and trailers in picking up and delivering of various materials, debris and supplies; road maintenance and street construction work; hauls pipe, cold patch, sand, gravel, rocks, etc. Services vehicles with oil, gas and water and performs minor maintenance work on the equipment; notifies supervisor of any repair needs.

3. Performs other various semi-skilled tasks essential to public works and utilities operations such as mowing, sweeping, raking, digging, rock picking, shoveling, when not engaged in equipment operation. Lays asphalt and cold patch and paints lines or marking on streets. May be required to operate jack hammer.
4. Performs seasonal cleanup operations such as operating tractors; operates chain saws, weed whackers, saws for limbing trees and clearing brush and weeds; erects snow fences, builds retaining walls, repairs fences, plants trees, mows roadsides, sweeps sidewalks, painting of roads; making and erecting road signs, cold patching, maintaining and reconstructing roads. Installs and removes dock and ramps and repairs docks.
5. Operates on an emergency and a seasonal basis, trucks and equipment for winter snow maintenance and removal, including plowing, sanding, spreading salt and hauling snow.
6. May perform bodywork and equipment painting as needed.
7. Performs other duties as requested or required.

### **KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED**

Must know the essentials of basic math and requires the ability to use levels and set grades for pipe and structures. Must possess knowledge of the functions, operating methods, safety and care required in the use of heavy duty equipment in public works projects; be skilled in the operation, maintenance and care of heavy duty equipment; knowledge of the work hazards, safety practices and traffic laws relating to the operation and maintenance of construction equipment. Must be able to drive heavy duty trucks and equipment; able to use simple hand tools and power tools safely and efficiently; able to perform simple and routine manual labor as well as to perform heavy physical labor under adverse weather conditions and for prolonged periods of time; ability to understand and follow oral and written instructions; ability to maintain effective working relationships with supervisors, other employees and the public.

### **MINIMUM QUALIFICATIONS REQUIRED**

Must possess a high school graduation diploma or equivalent; have six years road grader and other heavy duty equipment experience; possession of a valid NH CDL-B driver license; possession of sufficient physical ability to perform required tasks; OR the combination of education and experience which demonstrates the possession of the required knowledge, skills and abilities.

### **PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS**

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

For communication with others, talking is required; for taking instructions from others hearing and reading are required; for doing the job correctly and effectively sight is required; for the detection of odors such as electrical smoke, noxious gases, etc., smelling is required. It is required to use hands to finger and feel objects, tools or controls; required to reach with hands and arms. Physical effort is necessary in performing duties which require walking, standing, bending, stretching, and lifting. May be required to exert significant physical effort such as lifting and carrying of heavy equipment and materials (frequently up to 50 pounds and occasionally of 75-100 pounds). Regularly involves work outdoors under varying and extreme weather conditions and temperatures, sometimes for prolonged periods of time with exposure to long periods of sunlight; employee may be exposed to excessive noise from heavy duty equipment and disagreeable factors such as dust, dirt, herbicides, pesticides, fuels, fumes, solvents, etc. Work requires standing and walking on rough, uneven, wet, icy and slippery surfaces, including dirt, asphalt and concrete. Will involve exposure to minor injuries such as cuts and bruises; poisonous plants, insects and bees.



**MEREDITH, NH  
2001**

**PUBLIC WORKS MAINTENANCE II**

**JOB SUMMARY**

Performs semi-skilled and skilled work in the operation of heavy-duty trucks and equipment and in the performance of related duties. Work involves responsibility for the safe and efficient operation of trucks and equipment used in the construction and maintenance of streets, culverts, and other public works projects. Also performs manual labor tasks incidental to the operation of assigned equipment, such as the loading and unloading of materials and the performance of unskilled work on construction and maintenance projects.

**SUPERVISION RECEIVED**

Works under the general supervision of the Public Works Director or his designee who assigns work, reviews work in progress and/or at completion, and provides instructions as necessary. Duties are performed according to established and specified procedures without direct supervision. Work is reviewed for conformance with instructions and the safety and care exercised in operating equipment.

**SUPERVISION EXERCISED**

None.

**EXAMPLES OF ESSENTIAL DUTIES**

(The listed examples are illustrative only and may not include all duties found in this position.)

1. Operates one or more of the following pieces of equipment: heavy-duty truck, loader, backhoe, front-end loader, roller, street sweeper, snow plow and wing, or a similar piece of equipment.
2. Services vehicles with gas, oil, and water, and performs minor maintenance work; notifies Public Works Director of need for major repairs; maintains record of maintenance performed on vehicles.
3. Operates dump, flat bed, and trucks and trailers in picking up and delivering materials, debris, and supplies; operates trucks on road maintenance and street construction work hauling cold patch, gravel, sand, and rocks.
4. Operates on an emergency and seasonal basis, trucks and equipment for winter snow removal, including plowing and hauling snow and spreading salt and sand.
5. When not engaged in equipment operation, performs various semi-skilled and unskilled tasks essential to public works such as limbing trees, laying asphalt, laying pipe, erecting snow

fence, building retaining walls, cleaning culverts and catch basins, building catch basins, repairing fences, planting trees, mowing roadside, sweeping sidewalks, painting lines on roads, making and erecting road signs, patching roads, and maintaining and reconstructing roads in the spring, summer, and fall.

Performs other related duties as required.

### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

Knowledge of the functions, operating methods, and care required in the use of heavy duty trucks and equipment in public works projects; knowledge of the maintenance requirements of heavy duty equipment; knowledge of the work hazards, safety practices, and traffic laws relating to maintenance and construction equipment. Skill in the operation and care of heavy-duty trucks and other related maintenance and construction equipment. Ability to use simple hand tools and power tools; ability to perform simple and routine manual labor; ability to perform prolonged heavy physical labor under adverse weather conditions; ability to perform a variety of manual tasks or to perform one routine job for prolonged periods; ability to understand and follow oral and written instructions; ability to maintain effective working relationships with supervisors, employees, and the public.

### **MINIMUM QUALIFICATIONS REQUIRED**

Possession of a high school diploma or equivalent; three years experience in a related field; possession of a valid CDL-B; possession of sufficient physical ability to perform the required tasks; OR any combination of education and experience which demonstrates the possession of the required knowledge, skills, and abilities.

### **PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS**

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

For communicating with others, talking is required; for taking instructions from others, hearing is required; and for doing the job effectively and correctly, sight is required; for detecting odors such as electrical smoke, noxious gases, etc, smelling is required. Required to use hands to finger, handle, and feel objects, tools, or controls; required to reach with hands and arms. Physical effort necessary in performing duties requiring walking, standing, bending, and lifting. May be required to exert significant physical effort such as lifting and carrying heavy equipment and materials (frequently up to 50 pounds and occasionally 75-100 pounds). Regularly works outdoors under varying and extreme weather conditions; employee may be exposed to excessive noise from heavy-duty equipment and disagreeable factors such as dust, dirt, herbicides, pesticides, fuels, solvents, etc. Work requires standing and walking on rough, wet, slippery surfaces, including dirt, asphalt, and concrete. Exposure to minor injuries such as cuts and bruises; exposure to long periods of sunlight, poisonous plants, and insects and bees.

**MEREDITH, NH  
2001**

**PUBLIC WORKS MAINTENANCE IV**

**JOB SUMMARY**

Performs expert work in the operation of road graders, as well as skilled work in the operation of all heavy-duty trucks and equipment. Performs related duties involving the construction, repair, cleaning, and maintenance of Town roads, drainage systems, parks, and other facilities. Performs semi-skilled work on construction and maintenance projects and may undertake manual labor tasks incidental to the operation of assigned equipment, such as loading and unloading of materials.

**SUPERVISION RECEIVED**

Works under the general supervision of the Public Works Director or his designee who assigns work, reviews work in progress and/or at completion, and provides instructions as necessary. Duties are performed according to established and specified procedures without direct supervision. Work is reviewed for conformance with instructions and the safety and care exercised in operating equipment.

**SUPERVISION EXERCISED**

May direct crew activities on assigned projects.

**EXAMPLES OF ESSENTIAL DUTIES**

(The listed examples are illustrative only and may not include all duties found in this position.)

1. Operates one or more of the following pieces of equipment: grader, truck, backhoe, York rake, front-end loader, roller, bucket truck, street sweeper, snowplow and wing, or a similar piece of equipment. Services equipment and makes minor field repairs and adjustments; reports need for repairs to supervisor.
2. Performs various semi-skilled tasks essential to public works and utilities operations such as mowing, sweeping, raking, digging, clearing culverts, etc. when not engaged in equipment operation. Lays asphalt and patch and lines streets. May operate jackhammer.
3. Operates dump, flat bed, and trucks and trailers in picking up and delivering materials, debris, and supplies; services vehicles with gas, oil, and water, and

performs minor maintenance work; notifies supervisor of any repair needs, operates trucks on road maintenance and street construction work hauling cold patch, gravel, sand, and rocks.

4. May design, construct, and finish road barricades and sign easels; may design, construct, and install office shelving, cabinets, furniture, and room dividers; may repair, modify, and install doors and windows.
5. Operates on an emergency and seasonal basis, trucks and equipment for winter snow removal, including plowing and hauling snow and spreading salt and sand. Performs other seasonal clean-up operations such as operating tractors, limbing trees, laying pipe, building and cleaning culverts and catch basins, erecting snow fences, building retaining walls, repairing fences; planting trees, mowing roadside, sweeping sidewalks, painting roads, making and erecting road signs, patching roads, and maintaining and reconstructing roads in the spring, summer, and fall. Installs and removes docks and ramps; repairs docks.
6. May perform bodywork and equipment painting for Department.

Performs other related duties as required.

#### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

Knowledge of the functions, operating methods, and care required in the use of heavy duty equipment in public works projects; knowledge of the maintenance requirements of heavy duty equipment; knowledge of the work hazards, safety practices, and traffic laws relating to maintenance and construction equipment. Skill in the operation and care of heavy maintenance and construction equipment. Ability to drive heavy duty trucks and equipment; ability to use simple hand tools and power tools; ability to perform simple and routine manual labor; ability to perform prolonged heavy physical labor under adverse weather conditions; ability to perform a variety of manual tasks or to perform one routine job for prolonged periods; ability to understand and follow oral and written instructions; ability to maintain effective working relationships with supervisors, employees, and the public.

#### **MINIMUM QUALIFICATIONS REQUIRED**

Possession of a high school diploma or equivalent; six years road grader and other heavy duty equipment experience; possession of a valid CDL-B; possession of sufficient physical ability to perform the required tasks; OR any combination of education and experience which demonstrates the possession of the required knowledge, skills, and abilities.

## **PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS**

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

For communicating with others, talking is required; for taking instructions from others, hearing is required; and for doing the job effectively and correctly, sight is required; for detecting odors such as electrical smoke, noxious gases, etc, smelling is required. Required to use hands to finger, handle, and feel objects, tools, or controls; required to reach with hands and arms. Physical effort necessary in performing duties requiring walking, standing, bending, and lifting. May be required to exert significant physical effort such as lifting and carrying heavy equipment and materials (frequently up to 50 pounds and occasionally 75-100 pounds). Regularly works outdoors under varying and extreme weather conditions; employee may be exposed to excessive noise from heavy-duty equipment and disagreeable factors such as dust, dirt, herbicides, pesticides, fuels, solvents, etc. Work requires standing and walking on rough, wet, slippery surfaces, including dirt, asphalt, and concrete. Exposure to minor injuries such as cuts and bruises; exposure to long periods of sunlight, poisonous plants, and insects and bees.

**Town of Meredith, New Hampshire  
Position Description**

Position Title: **Public Works Operations Manager**

Department: Public Works

Reports To: Director of Public Works

Date: March 2004

**GENERAL SUMMARY:**

Under direction of Director of Public Works or Assistant Public Works Director when necessary, responsible for directing the daily operations and maintenance activities of the Town's Buildings & Grounds and Cemetery divisions

**ESSENTIAL JOB FUNCTIONS:\***

- Plans, organizes, directs and evaluates work of Division employees including Cemetery and Buildings & Grounds. Prioritizes daily work with Director of Public Works.
- Works closely with Director of Public Works to requisition and maintain necessary materials and supplies for all Town buildings.
- Plans, schedules, and coordinates the completion of major projects including those associated with the Towns Cemeteries and Town Buildings.
- Assists Director of Public Works with bid specifications for the purchase of equipment, supplies, and services; evaluates bids received and recommends awards to bidders.
- Works closely with the Director in regards to the development of new projects including building renovations, mechanical facilities, and structures; serves as project manager; interfaces with architects, contractors, fire and code enforcement, and the public.
- Employs and oversees independent contractors hired to complete work for the Town as well as assists contractors with required building needs.
- Responds to citizen inquiries, questions, and complaints; initiates corrective action to resolve problems and informs the Director of corrective actions taken.
- Prepares and submits operating budget to the Public Works Director for Cemetery and Buildings & Grounds; monitors budget and recommends adjustments as necessary.
- Performs a variety of skilled maintenance and repair work. Responsible for daily building checks on equipment and performs routine diagnostics.
- Oversees all facets of Meredith Cemeteries.
- Oversees training of staff on the equipment, materials, and proper work and safety techniques. Assists in training employees in minor mechanical operations and building auditing process. This includes understanding the operation of the equipment and maintaining training standards.

*Continued...*

- Assists other Departments with maintenance needs.
- Responds, investigates and assists with citizen and tenant complaints as directed by Director.
- Assists Director with recruiting, interviewing, and selection of Building & Grounds and Cemetery personnel; recommends employee disciplinary actions and dismissals to the Director.
- Set-up and breakdown of election polls and meeting sites for Municipal, State, and Federal events.

**OTHER DUTIES AND RESPONSIBILITIES:**

- Provides emergency services when required.
- Coordinates and performs maintenance of all Town buildings including; plowing, shoveling, sanding, and salting during storms when necessary.
- Responds to after hour weather and other emergencies on an on call basis.
- Promotes and maintains positive community relations.
- Performs other related duties as required.
- Coordinates and assists with Parks & Recreation department on all functions and events within Town facilities and on Town grounds.

**SKILLS/EXPERIENCE/TRAINING REQUIRED:**

Duties require knowledge of managerial and business administration, maintenance & construction project administration equivalent to completion of a high school diploma along with advanced courses from a technical school and four to seven years of related experience, or equivalent combination of education and experience. Must possess a valid State of New Hampshire CDL class B driver's license.

Extensive experience and expertise in public conduct, particularly as it relates to irate residents.

Thorough knowledge of the hazards and safety precautions associated with the work supervised.

Thorough knowledge of the tools and equipment used in the maintenance and construction trades supervised.

Ability to plan, supervise and inspect diverse work projects.

Ability to operate equipment used in maintenance and repair projects.

Leadership, planning, management, and organizational skills.

*Continued...*

Ability to provide continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.

Knowledge of statutes, bylaws, regulations, codes, policies, and procedures relevant to the Departments.

Ability to plan, organize, direct, coordinate, and evaluate work of employees.

Ability to analyze and assist with recommendations and solutions to complex, multidimensional problems.

Ability to monitor work of subordinates and instruct employees in the proper use of equipment and performance of work assigned.

Ability to understand and follow oral and written instructions.

Ability to communicate effectively both verbally and in writing.

Leadership, planning, management, organizational, and supervisory skills.

Ability to recognize Town-wide priorities and work cooperatively to support their accomplishment.

Financial management skills.

Ability to make effective public presentations.

Knowledge of modern office practices, procedures, and equipment, including the use of computers.

Ability to interpret plans and specifications associated with the work.

Ability to manage multiple tasks.

Plowing and snow removal experience.

**SUPERVISORY RESPONSIBILITY:**

Accountable directly or indirectly through subordinate supervisors for all Cemetery, and Buildings & Grounds staff. Carries out supervisory responsibilities in accordance with Town policies and applicable laws. Responsibilities include assisting Director with interviewing, making hiring recommendation, and training employees; planning, assigning, and directing work; appraising performance; addressing complaints and resolving problems.

*Continued...*



**WORKING CONDITIONS/PHYSICAL DEMANDS:**

Frequent periods of supervising or inspecting in non-office environments during and after normal duty hours.

Frequent and extended hours of outside work, subject to all weather conditions and extremes.

Regular and sustained periods of strenuous physical exertion, requiring the ability to lift, carry, and position heavy objects no more than 50 lbs. utilizing proper body mechanics and techniques.

Operates equipment that causes loud noise levels and high vibrations.

Use computer keyboards requiring eye-hand coordination and finger dexterity.

Exercises caution when operating all equipment.

*The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.*

**\*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**



Town of Meredith  
41 Main Street  
Meredith, NH 03253  
www.meredithnh.org

<b>Job Title:</b>	Solid Waste Attendant	
<b>Department:</b>	Public Works	
<b>Reports to:</b>	Public Works Director	
<b>Salary Grade:</b>	Grade 3	
<b>Revision Date:</b>	December 2022	
<b>FLSA Status:</b>	<b>Type of position:</b>	
<input checked="" type="checkbox"/> Non-exempt <input type="checkbox"/> Exempt	<input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time	<input type="checkbox"/> Temp/Seasonal Full-Time <input type="checkbox"/> Temp/Seasonal Part-Time
<b>Job Summary</b>		
Performs routine and manual labor duties at the solid waste/recycling facility.		
<b>Supervisory Responsibilities</b>		
None		
<b>Duties and Responsibilities</b>		
<ul style="list-style-type: none"><li>➤ Knows, understands, and implements the solid waste/recycling facility operating rules and procedures.</li><li>➤ Assists residents and commercial users in the appropriate placement of refuse and recyclable materials.</li><li>➤ Maintains the cleanliness and neatness of the facility; removes snow in winter.</li><li>➤ Sorts and bails materials.</li><li>➤ Operates loaders.</li><li>➤ Assists in all matters related to the operation of a solid waste/recycling facility.</li><li>➤ Performs related work as required.</li></ul>		

**Required Skills and Abilities**

Knowledge of methods, materials, and equipment used in municipal solid waste operations; knowledge of hazards and safety precautions common to machinery and equipment utilized in the solid waste industry. Ability to follow written and oral instructions; ability to communicate effectively; ability to maintain effective working relationships with supervisors, employees, and the public.

**Education and Experience**

High school diploma or equivalent; some experience in heavy manual labor; experience in municipal solid waste industry desirable; possession of a valid driver's license; Department of Environmental Services certification desired; OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities.

**Physical Requirements/Work Environment**

For communicating with others, talking is required; for taking instructions from others, hearing is required; and for doing the job effectively and correctly, sight is required; for detecting odors such as electrical smoke, noxious gases, etc, smelling is required. Required to use hands to finger, handle, and feel objects, tools, or controls; required to reach with hands and arms. Physical effort necessary in performing duties requiring walking, standing, bending, and lifting. May be required to exert significant physical effort such as lifting and carrying heavy equipment and materials (frequently up to 50 pounds and occasionally 75-100 pounds). Regularly works outdoors under varying and extreme weather conditions; employee may be exposed to excessive noise from heavy compacting and heavy-duty equipment and disagreeable factors such as dust, dirt, herbicides, pesticides, fuels, solvents, household garbage, etc. Work requires standing and walking on rough, wet, slippery surfaces, including dirt, asphalt, and concrete. Exposure to minor injuries such as cuts and bruises; exposure to long periods of sunlight, poisonous plants, and insects and bees.

I have read this job description and understand the responsibilities and requirements of this position.

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Employee Signature & Date

\_\_\_\_\_  
Supervisor Signature & Date

*The above job description is not all encompassing. Needs and requirements may vary according to business needs or necessity.*



Town of Meredith  
 41 Main Street  
 Meredith, NH 03253  
 www.meredithnh.org

<b>Job Title:</b>	Solid Waste Facility Coordinator	
<b>Department:</b>	Public Works	
<b>Reports to:</b>	Public Works Director	
<b>Salary Grade:</b>	9	
<b>Revision Date:</b>	11/28/2022	
<b>FLSA Status:</b>	<b>Type of position:</b>	
<input checked="" type="checkbox"/> Non-exempt <input type="checkbox"/> Exempt	<input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> Temp/Seasonal Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Temp/Seasonal Part-Time	
<b>Job Summary</b>		
Performs responsible supervisory, administrative, and hands-on work involved with the operation of the solid waste/recycling facility. Administers deposit and/or removal of material, waste, and recyclables, and oversees employees' work schedules and performance.		
<b>Supervisory Responsibilities</b>		
Provides direct supervision to Attendants. Assigns work to subordinates and reviews work in progress and/or at completion for conformance with instructions and for the safety and care exercised in operating equipment.		
<b>Duties and Responsibilities</b>		
<ul style="list-style-type: none"> <li>➤ Knows, understands, and administers the solid waste/recycling facility operating rules and procedures.</li> <li>➤ Supervises, disciplines, and evaluates the performance of all solid waste/recycling facility personnel.</li> <li>➤ Administers and supervises deposit and/or removal of all material; schedules trash deliveries.</li> <li>➤ Locates market for recyclable materials.</li> <li>➤ Oversees the separation of recyclable materials, including the separation of scrap metal.</li> <li>➤ Oversees and inspects any landfill material and burning areas. Supervises tire acceptance, scheduling, and disposal. Supervises stump refusal and acceptance, scheduling, and/or disposal.</li> <li>➤ Administers placement, loading, condition, and scheduling of all trailers and equipment.</li> <li>➤ Supervises computer and scale operation.</li> <li>➤ Oversees and inspects cleanliness, neatness, and attractiveness of the facility.</li> <li>➤ Deals with the public in a professional manner.</li> <li>➤ Sorts and bails materials.</li> <li>➤ Supervises and finalizes any required reports to the Public Works Director.</li> <li>➤ Conducts inventory of parts and tools, as required.</li> <li>➤ Administers and inspects buildings and equipment for depreciation and submits repair orders through Public Works.</li> <li>➤ Requisitions purchases through Public Works Director.</li> <li>➤ Reviews suggestions, problems, and major decisions with Public Works Director.</li> <li>➤ Organizes annual Hazardous Waste Day.</li> <li>➤ Attends Solid Waste meetings as required.</li> </ul>		

**Required Skills and Abilities**

Knowledge of methods, materials, and equipment used in municipal solid waste operations, knowledge of hazards and safety precautions common to machinery and equipment utilized in the solid waste industry; knowledge of and the ability to drive some equipment. Some knowledge of hazardous waste disposal. Ability to organize, coordinate and occasionally supervise the work of others; ability to maintain effective working relationships with employees, the public, and other departments; ability to communicate effectively.

**Education and Experience**

High school diploma or equivalent, plus six years experience in municipal solid waste industry, including two years supervisory experience; possession of a valid NH operator's license; OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities.

**Physical Requirements/Work Environment**

For communicating with others, talking is required; for taking instructions from others, hearing is required; and for doing the job effectively and correctly, sight is required; for detecting odors such as electrical smoke, noxious gases, etc, smelling is required. Required to use hands to finger, handle, and feel objects, tools, or controls; required to reach with hands and arms. Physical effort necessary in performing duties requiring walking, standing, bending, and lifting. May be required to exert significant physical effort such as lifting and carrying heavy equipment and materials (frequently up to 50 pounds and occasionally 75-100 pounds). Regularly works outdoors under varying and extreme weather conditions; employee may be exposed to excessive noise from heavy compacting and heavy-duty equipment and disagreeable factors such as dust, dirt, herbicides, pesticides, fuels, solvents, household garbage, etc. Work requires standing and walking on rough, wet, slippery surfaces, including dirt, asphalt, and concrete. Exposure to minor injuries such as cuts and bruises; exposure to long periods of sunlight, poisonous plants, and insects and bees.

I have read this job description and understand the responsibilities and requirements of this position.

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Employee Signature & Date

\_\_\_\_\_  
Supervisor Signature & Date

*The above job description is not all encompassing. Needs and requirements may vary according to business needs or necessity.*



Town of Meredith  
 41 Main Street  
 Meredith, NH 03253  
 www.meredithnh.org

<b>Job Title:</b>	Water & Sewer Crew Chief	
<b>Department:</b>	Water	
<b>Reports to:</b>	Water Superintendent	
<b>Salary Grade:</b>	Grade 8	
<b>Revision Date:</b>	12/14/2021	
<b>FLSA Status:</b>	<b>Type of position:</b>	
<input checked="" type="checkbox"/> Non-exempt <input type="checkbox"/> Exempt	<input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time	<input type="checkbox"/> Temp/Seasonal Full-Time <input type="checkbox"/> Temp/Seasonal Part-Time
<b>Job Summary</b>		
<p>Participates with the Superintendent in planning work assignments, supervision of the performance of employees, and the training of employees. Makes recommendations to the Superintendent to ensure the desired level of operations, maintenance, and service is consistent with the Town of Meredith requirements. Assumes supervisory duties of the Superintendent when he or she is absent. Responds to and resolves complaints.</p>		
<b>Supervisory Responsibilities</b>		
<p>Administers and exercises management over all Water &amp; Sewer Operators. Prioritizes and assigns work to crew members that ensures efficient utilization of manpower and equipment.</p>		
<b>Duties and Responsibilities</b>		
<ul style="list-style-type: none"> <li>▶ Supervises and participates in all water/sewer maintenance activities – Includes all maintenance of the water treatment, water distribution, meter reading, and wastewater collection systems</li> <li>▶ Provides technical support to the Superintendent and crew members.</li> <li>▶ Researches agreements for services to be provided by outside consultants and contractors as they pertain to the general operations of the water/sewer department. Tracks invoices, generate purchases orders, and prepares invoices for payment.</li> <li>▶ Interaction with personnel and recommends to the Superintendent improvements for a safer, more environmentally sound, and more cost-effective systems of operations.</li> <li>▶ Assists in the preparation, of the annual budget for the Water &amp; Sewer Department</li> <li>▶ Assists in the development of strategies in the operations of the Water &amp; Sewer Department and recommends alternatives to ensure compliance with NH DES permits and environmental laws and regulations.</li> <li>▶ Informs the Superintendent of significant operational and/or maintenance problems and recommends corrective action when necessary.</li> <li>▶ Reviews and updates standard operating procedures to ensure goals of the facility are being met and are in compliance with all regulatory agencies. Remains current on Federal and State regulations as they relate to water &amp; sewer operations in order to effectively interact with regulatory agencies</li> <li>▶ Oversees, troubleshoots and perform maintenance on the Supervisory Control and Data Acquisition (SCADA) system, water treatment plant, water distribution, wastewater pumping stations and collection systems,</li> <li>▶ Requires being on a rotating on-call schedule in order to meet emergency situations as they may arise, and overtime may be required without notice.</li> <li>▶ Reviews summaries and reports and makes mid-management level decisions to solve problems or achieve objectives.</li> </ul>		

**Required Skills and Abilities**

Knowledge of supervisory principles and practices: Knowledge of chemistry and bacteriology of treatment and distribution of a public water supply and the treatment and disposal of wastewater and by-products. Knowledge of the principles and practices of the operation and administration of both water and wastewater treatment facilities.

**Education and Experience**

Minimum of four years experience in the operation, and maintenance of water/wastewater departments with at least two years of supervisory experience, or any combination of education and experience which demonstrates possession of the required knowledge, skills and abilities.

NH Grade II Treatment and Grade II Distribution; or the ability to obtain all within one year of employment.

**Physical Requirements/Work Environment**

While performing the duties of this job, the employee in the course of inspecting, installing or repairing water and sewer facilities or projects, the employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move objects of moderate weight. While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts; fumes or airborne particles; toxic or caustic substances; outside weather conditions.

I have read this job description and understand the responsibilities and requirements of this position.

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Employee Signature & Date

\_\_\_\_\_  
Supervisor Signature & Date

*The above job description is not all encompassing. Needs and requirements may vary according to business needs or necessity.*

**MEREDITH, NH  
2005**

**WATER AND SEWER OFFICE CLERK**

**JOB SUMMARY**

Performs skilled and semi-skilled work involving the operation and maintenance of a water and wastewater treatment plant. Work involves the operation of equipment and performance of tasks incidental to the operation of equipment and completion of assigned tasks.

**SUPERVISION RECEIVED**

Works under the general supervision of the Water and Sewer Superintendent and Water and Sewer Foremen. Work is carried out according to routine operating procedures. Work is reviewed for conformance with instructions.

**SUPERVISION EXERCISED**

None

**EXAMPLES OF ESSENTIAL DUTIES**

(The listed examples are illustrative only, and may not include all duties found in this position.)

1. Operates and maintains water treatment facility and distribution system as well as sewer pumping stations and collection system. Performs various semi-skilled tasks essential to the operations and maintenance of the water and sewer utilities, equipment, and vehicles.
2. Uses computer to start up plant and draft monthly State reports.
3. Installs, maintains, repairs, rebuilds, and cleans sewer mains. Maintains, cleans, and repairs pumps.
4. Monitors, tests, and replenishes chemicals used in Treatment Plant.
5. Maintains and monitors water storage tank. Maintains and monitors Town's dams.
6. Repairs fire hydrants as necessary; flushes hydrants twice a year; checks hydrants for flow and rate of gallons per minute; removes snow from around hydrants.
7. Installs Zebra Muscle traps.
8. Mows grass around tank, Water Treatment Plant, and substations.
9. Operates heavy equipment in water/sewer construction projects. Performs emergency repairs.



Performs other related duties as required.

### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

Ability to use word processing, spreadsheet, and database computer software programs; ability to perform strenuous physical effort under adverse conditions; ability to perform minor maintenance work on mechanical and electrical equipment; ability to perform routine laboratory tests and analysis; ability to understand, follow, and give oral and written instructions; ability to establish and maintain effective working relationships with Town officials and employees, outside contractors, salespeople, and the general public.

### **MINIMUM QUALIFICATIONS REQUIRED**

Considerable knowledge of office practices and procedures. Knowledge of bookkeeping principles and methods and the ability to apply and adapt established methods to varied accounting procedures; knowledge of State and Federal laws, rules, and regulations that apply to municipal finances; knowledge of computerized accounting systems and related software. Ability to perform detailed work involving written or numerical data and to make mathematical calculations rapidly and accurately; ability to be organized and handle multiple projects simultaneously; ability to attend to detail; ability to understand and follow oral and written instructions quickly and accurately; ability to speak and write clearly and effectively; ability to maintain effective working relationships with department heads and other employees. Ability to interact positively with the general public.

High school diploma or equivalent; some college-level business coursework preferred; two years office experience; OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills, and abilities.

### **PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS**

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

For communicating with others, talking is required; for receiving instructions from others, hearing is required; for doing the job effectively and correctly, sight is required; and for detecting odors of noxious fumes and gases, smelling is required. Required to use hands to finger, handle, and feel objects, tools, or controls; required to reach with hands and arms. Physical effort required in walking, climbing, lifting and carrying heavy equipment and materials (often over 50 pounds), and working in awkward and strenuous positions for extended hours and under extreme weather conditions; exposure to mud, water, dust, hazardous chemicals, fuels, lubricants, solvents, and noise.



Town of Meredith  
41 Main Street  
Meredith, NH 03253  
www.meredithnh.org

<b>Job Title:</b>	Water & Sewer Operator	
<b>Department:</b>	Water	
<b>Reports to:</b>	Water Superintendent	
<b>Salary Grade:</b>	Grade 5	
<b>Revision Date:</b>	12/14/2021	
<b>FLSA Status:</b>	<b>Type of position:</b>	
<input checked="" type="checkbox"/> Non-exempt <input type="checkbox"/> Exempt	<input checked="" type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time	<input type="checkbox"/> Temp/Seasonal Full-Time <input type="checkbox"/> Temp/Seasonal Part-Time
<b>Job Summary</b>		
<p>The Operator performs work in the operation of the water treatment plant, wastewater collection system, and equipment facilities. The Operator also inspects, maintains and repairs plant equipment, performs manual labor and semi-skilled work in the maintenance, repair, construction, and installation of water systems including pipeline, valves, fire hydrants, pumps, meters, and service lines.</p>		
<b>Supervisory Responsibilities</b>		
None		
<b>Duties and Responsibilities</b>		
<ul style="list-style-type: none"><li>▶ Operate and maintain water treatment facility, distribution system, wastewater pumping stations, collection systems, and hydrants.</li><li>▶ Install, maintain, repair all items that are normally found in a water &amp; wastewater working environment.</li><li>▶ Operation of a water treatment plant may include but not be limited to, testing, monitoring, sampling, replenishment of chemicals, and making operational changes.</li><li>▶ Read and maintain water system meters.</li><li>▶ Operate medium &amp; heavy equipment.</li><li>▶ Perform other related duties as required</li><li>▶ Weekend coverage of facilities on a rotating basis and response to service calls and emergencies outside of normal working hours is required.</li></ul>		

**Required Skills and Abilities**

Knowledge of basic math, chemistry, plumbing, medium-duty equipment, safety practices, and computer software programs. Ability to perform routine laboratory test and interpret results. Ability to establish and maintain effective working relationships with other team members and the general public.

**Education and Experience**

The position requires a High School diploma or equivalent and at least one year of related experience and/or training in water treatment and distribution; or equivalent combination of education and experience.

Requires NH Water Works Operators Licenses Treatment I and Distribution I (within one year of hire) and NH Driver's License Class D.

**Physical Requirements/Work Environment**

Physical effort required in walking, climbing, lifting, carrying heavy equipment (often over 50 pounds), working in awkward & strenuous positions for extended hours often in extreme weather conditions; exposure to mud, water, hazardous chemicals and noise may be required. Work may involve disagreeable environmental conditions.

I have read this job description and understand the responsibilities and requirements of this position.

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Employee Signature & Date

\_\_\_\_\_  
Supervisor Signature & Date

*The above job description is not all encompassing. Needs and requirements may vary according to business needs or necessity.*

# APPENDIX B

## **HealthTrust Delta Dental Plan Option 3**

## Outline of Benefits

This Outline of Benefits is an important part of your Dental Plan Description that describes the specific coverage categories and level of Benefits provided under your employer's HealthTrust Dental Plan. This information is only an outline of your coverage; certain Benefit limitations, exclusions and other terms and conditions apply. For further details, please refer to your Dental Plan Description and other information about your Dental Plan coverage available through your account on HealthTrust's Secure Enrollee Portal (SEP) at [www.healthtrustnh.org](http://www.healthtrustnh.org).

### Dental Plan Option 3

Coverage A Diagnostic/Preventive	Coverage B Basic	Coverage C Major
<b>Deductible: None</b>		<b>Deductible: \$25 Per Person, Per Year (\$75 Per Family)</b>
<b>Covered at 100%*</b>	<b>Covered at 80%*</b>	<b>Covered at 50%*</b>
<p><b>Diagnostic:</b> Evaluations - twice in a calendar year: this includes periodic, limited, problem-focused, and comprehensive evaluations</p> <p>X-rays - complete series or panoramic film - once in a 5-year period; Bitewing x-rays - once in a calendar year; X-rays of individual teeth - as necessary</p> <p>Brush biopsy - once in a calendar year, no age limit</p> <p><b>Preventive:</b> Cleanings - four per calendar year</p> <p>Fluoride - twice in a calendar year through age 18</p> <p>Space maintainers - through age 15</p> <p>Sealant application to permanent molars - once in a 3-year period per tooth, for children through age 18</p>	<p><b>Restorative:</b> Amalgam (silver) fillings and/or resin (white) fillings</p> <p><b>Oral Surgery:</b> Surgical and routine extractions</p> <p><b>Endodontics:</b> Root canal therapy</p> <p><b>Periodontics:</b> Periodontal cleaning - four cleanings per calendar year; these may be routine (Coverage A) or periodontal (Coverage B)</p> <p>Treatment of gum disease</p> <p><b>Clinical crown lengthening:</b> Once in a lifetime per tooth</p> <p><b>Denture Repair:</b> Repair of a removable denture to its original condition</p> <p><b>Emergency Palliative Treatment:</b> Treatment for the relief of pain</p>	<p><b>Prosthodontics:</b> Removable and fixed partial dentures (bridge); complete dentures</p> <p>Rebase and reline (dentures)</p> <p>Crowns</p> <p>Onlays</p> <p>Implants</p>

\*Benefit percentages shown are based upon the lesser of the submitted charge or Delta Dental's allowance under the Plan.

**Plan Year:** January 1 through December 31

**Plan Year Maximum:** \$1,000 per person (Coverages A, B and C combined)

This Outline of Benefits should be used only as a guideline for your Dental Plan coverage. For detailed information on your Plan's terms, conditions, limitations and exclusions, please refer to your Dental Plan Description. In the event of a conflict or discrepancy between this Outline of Benefits and either the Dental Plan Description or Plan Document, the Dental Plan Description or the Plan Document will control.

## General Information

The **Dental Plan Description** describes the Benefits of your Plan and tells you how to use your Plan. You can access the Dental Plan Description (DPD) through your account on HealthTrust's Secure Enrollee Portal (SEP) at [www.healthtrustnh.org](http://www.healthtrustnh.org) or by calling HealthTrust's Enrollee Services at 800.527.5001. Please review the DPD and this Outline of Benefits in order to understand the Benefits and terms and conditions of your employer's HealthTrust Dental Plan.

**Identification Cards.** Upon your initial enrollment in a HealthTrust Dental Plan, identification (ID) cards for each covered individual will be mailed to you. Each card will be issued in the covered individual's and Enrollee's name. Digital ID cards are available through your account on HealthTrust's Secure Enrollee Portal (SEP) at [www.healthtrustnh.org](http://www.healthtrustnh.org).

### Who is Eligible

All eligible employees and their Eligible Dependents, generally defined as:

- Spouse;
- Dependent children from age 2 to age 26;
- Unmarried, incapacitated Dependent children age 26 or older.

Please refer to the Dental Plan Description for additional information regarding Dependent eligibility. If you have questions regarding eligibility, please contact your employer or HealthTrust's Enrollee Services at 800.527.5001.

### The Importance of Utilizing a Delta Dental PPO or a Premier Network Participating Dentist

You'll get the best value from your Plan when you receive your Dental Care from one of Delta Dental's PPO or Premier network Participating Dentists, including:

- ▲ **No Balance Billing:** Participating Dentists agree not to charge any difference between their fees and Delta Dental's allowed fees. Because Participating Dentists accept Delta Dental's allowed fees for services, you will typically pay less when you visit a Participating Dentist.
- ▲ **No Claims Paperwork:** Participating Dentists will prepare and submit claim forms for you.
- ▲ **Direct Payment:** Northeast Delta Dental pays Participating Dentists directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

Ask your Dentist if he/she participates with Delta Dental. For a current list of Participating Dentists in your area, visit [www.healthtrustnh.org](http://www.healthtrustnh.org), click on the "Dental" button, then click on the button that says, "Dental Plan Provider Directories;" or log in to your account on HealthTrust's SEP and click on the Delta Dental button.

## Claim Processing

### Claim Process for Participating Dentists

Your Participating Dentist will submit your claim directly to Northeast Delta Dental. A Participating Dentist will not charge you at the time of treatment for covered services, but may request payment for non-covered services, Deductibles or Co-payments. Northeast Delta Dental will produce an Explanation of Benefits (available through HealthTrust's SEP) detailing what has been processed under your Plan's coverage. You are responsible to pay any outstanding balance directly to the Dentist.

### Claim Process for Nonparticipating Dentists

Your Plan provides coverage regardless of your choice of Dentist, participating or not. If you visit a Non-Participating Dentist, you may be required to submit your own claim and pay for services at the time they are provided. Claim forms are available on HealthTrust's website. Payment will be made to you, the Subscriber, unless the state in which the services are rendered requires that assignment of benefits (directing that payment be sent to the Dentist) be honored and Northeast Delta Dental receives written notice of such assignment. Payment for treatment performed by a Non-Participating Dentist will be limited to the lesser of the Dentist's submitted charge or Northeast Delta Dental's allowance for Non-Participating Dentists in the geographic area in which services are provided. It is your responsibility to ensure that full payment is made to the Dentist. Northeast Delta Dental will produce an Explanation of Benefits detailing what has been processed under your Plan's coverage. The EOB, which will indicate the amount you need to pay, will be available by logging into your account on HealthTrust's SEP and clicking on the "Delta Dental" button.

### Predetermination of Benefits

HealthTrust and Northeast Delta Dental **strongly** encourage Predetermination of cases involving extensive treatment plans. Although it is not required, Predetermination helps avoid any potential confusion regarding the Plan's payment and your financial obligation to the Dentist.

### Coordination of Benefits

When an individual covered under this Plan has additional dental coverage, the Coordination of Benefits provision described in your Dental Plan Description will determine the sequence and extent of payment.

### Benefits or Claims Questions

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

# APPENDIX C

## **Life Insurance with Accidental Death and Dismemberment**

# **Certificate of Insurance**

## **GROUP TERM LIFE INSURANCE**

Town of Meredith  
NEW HAMPSHIRE  
All Other Full Time Employees



Administered by: HealthTrust, Inc.

Class# 01 Suffix: 255



MADISON NATIONAL LIFE INSURANCE COMPANY, INC.  
Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601  
Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717  
Facsimile: (608) 830-2701 • Website Address: www.madisonlife.com

## GROUP TERM LIFE INSURANCE CERTIFICATE OF INSURANCE

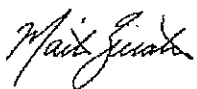
### PLEASE READ THIS CERTIFICATE CAREFULLY.

This Certificate of Insurance (hereinafter referred to as "Certificate") is evidence of insurance provided under the Group Policy issued to the Group Policyholder (hereinafter referred to as "Policyholder"). This Certificate describes the essential features of such insurance.

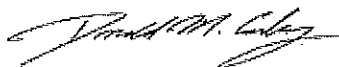
Madison National Life Insurance Company, Inc., in performing its obligations under the Group Policy, is acting only as a life insurer with respect to the Group Policy and is not in any way acting as a plan administrator, a plan sponsor or a plan trustee for the purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other federal or state laws.

No coverage under the Group Policy is in effect until approved in writing by Us and issued and delivered to the Policyholder. All terms, conditions and other provisions of the Group Policy are governed by the laws of the state in which the Policyholder is located. All provisions on this and the following pages are part of this Certificate. The Group Policy is on file and available for review at the main office of the Policyholder.

The President and Secretary of Madison National Life Insurance Company, Inc. witness this Certificate:



Marita Zuraitis  
President



Donald M. Carley  
Corporate Secretary

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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## SCHEDULE OF BENEFITS

### A. Administrative

- |   |  |
|---|--|
| 1. Policyholder:                          | HealthTrust, Inc.  |
| 2. Employer:                              | Town of Meredith   |
| 3. Plan Number:                           | 63255  |
| 4. Initial Plan Effective Date:           | January 1, 2024  |
| 5. Evidence of Insurability Requirements: | Applies to Late Enrollees, Increases in Benefits and Amounts over Guarantee Issue Amounts  |
| 6. Eligible Class:                        | 01 All Other Full Time Employees   |
| 7. Minimum Hourly Work Requirement:       | 30 hours per week  |
| 8. Waiting Period for Insurance Coverage: | None   |
| 9. New Employee Eligibility Date:         | First of month following or coinciding with completion of the Waiting Period   |
| 10. Leaves / Layoffs:                     | Coverage with premium payment while on FMLA leave; Coverage with premium payment for up to 24 months while on Paid or Unpaid Leave; Coverage with premium payment for up to 24 months while not Actively at Work due to Physical Disease or Injury Coverage with premium payment for up to 6 months during a Labor Dispute; Coverage with premium payment for up to 2 months while on Layoff |
| 11. Employee Premium Contribution         |  |
| Employee Basic Insurance:                 | 0%   |
| 12. Participation Requirements            |  |
| Employee Basic Insurance:                 | 100%   |
| 13. Insurance Reduction Schedule          |  |
| Employee Basic Insurance:                 | Basic Life and AD&D Insurance reduce to 50% at age 70 and terminate at retirement  |

### B. Basic Life Insurance

- |                             |           |
|-----------------------------|-----------|
| <u>Employee Basic Life:</u> | \$100,000 |
| Guarantee Issue:            | \$100,000 |

### C. Additional Benefits

- |                                     |          |
|-------------------------------------|----------|
| 1. Conversion of Insurance Benefit: | Included |
| 2. Waiver of Premium Benefit:       | Included |
| 3. Living Benefit:                  | Included |

### D. Accidental Death and Dismemberment (AD&D) Insurance

- |   |                            |
|---|----------------------------|
| 1. Basic AD&D Insurance                   |                            |
| <u>Employee Basic AD&amp;D Insurance:</u> | Equal to Basic Life amount |
| Guarantee Issue:                          | Equal to Basic Life amount |

E. Additional AD&D Benefits

- |                          |          |
|--------------------------|----------|
| 1. Seat Belt Benefit:    | Included |
| 2. Air Bag Benefit:      | Included |
| 3. Education Benefit:    | Included |
| 4. Repatriation Benefit: | Included |

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## I. DEFINITIONS

**Active Work** and **Actively at Work** are defined in the “Eligibility for Insurance” section.

**Annual Salary:** Your current salary or wage from your Employer for the previous twelve months. Annual Salary does not include extra pay, annuity contributions, commissions, bonuses, overtime pay or any other extra compensation.

**Contributory** means that You pay all or a portion of the premium for insurance.

**Disabled or Disability** means:

1. during the first 24 months of the Disability period, as a result of Physical Disease, Injury or pregnancy, You are unable to perform with reasonable continuity a majority of the material duties of Your own occupation and You are under the Regular Care of a Physician; or
2. after the first 24 months, as a result of Physical Disease, Injury or pregnancy, You are unable to perform with reasonable continuity a majority of the material duties of any occupation for which You are qualified by education, training and experience, and You are under the Regular Care and Attendance of a Physician.

**Eligible Class** means an employment classification defined by the Employer and specified in the “Schedule of Benefits.” You must be a member of an Eligible Class in order to be eligible for insurance under the Group Policy.

**Eligible Dependent** is defined in the “Eligibility for Insurance” section.

**Eligible Employee** is defined in the “Eligibility for Insurance” section.

**Employee** is defined in the “Eligibility for Insurance” section.

**Employer** means an Employer (including approved affiliates and subsidiaries) participating in the Policyholder Trust to whom We have assigned a Plan Number and issued a Joinder Agreement.

### **Evidence of Insurability**

1. Providing Evidence of Insurability means that a person applying for coverage under the Group Policy must:
  - a) complete and sign Our Evidence of Insurability application and return the original application to Us. The application must be received by Us no later than 60 days from the date of signing; and
  - b) authorize Us to obtain information about the applicant’s health; and
  - c) undergo a physical examination, if required by Us, which may include diagnostic testing; and
  - d) provide any additional information about the applicant’s insurability that We may reasonably require.
2. If any applicant is required to provide Evidence of Insurability, the applicant will be responsible for all costs associated with providing Evidence of Insurability.
3. In each case where Evidence of Insurability is required, We base Our decision whether to approve coverage on the information provided during the underwriting process. If We learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, We may retroactively rescind coverage and deny claims.

**Group Policy (Policy)** means the group insurance Policy issued by Us to the Policyholder under a specified Plan Number.

**Guarantee Issue** is the amount of coverage provided which is not subject to Evidence of Insurability.

**Hospital** means a legally operated Facility providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians, but not including rest homes, nursing homes, convalescent homes, homes for the aged and facilities primarily affording custodial, educational, or rehabilitative care.

**Injury:** Bodily Injury due to an Accident which: (1) results directly and independently of disease, bodily infirmity or any other causes; (2) solely, directly and independently of all other causes results in medical expense; (3) occurs after the effective date of the Insured Person's coverage; and (4) occurs while the Insured Person's coverage is in force. All Injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

**Insured Person** means an Eligible Employee, Eligible Dependent or Eligible Retiree whose coverage is in effect under the Group Policy.

**Joinder Agreement** means the document entered into between the Policyholder and the Employer describing the coverage requested by the Employer with respect to its Employees, which has been approved by Us and assigned a Plan Number.

**Late Enrollee** means an Employee or Dependent who applies for coverage under the Group Policy more than 60 days after becoming an Eligible Employee or Eligible Dependent.

**Limiting Age** means the Child age(s) shown in the definition of Child in the Eligibility for Insurance section.

**Mental Disorder** means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress related abnormality, disorder, disturbance, dysfunction or syndrome listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

**Noncontributory** means the Employer pays the entire premium for insurance.

**Physical Disease** means a condition of the body or of one of its parts that produces structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes pregnancy and Mental Disorder.

**Physician** means a licensed medical professional under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision.

For the purpose of this Group Policy, Physician will not include the Insured Person's Spouse/Civil Union Partner, parent, brother, sister, or Child, including these members of a Spouse's/Civil Union Partner's family.

**Plan Effective Date** means the date on which the Group Policy, with respect to the Employer, becomes effective.

**Plan Number** means the number used by Us to reference an Employer and the terms of coverage specified under the Group Policy and Joinder Agreement.

**Prior Plan** means the Employer's group life insurance plan in effect on the day immediately preceding the Plan Effective Date.

**Proof of Loss** is defined in the "Claims Provisions" section.

**Regular Care and Attendance** means observation and treatment by a Physician as required by current standards of medicine for the Injury or Physical Disease causing a Disability, but in any event not less than one such observation per year.

**Retire and Retirement Date** means the earlier of:

1. the date You Retire as such term is defined by Your Employer;
2. the date You receive or become eligible to receive, as defined by the Employer, retirement benefits under any pension plan to which the Employer contributes,
3. or the date You receive or become eligible to receive retirement benefits under, and as defined by, any state or federal retirement plan or under the Social Security Act or Railroad Retirement Act.

4. the date You reach the age defined in the "Schedule of Benefits".

**You and Your** means the Eligible Employee.

**Waiting Period for Insurance Coverage** is defined in the "Eligibility for Insurance" and "Schedule of Benefits".

**We, Us and Our** means Madison National Life Insurance Company, Inc.

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## **II. ELIGIBILITY FOR INSURANCE**

### **A. Employee Life Insurance Eligibility.**

1. Employee Basic Life Insurance. To be eligible for Employee Basic Life Insurance under the Group Policy, You must satisfy the following requirements:
  - a) You must be an **Eligible Employee**.
    - (1) Employee means an individual who works for the Employer as a member of an Eligible Class and who is reported on the Employer's records for Social Security and tax withholding purposes.
  - b) You must be a citizen or legal resident of the United States of America or one of its territories.
  - c) You must be **Actively at Work** and capable of sustained **Active Work**.
    - (1) **Active Work** and **Actively at Work** mean working at Your Employer's usual place of business, and satisfying the Minimum Hourly Work Requirement. **Actively at Work** will include regularly scheduled days off, holidays, or vacation days, so long as You are capable of sustained **Active Work** on those days.
    - (2) **Minimum Hourly Work Requirement** means the work hours over a specified time period that are required of You by Your Employer in order to be eligible for coverage. Your **Minimum Hourly Work Requirement** is specified in the "Schedule of Benefits".
    - (3) The **Active Work** requirement is waived during the time You are approved for benefits under the "Waiver of Premium Benefit" section.
  - d) You must have satisfied Your **Waiting Period for Insurance Coverage**.
    - (1) **Waiting Period** means the period of time that You must be **Actively at Work** as an Employee for Your coverage to become effective. Your **Waiting Period** is specified in the "Schedule of Benefits".
  - e) You cannot be a member of more than one **Eligible Class**.
  - f) You cannot be a temporary or seasonal **Eligible Employee**, full-time member of the armed forces of any country, leased **Eligible Employee**, or independent contractor.

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## **III. BECOMING INSURED**

- A. To become an **Insured Person** under the Group Policy, an applicant must meet the following requirements as each may apply:
  1. If **Evidence of Insurability** is required, the applicant must provide such **Evidence of Insurability** and be approved for coverage by Us. The "Schedule of Benefits" specifies when **Evidence of Insurability** is required.
  2. If the insurance is **Contributory insurance**, the applicant must apply in writing and remit the required premiums.

## B. Effective Dates

### 1. Employee's Initial Enrollment

- a. Noncontributory insurance not subject to Evidence of Insurability or which is subject to Evidence of Insurability and has been approved by Us, becomes effective on the date You become an Eligible Employee, or as specified by your Employer. However, if You initially waive participation in such coverage and then later wish to participate, applications for Noncontributory insurance will be subject to Evidence of Insurability and will become effective as shown below.
- b. Contributory insurance subject to Evidence of Insurability, and Late Enrollee applications for coverage, become effective on the first day of the month immediately following the month in which the Evidence of Insurability is approved by Us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- c. Contributory insurance not subject to Evidence of Insurability, if You apply prior to, or within 60 calendar days commencing on, the date You become an Eligible Employee, Contributory insurance not subject to Evidence of Insurability becomes effective on the date You become an Eligible Employee. If You do not apply for Contributory insurance prior to, or within 60 days of becoming an Eligible Employee and subsequently wish to obtain such coverage, Evidence of Insurability will be required and Your coverage will become effective as provided in subsection b above.

### 2. Increases in Insurance

- a. Evidence of Insurability Required. An increase of insurance that is subject to Evidence of Insurability becomes effective on the first day of the month immediately following the month in which the Evidence of Insurability is approved by Us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- b. Evidence of Insurability Not Required. An increase of insurance that is not subject to Evidence of Insurability becomes effective as follows:
  - 1) Based on change in Your classification, age or earnings on the date of such change;

### 3. Decreases in Insurance

- a. A decrease in life insurance based on a change in Your classification, earnings, age or Your Dependent's age, becomes effective on the date of the change.
- b. Any other decrease in insurance becomes effective on the first day of the calendar month following the date Your Employer receives Your written request for the decrease, except that if such event occurs on the first day of a month, the decrease in coverage becomes effective on that day.

### 4. Delayed Effective Date. If You are incapable of sustained Active Work due to Injury or Physical Disease on the day before the scheduled effective date of Your insurance or the effective date of a change in Your insurance, such insurance will not become effective until the day after You are capable of sustained Active Work and complete one day of Active Work as an Eligible Employee.

### 5. If Your coverage ends, You may become covered again, subject to the following:

- a. If Your coverage ends because You fail to make the required contribution while on an approved Family Medical Leave of absence, and then You return to Active Work and enroll for coverage within 60 days of the earlier of a) the end of the period of leave You and Your Employer agreed upon, or b) the end of the 12-week period following the date Your leave began, then the Waiting Period will be waived. Coverage is limited to what You had in effect prior to coverage ending or the coverage that is now available for Your Class, as determined by Us.
- b. In all other cases, if Your coverage ends because You fail to make the required contribution, You must provide Evidence of Insurability to become covered again.
- c. In no event will insurance coverage be retroactive.
- d. If You cease to be an Eligible Employee and coverage ends, and then You return to Active Work with the Employer again within 3 months, the Waiting Period will be waived on the first day of Your return to Active Work.



#### IV. WHEN COVERAGE ENDS

- A. Except as otherwise provided for under this Certificate, coverage will cease on the earliest of the following to occur:
1. the date the Group Policy terminates or the date Your Employer's coverage under the Group Policy terminates;
  2. the date You cease to be an Eligible Employee;
  3. if premium is not paid when required, the last day of the period for which premium was paid;
  4. if You are a contract Eligible Employee not returning to work as an Eligible Employee the next contract year, the earlier of the following:
    - a) Your Retirement Date, unless You become insured for Retiree Life Insurance under the Group Policy;
    - b) expiration of the current contract year;
  5. Your Retirement Date, unless You become insured for Retiree Life Insurance under the Group Policy.
  6. for AD&D coverage, the earlier of the date Your corresponding life insurance ends, the date Your Waiver of Premium Benefit begins or Your Retirement Date.

B. Labor Disputes

Any employee may pay the premiums as they become due directly to the policyholder if the employee's compensation is suspended or terminated as the result of a labor dispute for a period of 6 months. The premium and the coverage will not change except for normal increases or decreases in the premium and coverage.

When the employee's compensation is so suspended or terminated, the employee shall be notified immediately by the policyholder in writing, by mail addressed to the address last on record with the policyholder, that the employee may pay the premiums to the policyholder as they become due as provided in this section.

If the employee does not pay the premiums as they become due, the employee's coverage will end, subject to the grace period.

If the employee takes full-time employment with another employer, the policyholder may discontinue the employee's coverage when the other full-time employment begins.

Regardless of whether the employee has taken other full-time employment with another employer, this coverage will end on the first renewal date 6 months after compensation is suspended or terminated as the result of a labor dispute.

After the 6-month period, if the group insurance coverage is no longer available, the employee shall have the right to convert to an individual policy as described in VII. Life Insurance Conversion Benefit.

C. Approved FMLA Leave of Absence – Contributory or Noncontributory Coverage

1. With regard to the Federal Family and Medical Leave Act (FMLA) of 1993, as amended, the Employer and Employee must be eligible for FMLA in order to receive it. If You are on an approved FMLA leave, coverage will continue until the later of the leave period required by FMLA or the leave period required by applicable state law, provided that:
  - a) The FMLA leave is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the FMLA leave; and
  - b) The documentation of the advance approval of the FMLA leave beginning and end dates is available to Us at Our request; and
  - c) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and
  - d) the Employer remits the required premium for coverage.

- D. Paid Leave of Absence. If You are on a paid leave of absence, coverage will continue subject to the following:
1. Noncontributory coverage
    - a) Coverage will continue provided that:
      - (1) The paid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the paid leave of absence; and
      - (2) The documentation of the advance approval of the paid leave of absence beginning and end dates is available to Us at Our request; and
      - (3) paid leaves of absence and the right to continue coverage during paid leaves are available to all Employees in the same Eligible Class under the Group Policy; and
      - (4) the Employer remits the required premium for coverage.
    - b) Unless You return to active, eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on the earlier of:
      - (1) the date the paid leave of absence is scheduled to end; or
      - (2) 24 months from the date the paid leave of absence began; or
      - (3) upon termination of employment with the Employer.
  2. Contributory Coverage
    - a) Coverage will continue provided that:
      - (1) The paid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the paid leave of absence; and
      - (2) The documentation of the advance approval of the paid leave of absence beginning and end dates is available to Us at Our request; and
      - (3) paid leaves of absence and the right to continue coverage during paid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
      - (4) You continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to Us on Your behalf.
    - b) Unless You return to active, eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on the earlier of:
      - (1) the date the paid leave of absence is scheduled to end;
      - (2) 24 months from the date the paid leave of absence began; or
      - (3) upon termination of employment with the Employer.
      - (4) the date You fail to pay the premium as required.
    - c) If You choose not to continue coverage or Your coverage terminates during a paid leave of absence and You subsequently wish to obtain coverage, You will be treated as a Late Enrollee and be required to provide Evidence of Insurability.
- E. Unpaid Leave of Absence - If You are on an unpaid leave of absence, coverage will continue subject to the following:
1. Noncontributory Coverage
    - a) Coverage will continue provided that:
      - (1) The unpaid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the unpaid leave of absence; and
      - (2) The documentation of the advance approval of the unpaid leave of absence beginning and end dates is available to Us at Our request; and
      - (3) unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
      - (4) the Employer remits the required premium for coverage.
    - b) Unless You return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of:

- (1) the date the unpaid leave of absence is scheduled to end; or
- (2) 24 months from the date the unpaid leave of absence began; or
- (3) upon termination of employment with the Employer.

2. Contributory Coverage

a) Coverage will continue provided that:

- (1) The unpaid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the unpaid leave of absence; and
- (2) The documentation of the advance approval of the unpaid leave of absence beginning and end dates is available to Us at Our request; and
- (3) unpaid leaves of absence and the right to continue coverage during unpaid leave of absence are available to all Employees in the same Eligible Class under the Group Policy; and
- (4) You continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to Us on Your behalf.

b) Unless You return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of:

- (1) the date the unpaid leave of absence is scheduled to end;
- (2) 24 months from the date the unpaid leave of absence began; or
- (3) upon termination of employment with the Employer.
- (4) the date You fail to pay the premium as required.

c) If You choose not to continue coverage or Your coverage terminates during an unpaid leave of absence and You subsequently wish to obtain coverage, You will be treated as a Late Enrollee and be required to provide Evidence of Insurability.

F. Physical Disease or Injury. If You are not Actively at Work because of Physical Disease or Injury, coverage will continue subject to the following:

1. Noncontributory coverage

a) Coverage will continue provided that:

- (1) We receive written notice of Your absence from Active Work; and
- (2) the right to continue coverage while not Actively at Work because of Physical Disease or Injury is available to all Employees in the same Eligible Class under the Group Policy; and
- (3) the Employer remits the required premium for coverage.

b) Unless You return to Active Work, coverage extended while not Actively at Work because of Physical Disease or Injury will terminate on the earlier of:

- (1) 24 months from the date the Physical Disease or Injury began; or
- (2) upon termination of employment with the Employer.

2. Contributory Coverage

a) Coverage will continue provided that:

- (1) We receive written notice of Your absence from Active Work; and
- (2) the right to continue coverage while not Actively at Work because of Physical Disease or Injury is available to all Employees in the same Eligible Class under the Group Policy; and
- (3) You continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to Us on Your behalf.

b) Unless You return to Active Work, coverage extended while not Actively at Work because of Physical Disease or Injury will terminate on the earlier of:

- (1) 24 months from the date the Physical Disease or Injury began; or
- (2) upon termination of employment with the Employer; or
- (3) the date You fail to pay the premium as required.

- c) If You choose not to continue coverage or Your coverage terminates while You are not Actively at Work because of Physical Disease or Injury and You subsequently wish to obtain coverage, You will be treated as a Late Enrollee and be required to provide Evidence of Insurability.

G. Layoffs - Contributory or Noncontributory Coverage

1. If You are on a leave of absence because of a lay-off, coverage will continue for up to 2 months, provided that any premium for You is paid for that period.

H. Termination or Amendment of the Group Policy and Employer Coverage

1. The Group Policy may be terminated, changed or amended in whole or in part by Us or the Policyholder according to the terms of the Group Policy. Any such change or amendment may apply to current or future Employers and eligible persons covered under the Group Policy or to any separate classes or categories thereof. An Employer's coverage under the Group Policy may be terminated, changed or amended in whole or in part by Us or the Employer according to the terms of the Group Policy.
2. We may change the Group Policy and any Employer's coverage under the Group Policy in whole or in part: (i) when any change or clarification in law or governmental regulation affects Our obligations under the Group Policy, or (ii) with the Policyholder's or Employer's consent.
3. We may terminate an Employer's coverage on any premium due date by giving the Employer not less than 60 days advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of eligible persons, at any time by giving Us advanced written notice at least 60 days prior to such termination. Insurance will terminate automatically for nonpayment of premium.
4. Benefits are limited to the terms of Your Employer's coverage under the Group Policy, including any valid amendments. No change or amendment of Your Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of Our executive officers and delivered to Your Employer. The Policyholder, Your Employer and their Eligible Employees or representatives have no right or authority to change or amend the Group Policy or Your Employer's coverage under the Group Policy or to waive any terms or provisions thereof without Our signed, written approval.

GTL-C800-0608T-NH

## V. LIFE INSURANCE - WAIVER OF PREMIUM BENEFIT

A. Waiver of Premium Definitions

1. **Elimination Period** means the period of 3 months beginning on the date You become Disabled.
2. **Life Insurance** under this Waiver of Premium Benefit means all of the Life Insurance, as listed in the Schedule of Benefits, in force under the Group Policy on the day before the day You become Disabled.
3. **Proof of Disability** means documented clinical findings that prove that You are Disabled.

B. Waiver of Premium does not apply to AD&D Insurance.

C. Your Life Insurance will be continued as provided for under this section without payment of premium, if all of the following conditions are met:

1. You become Disabled prior to age 70 while insured under the Group Policy;
2. You remain Disabled without interruption for the duration of the Elimination Period;
3. You provide Us with written notice of Your Disability within 6 months after the end of the Elimination Period
4. You provide Us with satisfactory written Proof of Disability within 6 months from the last day of the Elimination Period;
5. Your claim is approved by Us.

- D. When the Waiver of Premium Benefit Begins. If You qualify and are approved for the Waiver of Premium Benefit, Your premium will be waived beginning on the first day of the month immediately following the end of Your Elimination Period.
- E. When Waiver of Premium Ends. Waiver of Premium ends on the earliest to occur of the following:
1. The date You cease to be Disabled;
  2. The 91st day following the date We mail to You a request for additional Proof of Disability with which You fail to comply;
  3. The date You refuse to submit to a medical examination or to cooperate with Our chosen health care provider;
  4. The date You refuse to submit to or undergo vocational rehabilitation (which determines employment opportunities, if any, for individuals with disabilities);
  5. The date at which You've resided outside of the United States of America, or one of its territories during any 6 consecutive months for which premium had been waived;
  6. The effective date of an individual life insurance policy issued to You under the "Life Insurance Conversion Benefit" section;
  7. The premium due date immediately prior to Your 75th birthday.
- F. Premiums
1. Premium payment must continue until the later of the end of Your Elimination Period or the date Your claim for the Waiver of Premium Benefit is approved by Us.
  2. If Your Waiver of Premium benefit terminates because You cease to be Disabled or You fail to submit to a medical exam or cooperate with the examiner, for coverage to continue, You must be an Eligible Employee and premiums must resume on the next premium due date, or You must continue coverage as provided for under the "Life Insurance Conversion Benefit" section.
  3. If We approve Your claim for the Waiver of Premium Benefit, We will refund up to 12 months of the premiums that were paid for Life Insurance in place after the date You became Disabled.
- G. Amount of Insurance
1. The amount of Life Insurance continued under the Waiver of Premium Benefit is the amount in effect on the day before You became Disabled, if you were Actively at Work.
  2. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before You became Disabled.
  3. Your Life Insurance amount will not increase while Your Life Insurance premiums are being waived.
- H. We will not waive premiums if Your Disability results from intentionally self-inflicted Injuries or Physical Diseases, while sane or insane, or from Your voluntary participation in an illegal activity.
- I. If You die during the Elimination Period and are otherwise eligible for the Waiver of Premium Benefit, the Elimination Period will not apply.
- J. We may require further Proof of Disability in intervals that are reasonable based on Your type of Disability.
- K. Investigation Of Claim
- With respect to benefits that are claimed during an Insured Person's lifetime, We may require him or her to undergo examination at reasonable intervals, at Our expense. Any such examinations will be conducted by appropriate Physician of Our choice. We may deny or suspend benefits if You fail to attend an examination, or do not give full effort and cooperation to the examiner.

## VI. LIFE INSURANCE - LIVING BENEFIT

**Terminally Ill** and **Terminal Illness** mean a medical condition that is expected to result in Your death within 12 months.

- A. If You become Terminally Ill while covered for life insurance under the Group Policy You may elect to receive the Living Benefit as provided for under this section.
- B. The Living Benefit will be an amount equal to:
  - 1. 50% of Your Employee Basic Life Insurance in effect on the date Your election is made, subject to a maximum of \$100,000.

The amount payable will be equal to the Living Benefit less applicable amounts, if any, charged for an investment loss (interest) and administrative fees.

- C. The payment will be made in one lump sum to You or to the payee You appropriately assign.
- D. The Living Benefit will not be available if:
  - 1. You have any portion of any Life Insurance or ownership rights thereof absolutely or irrevocably assigned or transferred;
  - 2. You have made an irrevocable beneficiary designation;
  - 3. the insurance proceeds are subject to a court order under a divorce decree, separate maintenance agreement or property settlement agreement;
  - 4. You have filed for bankruptcy, unless You give Us written approval from the bankruptcy court for payment of the Living Benefit.
- E. No payment will be made under this election unless and until We receive and approve of all of the following:
  - 1. Your signed and notarized election of this option on a form furnished by Us;
  - 2. signed and witnessed written statements of all irrevocable beneficiaries and assignees (and Spouse in marital property states) consenting to Your election of this option; and
  - 3. satisfactory written proof from a Physician other than Yourself or a member of Your or Your Spouse's immediate family that You have been diagnosed as being Terminally Ill and that You are of sound mind and under no constraint or undue influence.
- F. We may require a second opinion and examination of Your condition at Our own expense by a Physician of Our choice.
- G. Payment of the Living Benefit will reduce correspondingly the face amount of Your life insurance benefits under the Group Policy. This will result in reduced life insurance proceeds payable to Your beneficiary at Your death. Furthermore, any amount of insurance that would otherwise be continued will be reduced proportionately, as will the maximum face amount available under the "Life Insurance Conversion Benefit" section.
- H. Premium payments must continue to be paid for Your life insurance unless You qualify to have Your life insurance premium waived. The premium due will be based on the amount of insurance remaining in force after deducting the amount of the Living Benefit.
- I. Payment of the Living Benefit will not affect the amount of, or change an existing beneficiary designation for, the AD&D Benefit, if any, in effect and kept in force under the Group Policy.
- J. Your election together with Our payment of the Living Benefit constitute a valid and effective beneficiary designation change, but only with respect to the specified life insurance benefits, and only to the extent affected by the Living Benefit payment, and applicable interest and fees, if any, charged thereon.
- K. Payment of the Living Benefit will be exempt from the claims of creditors and from legal process to the extent permitted by law.

L. All other provisions of the Group Policy, including the effective date provisions of any benefit increases and the provisions on benefit reductions because of amendments to the plan or benefit classification changes or Your attained age, remain valid and in effect. Any such life insurance benefit reduction will be calculated based on Your life insurance amount in effect immediately before the Living Benefit payment.

M. You are responsible for any tax consequences related to this benefit.

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## VII. LIFE INSURANCE CONVERSION BENEFIT

### A. When Coverage Ends.

1. If an Insured Person's coverage under the Policy ends, the Insured Person may, as described below, apply for Our individual life insurance policy without submitting Evidence of Insurability.
  - a. The Insured Person must complete an application, pay the first premium, and send them to Us within the 31-day period immediately following the date coverage ends under the Policy (the Conversion Period).
  - b. The individual policy will become effective on the first day following the date coverage under the Policy ends.
  - c. The Insured Person may convert all or part of the amount of life insurance benefit, as shown in the "Schedule of Benefits".
2. If an Insured Person has been insured under the Policy for at least five years and is no longer eligible due to cancellation of the Policy or cancellation of the class of insureds in which the Employee belonged, an Insured Person may convert the lesser of: (1) \$10,000 or (2) all or part of the amount for which the Insured Person is no longer eligible for under the Policy. Each Insured Person shall be given written notice of this conversion privilege and its duration within 15 days after the date of termination of the Group Policy. If this notice is given more than 15 days after the date of termination, the time allowed for the exercise of the privilege of conversion shall be extended for a period of 15 days following the date of the written notice. Such notice shall be mailed by Us to the Insured Person at the last address furnished to Us by the Group Policyholder.

### B. Premiums.

1. Premiums for such individual life policy will be based on: (1) Our usual rate for the amount and type of individual policy; (2) the Insured Person's class of risk; and (3) the Insured Person's attained age.
2. If an Insured Person dies during the Conversion Period, the maximum amount of life insurance to which he or she would have been entitled to under such individual policy shall be payable as a claim under the Group Policy, whether or not application for the individual policy or the payment of the first premium has been made.
3. The rights or benefits granted under this provision are in lieu of any other rights or benefits granted under the Group Policy.

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## VIII. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

- A. If an Insured Person has an Accident while insured for Accidental Death and Dismemberment (AD&D) Insurance and the Accident results in a Loss (as defined below), We will pay benefits according to the terms of the Group Policy after We receive Proof of Loss.
- B. Eligibility. An Insured Person must be a member of a class that is eligible for AD&D coverage under the Group Policy as specified in the "Schedule of Benefits".
- C. Definitions for AD&D Insurance
1. **Loss** means Loss of one or more of the body parts or bodily functions listed under "AD&D Benefit" below, or as otherwise provided for under this "Accidental Death and Dismemberment Insurance" section, which:
    - a. is caused solely and directly by an Accident;
    - b. occurs independently of all other causes;
    - c. occurs within 180 days after the Accident; and
    - d. while the Insured Person is covered under the Group Policy.
  2. **Accident:** A sudden, unexpected and unforeseen, identifiable event causing bodily Injury, directly produced by specific accidental contact with another body or object. The Accident must occur while You are covered under the Group Policy.
  3. With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.
  4. With respect to sight, speech or hearing, Loss means entire and irrecoverable Loss of that function.
- D. **AD&D Benefit.** The AD&D Benefit is equal to a percentage of the AD&D Insurance Amount in effect on the date of the Accident, subject to the AD&D Reduction Schedule provision set forth in the "Schedule of Benefits". The AD&D Insurance Amount is shown in the "Schedule of Benefits". The percentage is shown below.

<u>Covered Losses:</u>	<u>Maximum Amount Payable</u>
Loss of Life .....	100%
Loss of both Hands or both Feet .....	100%
Loss of one Hand or one Foot .....	50%
Loss of one Hand and one Foot .....	100%
Loss of Entire Sight of both Eyes .....	100%
Loss of Entire Sight in one Eye .....	50%
Loss of one Hand or one Foot and Entire Sight of one Eye .....	100%
Loss of Thumb and Index Finger of the same Hand.....	25%
Quadriplegia .....	100%
Paraplegia.....	75%
Hemiplegia .....	50%
Loss of Speech OR Hearing in Both Ears .....	50%

- E. Unless otherwise specified, no more than 100% of the applicable AD&D Insurance Amount will be paid for all Losses resulting from one Accident. If an age reduction applies, the benefit reduces on the date You attain that age.

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### F. Additional AD&D Benefits

1. **Seat Belt Benefit.**  
**Seat Belt** means a properly installed Seat Belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.



**Automobile** means a motor vehicle licensed for use on public highways

- a. We will pay a Seat Belt Benefit if:
    - 1) an Insured Person who is covered by the Seat Belt Benefit dies as a result of an Automobile Accident for which an AD&D Benefit is payable; and
    - 2) such Insured Person was wearing a Seat Belt at the time of the Accident, as evidenced by a police accident report.
  - b. We will not pay a Seat Belt Benefit with respect to an Insured Person if the Automobile Accident:
    - 1) occurs when the Automobile driven by such Insured Person is being used for racing, stunting or exhibition work;
    - 2) occurs when such Insured Person is in violation of any traffic laws of the jurisdiction in which the Automobile is being operated; or
    - 3) occurs while such Insured Person is driving legally intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated.
  - c. Amount of Benefit. The Seat Belt Benefit is paid in addition to the AD&D Benefit paid because of the Insured Person's accidental death and equals the lesser of the following:
    - 1) \$50,000; or
    - 2) 100% of the applicable AD&D Insurance Amount.
2. Air Bag Benefit
- a. **Air Bag** means an Automobile safety device consisting of a bag designed to inflate automatically especially in front of an occupant in case of collision. We will pay an Air Bag Benefit for an Insured Person if:
    - 1) the private passenger car was equipped with an airbag for the seat in which the Insured Person was seated; and
    - 2) the seatbelt(s) was in use and properly fastened at the time of the covered Accident.
  - b. We will not pay an Air Bag Benefit with respect to an Insured Person if:
    - 1) the Automobile Accident occurs when the Automobile driven by such Insured Person is being used for racing, stunting or exhibition work;
    - 2) the Automobile Accident occurs when such Insured Person is in violation of any traffic laws of the jurisdiction in which the Automobile is being operated; or
    - 3) the Automobile Accident occurs while such Insured Person is driving legally intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated.
    - 4) the Insured Person was the driver of the private passenger car and did not hold a valid driver's license at the time of the Accident;
    - 5) We determine that the airbag(s) had been disengaged prior to the Accident
  - c. Amount of Benefit. The Air Bag Benefit is paid in addition to the AD&D Benefit paid because of the Insured Person's accidental death and equals the lesser of the following:
    1. \$5,000; or
    2. 5% of the applicable AD&D insurance amount

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3. Education Benefit

- a. We will pay an Education Benefit, in addition to Your AD&D Benefit, on behalf of each Child who is enrolled in an accredited institution at the time of Your death, subject to the following requirements:
  - 1) You died as the result of an accidental bodily Injury within 365 days after the date of the event causing Your Injury;
  - 2) The event causing Your accidental bodily Injury occurred while You were insured under the Group Policy for AD&D Insurance; and
  - 3) Your Child furnishes proof of continuing eligibility for the Education Benefit within 30 days of Our request for such information.
  - 4) The maximum benefit amount per semester is the lesser of 100% of Your AD&D Insurance Amount or \$1,500.
  - 5) The number of benefit payments is limited to 8 payments per lifetime.

- 6) The aggregate benefit amount is limited to \$12,000.
- 7) The maximum benefit period is 4 years from the date the first benefit payment has been made.

#### 4. Repatriation Benefit

If an amount is payable under this Group Policy for Your Loss of life which occurred at least 100 miles away from Your permanent place of residence, We will pay for all customary and reasonable expenses incurred for preparation of the body and its transportation to the place of burial or cremation, up to a maximum of \$5,000.

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#### G. AD&D Insurance Exclusions. No AD&D Benefit is payable if the Loss is caused or contributed to by any of the following:

1. War or Act of War. War means a state or period of declared or undeclared war whether civil or international, or any substantial armed conflict with organized forces of a military nature between nations, states or parties;
2. Suicide, attempted suicide or other intentionally self-inflicted Injury, while sane or insane;
3. Committing or attempting to commit a felony or assault, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing Your official duties;
4. Any Injury sustained while under the voluntary use or consumption of any poison, illegal drugs, or controlled substance, unless used or consumed according to the directions of a Physician;
5. Physical Disease existing at the time of the Accident;
6. Medical negligence and malpractice;
7. Any Accident involving racing or speeding contests;
8. Injury sustained flying in an ultra light, hang gliding, parachuting or bungi-cord jumping, or by flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere;
9. Any Injury sustained as a result of being legally intoxicated while driving as defined by the laws of the jurisdiction in which the Injury is sustained;
10. Any Loss incurred while operating, riding in or descending from any aircraft, except as a fare-paying passenger on a commercial aircraft.

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## IX. CLAIMS PROVISIONS

### A. Filing A Claim

1. To file a claim for benefits under this Certificate, the claimant (depending on the benefit the claimant could be an Insured Person, a beneficiary or personal representative of an Insured Person) must provide Us with Proof of Loss in a timely manner. Or, upon receipt of written notice of claim, We will send the claimant a Claim Form for filing Proof of Loss. If the claimant does not receive such forms within 15 days after the giving of such notice, the claimant can send us, without the Claim Form, the written proof covering the occurrence.
2. Proof of Loss.
  - a. Proof of Loss must be provided in writing to Us, at the claimant's expense, within 90 days after the date of the loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.
  - b. **Proof of Loss** means satisfactory written proof that a loss occurred for which the Group Policy provides benefits, which is not subject to any exclusion, and which meets all other conditions for benefits. Proof of Loss includes any other information We may reasonably require in support of a claim for benefits under the Group Policy.

B. Notice of Decision on Claim

1. We will evaluate a claim for benefits promptly after We receive it. Within 30 days after We receive the claim We will send the claimant:
  - a. a written decision on the claim; or
  - b. a notice that We are extending the period to decide the claim for an additional 45 days.
2. If the claim is approved, We will pay benefits within 30 days after the Proof of Loss requirement is satisfied.
3. If We extend the period to decide the claim, We will notify the claimant of the following:
  - a. the reasons for the extension;
  - b. when We expect to decide the claim; and
  - c. any additional information We require to decide the claim.
4. If We request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, We may decide the claim based on the information We have received.
5. If We deny any part of the claim, We will send the claimant a written notice of denial containing:
  - a. the reasons for Our decision;
  - b. reference to the parts of the Group Policy on which Our decision is based;
  - c. a description of any additional information required to support the claim;
  - d. information concerning the claimant's right to a review of Our decision.

C. Payment of Claims.

Upon receipt of proper Proof of Loss, benefits will be paid within 30 days. If any claims payment interest accrues, interest will be paid in the amount determined by the State in which the claims are incurred.

Death Claims: If an Insured Person dies while insured for life insurance under the Group Policy, We will pay benefits according to the "Schedule of Benefits", after We receive Proof of Loss, as follows.

1. The death benefit will be paid in a single sum or by any other method agreeable to Us and the beneficiary. Payment of the benefit will extinguish Our liability under the Group Policy for which the death benefit has been paid.
2. No Surviving Beneficiary. If You do not name a beneficiary, or if You are not survived by any named beneficiary, benefits will be paid to Your estate.
3. Dependent Benefits. Dependent Life Insurance benefits that are payable, but unpaid at the Insured Person's death, will be paid in equal shares to the first surviving class of the following, if the Eligible Employee is dead:
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The Insured Person's estate.

The following Dependent benefits, payable under the Group Policy, will be paid to the Eligible Employee if he or she is living:

- a. AD&D Insurance benefits;
  - b. Life Insurance benefits;
  - c. Supplemental Life Insurance benefits payable because of the death of Your insured Spouse or Child;
  - d. Living Benefit.
4. Facility of Payment. If the benefits provided by the Group Policy are payable to the Insured Person's estate or to a beneficiary who is a minor or otherwise not legally competent to give a valid release, We may pay up to \$250 to any person related to the Insured Person by blood or marriage. Any payment made in good faith will fully release Us to the limit of the payment. If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will pay the life proceeds to the legally appointed guardian. The guardian must provide Us with adequate written proof of such appointment. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law. Payment made before We have received written notice at Our home office of a valid claim by some other person releases Us from further obligation.

#### D. Review Procedure.

1. If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.
2. The claimant may send Us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.
3. We will review the claim promptly after We receive the request. Within 60 days after We receive the request for review We will send the claimant:
  - a. a written decision on review; or
  - b. a notice that We are extending the review period for 60 days. If the extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.
4. If We extend the review period, We will notify the claimant of the following:
  - a. the reasons for the extension;
  - b. when We expect to decide the claim on review; and
  - c. any additional information We require to decide the claim.
5. If We request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, We may conclude Our review of the claim based on the information We have received.
6. If We deny any part of the claim on review, the claimant will receive a written notice of denial containing:
  - a. the reasons for Our decision.
  - b. references to the provisions of the Group Policy on which Our decision is based.
  - c. information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
7. The Group Policy does not provide voluntary alternative dispute resolution options.

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### X. GENERAL PROVISIONS

#### A. Naming a Beneficiary.

1. At the time You became insured under the Group Policy, You should have named a beneficiary of the proceeds of Your life insurance on the enrollment form.
2. You may have named primary beneficiaries and secondary beneficiaries. A secondary beneficiary will become a primary beneficiary if the named primary beneficiary is not living at the time of Your death. Two or more surviving primary beneficiaries will share equally, unless You specify otherwise.
3. AD&D Insurance death benefits will be distributed according to the beneficiary designation of Your corresponding life insurance.
4. You may change Your beneficiary designation at any time, subject to the following:
  - a) The designation must be made in writing on a form suitable to Us;
  - b) The designation must be dated and signed by You (and by your Spouse where required by law);
  - c) The designation must relate and refer to the insurance provided under the Group Policy;
  - d) If applicable, We must have the written consent of all irrevocable beneficiaries;
  - e) You must not have assigned the ownership of Your insurance.
5. When a valid change of beneficiary is received by Us, the change will relate back to and take effect as of the date it was signed. This is the case whether You are alive or not when We receive the request. Even though the change of beneficiary will relate back to the date it was signed, it will be without prejudice to Us on account of any payment We have already made.

6. If We approve it, a written designation signed and dated by You under the Prior Plan will be accepted as Your beneficiary designation under the Group Policy.

**B. Simultaneous Death Provision.**

If a beneficiary dies on the same day You die, or within 120 hours from Your time of death, benefits will be paid as if that beneficiary had died before You, unless Proof of Loss with respect to Your death is delivered to Us before the date of the beneficiary's death.

**C. Entire Contract, Changes**

1. This Certificate, including the Enrollment Form, Group Policy and any Riders, Amendment or attached papers, if any, constitutes the entire contract of Insurance. No change in this Certificate shall be valid until approved by an executive officer of Our company and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Certificate or waive any of its provisions.
2. Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, We have authority to control, manage, and interpret the Group Policy, to administer claims and to resolve all questions arising in the administration, interpretation and application of the Group Policy.
3. Our authority includes, but is not limited to the following:
  - a) the right to resolve all matters when a review has been requested;
  - b) the right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
  - c) the right to determine eligibility for insurance, entitlement to benefits, the amount of benefits payable and the sufficiency and the amount of information We may reasonably require to make determinations.

**D. Incontestability of Insurance**

1. Any statement made to obtain or to increase insurance is a representation and not a warranty.
2. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless:
  - a) the insurance would not have been approved if We had known the truth; and
  - b) We have given You or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.
3. After insurance has been in effect for 2 years, during the lifetime of the Insured Person, We will not use a misrepresentation as a basis for reducing or denying a claim.

**E. Incontestability of the Group Policy or Employer Coverage under the Group Policy**

1. No misrepresentation by the Policyholder or Your Employer will be used as a basis for denying a claim, or for denying the validity of the Group Policy or Your Employer's coverage under the Group Policy unless:
  - a) the Group Policy would not have been issued or Your Employer's coverage under the Group Policy would not have been approved if We had known the truth; and
  - b) We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.
2. The validity of Your Employer's coverage under the Group Policy will not be contested after it has been in force for 2 years, except for nonpayment of premium.

**F. Clerical Error**

1. Clerical error by Us, the Policyholder, Your Employer, or their respective Eligible Employees or representatives will not:
  - a) cause a person to become insured under the Group Policy or a provision of it.
  - b) invalidate insurance otherwise validly in force.
  - c) continue insurance otherwise validly terminated.

- d) cause an Employer to obtain coverage under the Group Policy or a provision of it.
- 2. In the event that a clerical error results in an incorrect rate, We reserve the right to adjust the rate accordingly.
- 3. The payment of premium, by itself, will not obligate Us to provide benefits to anyone who is not eligible for coverage under the Group Policy.
- 4. Your Employer acts on its own behalf as Your agent, and not as Our agent. Your Employer has no authority to alter, expand or extend Our liability or to waive, modify or compromise any defense or right We may have under the Group Policy.

G. Misstatement

1. Age or Gender

If the age or gender, or both, of a person has been misstated, We will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:

- a) the amount of insurance based on the correct age and gender; and
  - b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.
  - c) in the event of a rescission, that Insured Person's insurance would be subject to the "Incontestability" provision. In such case, We will return the premium paid for the Insured Person's insurance.
2. A legal action may not be brought to recover on this Certificate within 60 days after written Proof of Loss has been given as required. No such action may be brought after 3 years from the time written proof was required to be given.

H. Assignment

An Insured may not assign any of his or her rights, privileges or benefits under the Group Policy, unless approved by Us.

I. Conformity With State Laws

If any provision of this Certificate is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

GTL-C2300-0608T-NH

**NOTICE CONCERNING EXCLUSIONS FROM COVERAGE**  
UNDER THE  
NEW HAMPSHIRE LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT OF 2019  
R.S.A. 408-F

**THIS POLICY OR A PORTION OF THIS POLICY IS NOT  
OR MAY NOT BE COVERED BY THE  
NEW HAMPSHIRE LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION**

**EXCLUSIONS FROM COVERAGE:**

The following are **not** covered by the New Hampshire Life and Health Insurance Guaranty Association:

- any policy or portion of a policy or contract not guaranteed by the insurer or under which the risk is borne by the policy holder or contract holder;
- any policy or contract of reinsurance, unless assumption certificates have been issued;
- interest rate guarantees that exceed certain statutory limitations;
- any plan or program of an employer, association, or similar entity to provide life, health, or annuity benefits to its employees or members to the extent that the plan or program is self-funded or uninsured, including, but not limited to, benefits payable by an employer, association, or similar entity;
- dividends, experience rating credits, or fees for services in connection with a policy;
- any policy or contract issued in this state by an insurer at a time when it was not licensed or authorized to do business in New Hampshire;
- any unallocated annuity contract issued to an employee benefit plan protected under the federal Pension Benefit Guaranty Corporation;
- any portion of any unallocated annuity contract which is not issued to or in connection with a specific employee, union, or association or natural persons benefit plan or a government lottery;
- any portion of a policy or contract to the extent that the required assessments are preempted by federal or state law;
- interest or changes in value determined by an index or other external reference but which have not been credited or which a policy or contract owner's rights are subject to forfeiture;
- a policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C and D; or Medicaid;
- structured settlement annuity benefits that have been transferred in a structured settlement factoring transaction.

Also, you may **not** be protected by this Association if:

- you are not a resident of the state of New Hampshire, except in certain specific instances;
- you are eligible for protection under the laws of another state;
- your policy was issued by a nonprofit hospital or medical service organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or any entity that operates on an assessment basis, an insurance exchange, or any entity similar to any of the above.

Insurance companies or their agents are required by law to give or send you this notice.

However, insurance companies and their agents are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy.

New Hampshire Life and Health Insurance Guaranty Association  
10 Chestnut Drive, Unit B Bedford, NH 03110  
(603) 472-3734 [www.nhlifega.org](http://www.nhlifega.org)

New Hampshire Department of Insurance  
21 South Fruit Street, Suite 14  
Concord, NH 03301  
(603) 271-2261 [www.nh.gov/insurance/](http://www.nh.gov/insurance/)

February 2020



# APPENDIX D

## **STD Insurance**



# SHORT-TERM DISABILITY SCHEDULE OF BENEFITS Town of Meredith

This Schedule of Benefits summarizes certain important provisions of your employer's Group Short-Term Disability (STD) Plan. Additional details of the Plan (including terms, conditions, eligibility rights, obligations and benefits) are outlined in the STD Plan Summary.

The STD Plan Summary is available online at [www.healthtrustnh.org](http://www.healthtrustnh.org). You may request a hard copy of the STD Plan Summary from your employer or HealthTrust. Contact HealthTrust's Enrollee Services at 800.527.5001 or [enrolleeservices@healthtrustnh.org](mailto:enrolleeservices@healthtrustnh.org).

<b>Employer:</b>	Town of Meredith
<b>Plan Anniversary Date:</b>	January
<b>Type of Coverage:</b>	Non-Contributory
<b>Eligible Class:</b>	Class 01-All Eligible Employees
<b>Probationary Period:</b>	0 Month(s)
<b>Benefits Waiting Period:</b>	8 day(s) Accident 8 day(s) Illness
<b>STD Benefit Amount (weekly)*:</b>	66.67% of Earnings (weekly base pay)
<b>Maximum STD Benefit Amount (weekly)*:</b>	\$1,800
<b>Maximum Benefit Period:</b>	13 Weeks

\*STD Benefit Amounts are subject to offsets and rights of recovery for any other benefits or payments for loss of income for which you may be eligible.

If you have questions or need further information, please contact your employer or HealthTrust's Enrollee Services at 800.527.5001 or [enrolleeservices@healthtrustnh.org](mailto:enrolleeservices@healthtrustnh.org).

PO Box 617 • Concord, NH 03302-0617 • Tel. 603.226.2861 • Toll Free 800.527.5001 • Fax: 603.226.2988  
Email: [info@healthtrustnh.org](mailto:info@healthtrustnh.org) • Website: [www.healthtrustnh.org](http://www.healthtrustnh.org)

# APPENDIX E

## **LTD Insurance**

# **Certificate of Insurance**

## **GROUP LONG TERM DISABILITY INSURANCE**

Town of Meredith  
NEW HAMPSHIRE  
All Eligible Full Time Employees



Administered by: HealthTrust, Inc.

Class# 01 Suffix: 255

**AMENDMENT TO  
GROUP LONG TERM DISABILITY INSURANCE  
ISSUED TO  
EMPLOYERS PARTICIPATING IN  
HEALTHTRUST, INC.**

This Amendment effective January 1, 2024, amends certain provisions of the Group Long Term Disability Insurance Certificate of Coverage as specified below. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the Group Policy, unless otherwise stated herein.

In consideration of issuance, the Certificate is hereby amended and modified as follows:

1. Section "EXCLUSIONS", exclusion "F. Pre-existing Conditions" is revised to read:

"F. Pre-existing Conditions

1. Your current LTD coverage. You are not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless:
  - a) you have not received treatment for the Pre-existing Condition for 6 consecutive months; or
  - b) you have been continuously insured under the Group Policy for at least 9 months, if you were not subject to Evidence of Insurability, and have been Actively at Work for at least 1 full day after the end of the 9 months; or
  - c) you have been continuously insured under the Group Policy for at least 12 months, if you were subject to Evidence of Insurability, and have been Actively at Work for at least 1 full day after the end of the 12 months.
2. If you are not covered for a Disability because of the Pre-existing Condition exclusion for Your current LTD coverage, you are not covered for that same Disability for any LTD coverage increase because of an Eligible Class or Group Policy change.
3. **Pre-existing Condition** means a mental or physical condition whether or not diagnosed or misdiagnosed for which you have consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the 3 month period just before the effective date of your insurance under the Group Policy."

**MADISON NATIONAL LIFE INSURANCE COMPANY, INC.**

1241 John Q. Hammons Drive · Madison, WI 53717

**GROUP LONG TERM DISABILITY INSURANCE  
CERTIFICATE OF COVERAGE**

The Group Policy has been issued to the Policyowner. No coverage under the Group Policy is in effect until approved in writing by Madison National Life Insurance Company, Inc.

The Employer must apply for group long term disability insurance coverage under the Group Policy and join the Policyowner by submitting a completed Joinder Agreement and agreeing to pay premiums. The Group Policy contains numerous optional and variable provisions. The options and variables we have approved for the Employer's coverage under the Group Policy are contained in the Joinder Agreement and the Certificate(s) of Coverage. Only those provisions of the Group Policy which appear in the Joinder Agreement and the Certificate(s) of Coverage will apply to the Employer's coverage under the Group Policy. All provisions on this and the following pages are part of the Certificate of Coverage.

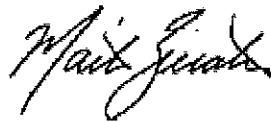
The Group Policy is on file and available for review at the main office of the Policyowner. The Certificate summarizes and explains the parts of the Group Policy that apply to you. This certificate is not an insurance policy. In the event of any conflict between the Group Policy and the Certificate, the Group Policy will control.

This Certificate replaces any other Certificates previously provided to you under the Group Policy.

Unless defined differently within a particular provision, the terms "you" and "your" mean the Eligible Person. "We", "us" and "our" mean Madison National Life Insurance Company. Other defined terms appear with their initial letters capitalized. References to section headings appear in quotation marks.

**MADISON NATIONAL LIFE INSURANCE COMPANY, INC.**

By



Marita Zuraitis  
President

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## SCHEDULE OF BENEFITS

Employer(s):	Town of Meredith
Plan Number:	73255
Original Plan Effective Date:	January 1, 2024
Eligible Class:	Class 01: All Eligible Full Time Employees
Employer Premium Contribution:	100%
Elimination Period:	90 consecutive calendar days
Minimum Hourly Work Requirement:	30 hours per week
Waiting Period:	None
Evidence of Insurability:	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue
Employee Eligibility Date:	First of month following or coinciding with completion of the Waiting Period
Minimum Participation Requirement:	100%
Leaves and Sabbaticals:	Coverage with premium payment while on FMLA leave; Coverage with premium payment until the end of the month following the month in which a Paid or Unpaid Leave began; Coverage with premium payment until the end of the month following the month in which a Layoff began
Definition of Disability:	Zero Day
Own Occupation Period:	24 months following the end of the Elimination Period
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period
Cumulative Elimination Period:	14 days
Recurrent Disability:	6 months
Predisability Earnings:	Base pay only
Maximum Monthly Covered Salary:	\$10,000
LTD Benefit Percentage:	60%



Maximum Monthly Benefit: \$6,000  
 Guarantee Issue: \$6,000  
 Minimum Monthly Benefit: Greater of \$100 or 10% of Gross LTD Benefit  
 Maximum Benefit Period:

Age at Disablement	Benefit Duration*
59 or younger	To age 65
60	5 years
61	4 years
62	3 ½ years
63	3 years
64	2 ½ years
65	2 years
66	1 ¾ years
67	1 ½ years
68	1 ¼ years
69 and over	1 year
*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.	

Work Incentive Period: Duration of Benefits  
 LTD Benefit Calculation: Standard – Non-Contract Day  
 Social Security Integration: Full Family  
 Freeze Type: General Freeze  
 Pre-existing Condition Exclusion: 3 months/6 months/9 months if not subject to Evidence of Insurability; 3 months/6 months/12 months if subject to Evidence of Insurability  
 Mental Disorder Limitation: 24 Months unless hospital confined, with recovery  
 Substance Abuse Limitation: 24 Months unless hospital confined, with recovery  
 Claim Payment Method: Monthly

Rehabilitation Benefit:

Included

Survivor Benefit:

Included

GLDI-C400-(12/06)

## DEFINITIONS

**Active Work** and **Actively at Work** are defined in Section II.

**Any Occupation** means any job for which you are qualified by education, training, or experience regardless of whether you are working in that or another occupation.

**Contributory** means that you pay all or a portion of the premium for insurance.

**CPI-W** means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

**Deductible Income** is defined in Section XIV.

**Disability** and **Disabled** are defined in Section VIII.

**Eligible Class** means an employment classification defined by the Employer and specified in the "Schedule of Benefits". You must be a member of an Eligible Class in order to be eligible for insurance under the Group Policy.

**Eligible Person** is defined in Section II.

**Elimination Period** means the period of time that you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable during the Elimination Period. Your Elimination Period is specified in the "Schedule of Benefits".

**Employee** is defined in Section II.

**Employer** means an employer (including approved affiliates and subsidiaries) participating in the HealthTrust, Inc and to which we have assigned a Plan Number and issued a Joinder Agreement.

**Evidence of Insurability** is defined in Section III.

**Group Policy** with respect to the Policyowner means the group LTD insurance policy issued by us to the Policyowner. Group Policy with respect to an Employer means only those provisions of the Group Policy, including the options and variables requested by the Employer, that we have approved for that Employer with respect to its eligible employees. The Employer's coverage under the Group Policy is described in the Joinder Agreement provided by us to the Employer and identified by the Plan Number.

**Gross LTD Benefit** is defined in Section XIII.

**Guarantee Issue** is the amount of coverage provided, up to the Maximum Monthly Benefit, which is not subject to Evidence of Insurability.

**Hospital** means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

**Injury** means a bodily injury that is the direct result of an accident, that is not related to any other cause, and which in and of itself results in your Disability within 90 days. Benefits will be payable to you only if the Injury occurs while you are insured under the Group Policy.

**Insured Person** means an Eligible Person whose coverage has become effective under the Group Policy.

**Joinder Agreement** means the document entered into between the Policyowner, the Employer and us describing the coverage requested by the Employer with respect to its Employees, which has been approved by us and assigned a Plan Number.

**Late Enrollee** means an Employee who applies for coverage under the Group Policy more than 31 days after becoming an Eligible Person.

**LTD** means long term disability.

**LTD Benefit** means the net benefit payment due to you after deductions are applied to your Gross LTD Benefit as provided for under the Group Policy. Your LTD Benefit is calculated under Section XIII.

**Material Duties** is defined in Section II.

**Maximum Benefit Period** means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Elimination Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. Your Maximum Benefit Period is specified in the "Schedule of Benefits".

**Mental Disorder** means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome listed in the latest edition of American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

**Noncontributory** means the Employer pays the entire premium for insurance.

**Own Occupation** means the regular job you held just before your Disability began.

**Physical Disease** means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes Pregnancy.

**Physician** means a licensed medical professional under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision.

For the purpose of this Group Policy, Physician will not include you or your Spouse, or the brother, sister, parent or child of either an Insured Person or an Insured Person's Spouse.

**Plan Effective Date** means the date on which the Group Policy (with respect to the Employer) becomes effective.

**Plan Number** means the number used by us to reference an Employer and the terms of coverage specified under that Employer's Joinder Agreement.

**Policyowner** means HealthTrust, Inc.

**Predisability Earnings** is defined in Section XII.

**Pre-existing Condition** is defined in Section XVII.

**Pregnancy** means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

**Prior Plan** means an Employer's group long term disability insurance plan in effect on the day immediately preceding the Plan Effective Date under this Group Policy.

**Proof of Loss** is defined in Section XX.

**Regular Care of a Physician** means:

1. that you personally visit a Physician as frequently as is medically required according to standard medical practice, but in no event less than annually, to effectively manage and treat your disabling condition(s);
2. that your Physician is rendering appropriate treatment and care for the disabling condition(s) which conform(s) with standard medical practice and is the most appropriate for the disabling condition(s), according to standard medical practice; and
3. that you are complying with all aspects of the treatment plan prescribed by the Physician.

**Retirement Date** means the earlier of:

1. the date you retire as defined by your Employer;
2. the date you become eligible to receive retirement benefits under any pension plan to which the Employer contributes, or
3. the date you become eligible to receive retirement benefits under any state or federal retirement plan or under social security law.

**Spouse** means a person to whom you are legally married and from whom you are not legally separated.

**Substance Abuse** means a condition listed in the latest edition of American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease within a classification category or code including but not limited to 291, 292, 303, 304 or 305.

**Waiting Period** is defined in Section II and the "Schedule of Benefits".

**Work Earnings** means your gross monthly earnings from work performed while Disabled.

If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings, we:

1. will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis;
2. will not be limited to the taxable income you report to the Internal Revenue Service;
3. may ignore expenses under section 179 of the IRC as a deduction from your gross earnings;
4. may ignore depreciation as a deduction from your gross earnings;
5. may adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine Work Earnings by averaging your earnings over the most recent three month period. During the Own Occupation Period, you will no longer be Disabled when your average Work Earnings over the last three month period equal or exceed 80% of your Predisability Earnings, or when you are capable of earning 80% or more of your Predisability Earnings. During the Any Occupation Period, you will no longer be Disabled when your average Work Earnings over the last three month period equal or exceed 80% of your Predisability Earnings, or when you are capable of earning 80% or more of your Predisability Earnings.

## I. INSURING CLAUSE

- A. If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of your Employer's coverage under the Group Policy, after we receive satisfactory Proof of Loss.

GLDI-C600-(12/06)

## II. ELIGIBILITY FOR INSURANCE

- A. To be eligible for insurance under the Group Policy, you must be an Eligible Person. An **Eligible Person** is an Employee who has met the following requirements:
1. You must be an Employee. **Employee** means an individual who works for the Employer as a member of an Eligible Class who is reported on the Employer's records for Social Security and tax withholding purposes.
  2. You must be a citizen or legal resident of the United States or Canada, and you must reside in the United States or Canada;
  3. You must be Actively at Work and capable of sustained Active Work on the effective date of your coverage and on the effective date of any subsequent increase in LTD coverage because of an Eligible Class of Group Policy change.
    - a) **Active Work** and **Actively at Work** mean performing all the Material Duties of your Own Occupation at your Employer's usual place of business, and satisfying the Minimum Hourly Work Requirement. Actively at Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days.
    - b) **Minimum Hourly Work Requirement** means the work hours over a given time period that are required of you by your Employer in order to be eligible for coverage. Your Minimum Hourly Work Requirement is specified in the Schedule of Benefits.
    - c) **Material Duties** means the duties generally required of you in your Own Occupation that cannot be reasonably modified or omitted. In no event will working more than an average of 40 hours per week be considered a Material Duty.
  4. You cannot be a temporary or seasonal employee, full-time member of the armed forces of any country, leased employee or independent contractor.
  5. You must satisfy your Waiting Period. **Waiting Period** means the period of time that you must be Actively at Work as an Employee before your coverage may become effective. Your Waiting Period is specified in the "Schedule of Benefits".

GLDI-C700-(12/06)

## III. BECOMING INSURED

- A. To become an Insured Person under the Group Policy, you must be an Eligible Person and meet the following requirements as each may apply:
1. If Evidence of Insurability is required, you must provide such Evidence of Insurability and be approved for coverage by us. The Schedule of Benefits specifies when Evidence of Insurability is required.
  2. Evidence of Insurability.
    - a) Providing **Evidence of Insurability** means that an applicant must:

- (1) complete and sign our Evidence of Insurability application and return the original application to us no later than 60 days from the date of signing; and
  - (2) authorize us to obtain information about the applicant's health; and
  - (3) undergo a physical examination, if required by us, which may include diagnostic testing; and
  - (4) provide any additional information about the applicant's insurability that we may reasonably require.
- b) If you, your Spouse or your dependents are required to provide Evidence of Insurability, you will be responsible for all costs associated with providing Evidence of Insurability.
- c) In each case where Evidence of Insurability is required, we base our decision whether to approve coverage on the information provided during the underwriting process. If we learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, we may retroactively rescind coverage and deny claims.
3. If the insurance you wish to obtain is Contributory insurance, you must apply in writing and remit the required premiums.

## B. Effective Date of Your Insurance

### 1. Initial Enrollment

- a) Noncontributory insurance not subject to Evidence of Insurability, or which is subject to Evidence of Insurability and has been approved by us, becomes effective on the date you become an Eligible Person. If, however, you initially waive participation in such coverage and then later wish to participate, you will be treated as a Late Enrollee, subject to Evidence of Insurability.
- b) Contributory insurance subject to Evidence of Insurability becomes effective on the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- c) Contributory insurance not subject to Evidence of Insurability. Provided that you apply prior to, or within 31 days of becoming an Eligible Person, Contributory insurance not subject to Evidence of Insurability becomes effective on the date you become an Eligible Person. If you do not apply for such coverage prior to, or within 31 days of becoming an Eligible Person and subsequently wish to obtain coverage, you will be a Late Enrollee, subject to Evidence of Insurability.

### 2. Increases in Existing Coverage and Late Enrollee Applications

- a) Where Evidence of Insurability is required, increases of existing coverage and Late Enrollee applications become effective on the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- b) Where Evidence of Insurability is not required, an increase of existing coverage becomes effective on the date that you become eligible for such coverage.

3. If you are incapable of sustained Active Work due to a Disability on the day before the scheduled effective date of your insurance, such insurance will not become effective until the day after you are capable of sustained Active Work and complete one day of Active Work as an Eligible Person.

#### IV. WAIVER OF PREMIUM

- A. Premium payments are required during the Elimination Period. However, payment of premium is waived while LTD Benefits are payable. Upon your return to Active Work, premium payments will again be payable.

GLDI-C900-(12/06)

#### V. WHEN YOUR INSURANCE ENDS

**This provision applies to you if you are not Disabled.**

- A. Except as otherwise provided for under this section, your coverage will cease on the earliest of the following dates:
1. the date your Employer's coverage under the Group Policy terminates;
  2. the date you cease to be an Eligible Person;
  3. the date that your premium payment is not paid when required;
  4. the date you become eligible for coverage under another group long-term disability policy;
  5. if you are a contract employee not returning to work as an Eligible Person the next contract year, the earlier of the following:
    - a) the date you become employed with another employer;
    - b) your Retirement Date;
    - c) expiration of the current contract year;
  6. your Retirement Date.
- B. Approved FMLA Leave of Absence - Contributory or Noncontributory Coverage
1. If you are on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993, as amended, or the leave period required by applicable state law, provided that:
    - a) the FMLA leave is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and the amount of your covered salary. Such documentation about your leave must be available to Us at Our request
    - b) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and
    - c) the Employer remits the required premium for coverage.
  2. The Elimination Period can be satisfied and benefits may be payable during a FMLA leave subject to all other contract provisions. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the leave, or the salary for which premium was paid.
- C. Paid Leave of Absence. If you are on a paid leave of absence, coverage will continue subject to the following:
1. Noncontributory coverage
    - a) Coverage will continue provided that:
      - (1) the paid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and the amount of your covered salary. Such documentation about your paid leave of absence must be made available to Us at Our request; and
      - (2) paid leaves of absence and the right to continue coverage during paid leaves are available to all Employees in the same Eligible Class under the Group Policy; and
      - (3) the Employer remits the required premium for coverage.
    - b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.



- c) Unless you return to active, eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on the earlier of the date the paid leave of absence is scheduled to end or the end of the month following the month in which the paid leave of absence began.

2. Contributory Coverage

- a) Coverage will continue provided that:
  - (1) the paid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and the amount of your covered salary. Such documentation about your paid leave of absence must be made available to Us at Our request; and
  - (2) paid leaves of absence and the right to continue coverage during paid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
  - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on the earlier of the date the paid leave of absence is scheduled to end, or the end of the month following the month in which the paid leave of absence began or the date you fail to pay premium as required.
- d) If you choose not to continue coverage or your coverage terminates during a paid leave of absence and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.

D. Unpaid Leave of Absence - If you are on an unpaid leave of absence, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
  - (1) the unpaid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and the amount of your covered salary. Such documentation about your unpaid leave of absence must be made available to Us at Our request; and
  - (2) unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
  - (3) the Employer remits the required premium for coverage.
- b) No benefits are payable during an unpaid leave of absence. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end, or the end of the month following the month in which the unpaid leave of absence began.

## 2. Contributory Coverage

### a) Coverage will continue provided that:

- (1) the unpaid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and the amount your covered salary. Such documentation about your unpaid leave of absence must be made available to Us at Our request; and
- (2) unpaid leaves of absence and the right to continue coverage during unpaid leave of absence are available to all Employees in the same Eligible Class under the Group Policy; and
- (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.

b) No benefits are payable during an unpaid leave of absence. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.

c) Unless you return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end, or the end of the month following the month in which the unpaid leave of absence began or the date you fail to pay premium as required.

d) If you choose not to continue coverage or your coverage terminates during an unpaid leave of absence and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.

## E. Layoffs - Contributory or Noncontributory Coverage

1. If you are on a leave of absence due to a lay-off, coverage will continue through the end of the month following the month in which you last worked prior to the layoff provided that any premium for you is paid for that period.

GLDI-C1000-(12/06)

## VI. RULES FOR TRANSFER OF EMPLOYEES FROM PRIOR PLAN

A. If you were eligible for insurance and insured under the Prior Plan on the day before the Plan Effective Date, you can become insured on the Plan Effective Date without meeting the Active Work requirement under Section II.A.3.

B. The LTD Benefit will be the lesser of the monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force, or the LTD Benefit as determined under the other provisions of this Group Policy. However, no benefits will be payable to you under the Group Policy if any benefits are payable to you under the Prior Plan.

C. If you were eligible for insurance under the Prior Plan for more than 31 days but were not insured under the Prior Plan, you must provide Evidence of Insurability and be approved by us to become insured.

D. Continuation of Coverage and Pre-existing Conditions. In calculating the coverage period for determining whether the Pre-existing Condition Exclusion applies, we will include any period of continuous coverage under the Prior Plan immediately preceding the date you became insured under the Group Policy.

GLDI-C1100-(12/06)

## VII. REINSTATEMENT OF COVERAGE

- A. If your coverage ends, you may become covered again as an Insured Person, subject to the following:
1. If you cease to be an Eligible Person and coverage ends, and then you return to Active Work with the Employer again within 3 months, the Waiting Period will be waived on the first day of your return to Active Work and you will not have to provide Evidence of Insurability. If you become covered again under this paragraph, the Pre-existing Condition Exclusion will be applied as if there had been no gap in coverage.
  2. If your coverage ends because you fail to make the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, and then you return to Active Work and enroll for coverage within 31 days of the earlier of:
    - a) the end of the period of leave you and your Employer agreed upon; or
    - b) the end of the 12 week period following the date your leave began,then the Waiting Period will be waived and you will not have to provide Evidence of Insurability. If you become covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.
  3. In all other cases, if your coverage ends because you fail to make the required contribution, you must provide Evidence of Insurability to become covered again.
  4. In no event will insurance coverage be retroactive.

GLDI-C1200-(12/06)

## VIII. DEFINITION OF DISABILITY

- A. **Disability or Disabled** means that during the Elimination Period and your Own Occupation Period you are, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform one or more of the Material Duties of your Own Occupation, and, due to such inability, your Work Earnings are less than 80% of your Predisability Earnings, and you are incapable of earning 80% or more of your Predisability Earnings.

Your Work Earnings may be Deductible Income. See the "LTD Benefit Calculation" and "Deductible Income" sections.

- B. After your Own Occupation Period ends, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform one or more of the Material Duties of Any Occupation, and, due to such inability, your Work Earnings are less than 80% of your Predisability Earnings, and you are incapable of earning 80% or more of your Predisability Earnings.

Your Work Earnings may be Deductible Income. See the "LTD Benefit Calculation" and "Deductible Income" sections.

- C. **Loss of License or Certification.** For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- D. **Preventive Measures.** Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.
- E. Your Own Occupation Period and Any Occupation Period are specified in the Schedule of Benefits.

GLDI-C1300-(12/06)

## IX. CUMULATIVE ELIMINATION PERIOD

- A. If your Disability ceases during the Elimination Period for 14 days or less, then the Disability will be treated as continuous. However, days that you are not Disabled will not count toward the Elimination Period.

GLDI-C1401-(12/06)

## X. RECURRENT DISABILITY

- A. If you return to work for your Employer from a Disability for which benefits were payable under the Group Policy and then become Disabled again due to the same or related cause, we will treat the separate periods of Disability as one period of continuous Disability, provided you are continuously insured under the Group Policy during the period of recovery and the period of recovery does not exceed 6 months. Benefits resume on the date your Disability recurs.
- B. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again due to an unrelated cause, we will treat the subsequent Disability as a new claim, subject to all of the terms of the Group Policy.
- C. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again more than 6 months after you return to work, the subsequent Disability will be treated as a new claim, subject to all of the terms of the Group Policy.
- D. For the purposes of this provision, if your occupation with the Employer does not allow you to be Actively at Work for the entire calendar year due to a seasonal or regularly scheduled employment break, we will consider you to have returned to work if you would have been able to return to work had work been regularly scheduled.

GLDI-C1500-(12/06)

## XI. WHEN LTD BENEFITS END

- A. Your LTD Benefits end automatically on the earliest of the following:
1. The date you are no longer Disabled;
  2. The date your Maximum Benefit Period ends;
  3. The date you die;
  4. The date you become eligible for coverage under any other group LTD plan under which you become insured through employment;
  5. The date you fail to provide satisfactory objective medical evidence of continued Disability;
  6. The date you fail to comply with our request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of our choice;
  7. The date you refuse to accept an accommodated position, offered by your Employer, which you are able to perform, whether it is in your Own Occupation or Any Occupation;
  8. The date at which you have resided outside of the United States or Canada for 6 months;
  9. The date you are confined in a penal or correctional institution or under house arrest;
  10. The date you fail to comply with any requirements set forth in Section XIX, Responsibilities of Disabled Insureds;
  11. The date you are able to work and earn 80% of your Predisability Earnings but choose not to.

GLDI-C1600-(12/06)

## XII. PREDISABILITY EARNINGS

- A. **Predisability Earnings** means your earnings in effect on your last full day of Active Work prior to becoming Disabled. Unless otherwise specifically provided for under the Group Policy, any subsequent change in your earnings will not affect your Predisability Earnings.

B. Methods of Calculating Predisability Earnings

1. Salaried Employees. Your monthly Predisability Earnings are equal to your annual Predisability Earnings divided by twelve.
2. Hourly Employees. If you are paid hourly, your monthly Predisability Earnings will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, not to exceed 173.33 hours. If you do not have regular work hours, your monthly Predisability Earnings are based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), not to exceed 173.33 hours.

C. **Predisability Earnings** includes the following:

1. your base rate of pay.

D. **Predisability Earnings** does not include the following:

1. commissions;
2. bonuses;
3. overtime pay;
4. pay for extracurricular activities;
5. longevity pay;
6. extra duty pay;
7. supplemental pay;
8. shift differential;
9. your Employer's contributions to your health insurance premium;
10. your Employer's contributions to a Tax Sheltered Annuity (TSA);
11. your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;
12. any other extra compensation.

E. Notwithstanding Section A above, in no event will your monthly Predisability Earnings exceed either the monthly salary for which premiums have been paid or the Maximum Monthly Covered Salary.

GLDI-C1700-(12/06)

### XIII. LTD BENEFIT CALCULATION

A. Your monthly **Gross LTD Benefit** is equal to the lesser of your monthly Predisability Earnings times the LTD Benefit Percentage, or the Maximum Monthly Benefit.

B. Your monthly **LTD Benefit** is equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).

GLDI-1800-(12/06)

#### XIV. DEDUCTIBLE INCOME

- A. Your Gross LTD Benefit will always be reduced by Deductible Income which is available to you or which you are eligible to receive as a result of your Disability, whether or not you apply for and receive such payments or benefits. The Deductible Income that we will subtract from your Gross LTD Benefit is listed below.
- B. To receive the full measure of income under the Group Policy, you must apply for all Deductible Income for which you may be eligible as soon as you are entitled to such benefits. If you do not apply for and actively pursue in good faith all Deductible Income for which you may be eligible, we may make our own conclusion as to whether you are entitled to those benefits. If we reasonably and in good faith determine that you are entitled to Deductible Income, we will estimate the amount of those benefits and reduce the Gross LTD Benefit by that estimated amount as of the date on which we deem you were eligible to receive Deductible Income. Integration of the estimated amount of Deductible Income that we have determined is available to you will continue until you provide us with proof that you have filed the appropriate application(s) and continue to actively pursue Deductible Income.

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you receive the Deductible Income in another month.

- C. If you are paid Deductible Income in a lump sum, we will use the period of time to which the Deductible Income applies. If no period of time is stated, we will make a reasonable estimate.
- D. We will not estimate the amount of Deductible Income nor reduce your Gross LTD Benefit by any amounts for which applications or administrative appeals for Deductible Income are pending, provided that you:
1. apply for in good faith and pursue to our satisfaction all Deductible Income for which we determine you might be eligible;
  2. designate, at our request, an agent endorsed by us as your representative in the application process and cooperate with that representative at all stages of the application process;
  3. keep us informed on a timely basis of the status of all applications for Deductible Income;
  4. sign a Reimbursement Agreement; and
  5. pursue administrative appeals of Deductible Income denials.

E. **Deductible Income** includes the following:

1. Sick pay (including donated amounts and paid time off);
2. Work Earnings as follows:
  - a) During the Duration of Benefits (the "Work Incentive Period"), if the total amount of your Gross LTD Benefit plus the amount you receive from Work Earnings exceeds 100% of your Predisability Earnings, the amount in excess of 100% of your Predisability Earnings will be included in Deductible Income;
  - b) Upon expiration of the Work Incentive Period, 100% of your Work Earnings will be included in Deductible Income.

3. Any amount you receive or are eligible to receive because of your Disability under any of the following:
  - a) a Workers' Compensation Law to the extent we, at our discretion, determine that these amounts are of the general character as payments provided under the Group Policy for Disability;
  - b) the Jones Act;
  - c) Maritime Doctrine of Maintenance, Wages or Cure;
  - d) Longshoremen's and Harbor Worker's Act;
  - e) any similar act or law;
4. The amount that you, your Spouse and children receive or are eligible to receive because of your disability or retirement benefits under:
  - a) the United States Social Security Act;
  - b) the Canada Pension Plan;
  - c) the Quebec Pension Plan;
  - d) the Railroad Retirement Act; or
  - e) any similar Plan or Act;

Benefits your Spouse or a child receive or are eligible to receive because of your Disability are Deductible Income regardless of the marital status, custody, or place of residence;

5. Any amount you receive or are eligible to receive because of your Disability under any state disability income benefit law or similar law;
6. Retirement plans
  - a) Any disability or retirement benefits you receive or are eligible to receive because of your Disability under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, or a plan arranged and maintained by a union or employee association for the benefit of its members;
  - b) If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income to age 65 with no survivor benefit will be used to determine Deductible Income;
  - c) Your and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan;
7. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law;
8. Any amount you receive or are eligible to receive from or on behalf of a third party because of your Disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees;
9. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed;
10. Any amount you receive under any "no fault" motor vehicle plan. However we will not include "no fault" motor vehicle plan benefits as Deductible Income if the benefits, according to the provisions of the "no fault" motor vehicle plan, are calculated after the benefits under this Policy are calculated
11. Any amount you receive or are eligible to receive because of your Disability under any group insurance coverage.

**F. Deductible Income** does not include the following:

1. Any cost of living increases in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical or surgical expense;
3. Reasonable attorneys' fees incurred in connection with a claim for Deductible Income;
4. Benefits from any individual disability insurance policy;
5. Early retirement benefits under the Federal Social Security Act which are not received;
6. Group credit or mortgage disability insurance benefits;
7. Accelerated benefits paid under a life insurance policy;
8. Under your Employer's retirement plan, any amount you could have received upon termination of employment without being disabled or retired;
9. Benefits from the following:
  - a) Profit sharing plan;
  - b) Thrift or savings plan;
  - c) Plan under IRC Section 401(k), 408(k), or 457;
  - d) Individual Retirement Account (IRA);
  - e) Tax Sheltered Annuity (TSA) under IRC Section 403(b);
  - f) Stock ownership plan;
  - g) Keogh (HR-10) plan;
  - h) Retirement plan under a professional service corporation with respect to principals.

GLDI-C1900-(12/06)

**XV. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED**

- A. During each period of continuous Disability, we will pay LTD Benefits according to the terms of your Employer's coverage under the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:
1. any amendment to the Group Policy or your Employer's coverage under the Group Policy that is effective after you become Disabled.
  2. termination of the Group Policy or your Employer's coverage under the Group Policy after you become Disabled.

GLDI-C2000-(12/06)

**XVI. EFFECT OF NEW DISABILITY**

- A. If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled, subject to the following:
1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period;
  2. The "Exclusions" and "Limitations" sections will apply to the new cause of Disability.

GLDI-C2100-(12/06)



## XVII. EXCLUSIONS

- A. **War.** You are not covered for a Disability caused or contributed to by War or any act of War. War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties.
- B. **Criminal Conduct.** You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault, battery, or any other crime. You are not covered for a Disability caused as a result of your engaging in an illegal activity, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- C. **Military Leave.** You are not covered for military service in the armed forces of any state, province, country or international authority except during the first 15 days of National Guard or Military Reserve duty.
- D. **Imprisonment.** No LTD Benefits will be paid for any period of Disability when you are, for any reason, confined in a penal or correctional institution or under house arrest.
- E. **Intentionally Self-Inflicted Injury-Suicide.** You are not covered for a Disability caused or contributed to by an intentionally self-inflicted injury or attempted suicide, while sane or insane.
- F. **Pre-existing Conditions**
  - 1. Your current LTD coverage. You are not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless:
    - a) you have not received treatment for the Pre-existing Condition for 6 consecutive months; or
    - b) you have been continuously insured under the Group Policy for at least 12 months and have been Actively at Work for at least one full day after the end of the 12 months.
  - 2. If you are not covered for a Disability because of the Pre-existing Condition exclusion for Your current LTD coverage, you are not covered for that same Disability for any LTD coverage increase because of an Eligible Class or Group Policy change.
  - 3. **Pre-existing Condition** means a mental or physical condition whether or not diagnosed or misdiagnosed for which you have consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the 12 months period just before the effective date of your insurance under the Group Policy.

GLDI-C2200-(12/06)-NH rev 0210

## XVIII. LIMITATIONS

- A. **Mental Disorders and Substance Abuse**
  - 1. LTD Benefit payments based on a Mental Disorder or Substance Abuse are limited to 24 months for each period of continuous Disability. This is not a separate maximum for each such condition, but a combined maximum for Mental Disorders or Substance Abuse, either separate or combined.
  - 2. If your Disability is caused by Substance Abuse, you must be participating in an available rehabilitative program recommended by a Physician. An available rehabilitative program is a Substance Abuse program available to you through either: (i) another group plan of your employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to you. Except as otherwise provided for below, LTD benefits will not be made beyond the earlier of the following:

- a) the date on which LTD Benefits have been paid for the maximum duration specified in subsections A1 and A3 or under the Maximum Benefit Period;
- b) the date you are no longer participating in the rehabilitative program;
- c) the date you refuse to participate in an available rehabilitative program; or
- d) the date you complete the rehabilitative program.

3. Exception to 24 month limitation.

- a) If at the end of that 24 month period, you are confined to a Hospital or other facility qualified to provide necessary care and treatment for Mental Disorders or Substance Abuse, then the benefit period may be extended to include the time during which you remain confined, not to exceed the Maximum Benefit Period.
- b) Benefits will be payable for the length of the confinement and for up to 90 days following the end of the confinement. If you are Hospital confined again during the 90 day period for at least 14 consecutive days, benefits will be payable for the length of the second confinement and for up to 90 days following the end of the second confinement.

B. Foreign Residency. Payment of LTD Benefits is limited to 6 months for each period of continuous Disability while you reside outside of the United States or Canada.

C. Payment Limit. In no event will the LTD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event your LTD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the LTD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings.

GLDI-C2300-(12/06)

## **XIX. RESPONSIBILITIES OF DISABLED INSURED PERSONS**

### **A. Your Obligations During A Period Of Disability**

1. You must make a good faith effort to recover from, or reduce the severity of, your Disability and the resulting loss of income, or you will forfeit benefits. The Group Policy requires you to take a variety of actions in this regard, including, but not limited to, the following:
  - a) You must accept any position within a broad definition of Own Occupation that you can perform and which your Employer or another employer makes available during the Own Occupation Period regardless of whether the compensation for such work is less than your Predisability Earnings. The income earned will be treated as Work Earnings.
  - b) You must arrange for and use the Regular Care of a Physician. In addition, you must pursue any reasonable medical procedure or treatment that would likely improve your condition or end your Disability, and that does not pose unreasonable risks.
  - c) You must submit periodic evidence from your Physician that substantiates, to our satisfaction, that you remain Disabled. This required evidence includes, but is not limited to, objective medical and/or psychiatric evidence from a Physician that confirms your Disability. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his/her opinion as to why you are not able to perform the Material Duties of your Own Occupation or Any Occupation. You must obtain and provide this information at your own expense.

- d) Where they exist, you must engage in appropriate medical and/or occupational rehabilitation programs that are reasonably expected to enable you to return to work. You must notify us when you participate in such a program.
- e) You must appeal denials of Deductible Income and actively pursue such appeals in good faith.
- f) You must promptly provide us with all information that we reasonably decide is necessary to verify and administer your claim for benefits.

2. Return to Work Responsibility

- a) During the Own Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 80% of your Predisability Earnings, but you elect not to work.
- b) During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and are able to earn at least 80% of your Predisability Earnings, but elect not to work.
- c) Any earnings you receive from work you perform, or that you could receive if you worked as much as you are able to considering your Disability, that are less than 100% of your Predisability Earnings will be treated as Work Earnings.

3. Duty to Furnish Information. To receive benefits under the Group Policy, you must authorize and direct medical care providers and sources of earnings or Deductible Income to provide us with all information and records that we reasonably determine to be relevant to the determination of benefits or eligibility for benefits. We do not pay fees charged for submitting this information to us. Any such costs will be your responsibility.

B. Our Right to Examine. We may require you to be examined by a Physician, other medical practitioner and/or vocational expert of our choice, in addition to your obligation to be under the Regular Care of a Physician as specified above. In such case, we will pay for the additional examination. You must cooperate fully with the Physician, medical practitioner or vocational expert and give full effort to such examinations. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Company representative.

C. Insured Person's Failure to Comply

- 1. We have the right to suspend benefits during any portion of a Disability in which you fail to comply with any of the requirements set forth in this Certificate.
- 2. We have the further right to terminate irrevocably all further benefits under the Group Policy when benefits have been suspended for a period of 6 consecutive months due to your failure to comply with any of the requirements of the Group Policy.

GLDI-C2400-(12/06)

**XX. CLAIMS**

A. Notice of Claim

- 1. Written notice of claim should be given to us within 120 days of the date the Elimination Period ends, if that is possible. If that is not possible, you must notify us as soon as it is reasonably possible to do so.

2. When we receive a written notice of claim, we will send you our claim forms for filing Proof of Loss. If you do not receive the forms within 15 days after written notice of claim is sent, you can send us written Proof of Loss without waiting for the forms.

#### B. Proof of Loss

1. **Proof of Loss** means all the information necessary to determine that a loss occurred:
  - a) for which the Group Policy provides benefits; and
  - b) which is not subject to any exclusions; and
  - c) which meets all other conditions for benefits.
2. Written Proof of Loss must be furnished to us at our home office no later than 120 days after the end of the Elimination Period. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible. These limits will not apply while an Insured Person lacks legal capacity.
3. Any items we may reasonably require in support of a claim, such as completed claims statements and a signed authorization for us to obtain information including tax information, must be submitted at your expense. If the required documentation is not provided within 60 days after we mail our request, your claim may be denied. No benefits will be paid until we receive Proof of Loss satisfactory to us.

#### C. Investigation of Claim

1. We may investigate a claim at any time.
2. At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend benefits if you fail to attend an examination, give full effort or cooperate with the examiner.

#### D. Payment of Claims

1. We will pay LTD Benefits within 30 days after we receive satisfactory Proof of Loss, but not before satisfaction of the Elimination Period.
2. **Claim Payment Method.** LTD Benefit payments that you qualify for will be paid to you as specified in the "Schedule of Benefits". Payments for partial weekly benefits will be pro-rated based on a 7 day week. Payments for partial monthly benefits will be pro-rated based on a 30 day month.
3. LTD Benefits payable at the time of your death will be paid to the person(s) receiving the "Survivor Benefit" if applicable. If no "Survivor Benefit" is paid, the unpaid LTD Benefits will be paid to your estate.

#### E. Notice of Adverse Decision on Claim

1. We will notify you of an adverse benefit determination within a reasonable period of time, but not later than 30 days after we receive satisfactory Proof of Loss. This period may be extended by us for up to 30 days, provided that we determine that such an extension is necessary due to matters beyond our control, and provided that we notify you prior to the end of the initial 30 day period, of the circumstances requiring the extension of time and the date by which we expect to render a decision.
2. If, prior to the end of the first 30 day extension period, we determine that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that we notify you prior to the expiration of the first 30 day extension period, of the circumstances requiring the extension and the date as of which we expect to render a decision.

3. In the case of any extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. You will be given at least 45 days within which to provide the specified information.
4. If we deny any part of your claim, you will receive a written notice of denial containing the following:
  - a) the reasons for our decision;
  - b) reference to the provisions of the Group Policy on which our decision is based;
  - c) a description of any additional information needed to support your claim;
  - d) information concerning your right to a review of our decision.

F. Review Procedure

1. If all or part of a claim is denied, you may request a review. A request for a review must be in writing and received by us within 120 days after you receive notice of the denial.
2. You may send us written comments or other items to support the claim and may review any non-privileged information that relates to the request for review.
3. We will review the claim promptly after we receive the request. We will send you a notice of our decision within 45 days after we receive the request, unless special circumstances require an extension. If we determine that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the expiration of the initial 45 day period. In no event will such extension exceed a period of 60 days from the end of the initial period.

G. Assignment. The rights and benefits under the Group Policy are not assignable.

GLDI-C2500-(12/06)-NH

## **XXI. RIGHT TO REIMBURSEMENT**

- A. If we make benefit payments to you in excess of the amounts required by the provisions of this Group Policy or, if you receive retroactive benefits from any Deductible Income source for periods of time during which we paid benefits to you, you must reimburse us for any such excess, duplicate, or erroneous payments.
- B. Before any LTD Benefits are paid to you, you must execute and deliver to us a Reimbursement Agreement, provided by us, setting forth specific terms of reimbursement.
- C. Upon request, you must execute and deliver to us such documents as may be required, and do whatever else may be necessary, to secure our rights to recover any excess, duplicate, or erroneous payments.
- D. You must reimburse us in a satisfactory and timely manner for any payments made to which you were not entitled under the terms of this Policy. Such reimbursement will be due and payable immediately upon our notification to you. At our option, subsequent payment of benefits or the refund of any premium owed to you by us may be reduced or applied by us directly toward such reimbursement obligation. If you delay in notifying us of your receipt of Deductible Income or in making reimbursement to us, we will have the right to charge interest at a reasonable rate on the delinquent amount owed to us.
- E. Our acceptance of premium or other fees, or our providing or paying of benefits, does not constitute a waiver of our rights to enforce the provisions of this section in the future. The provisions of this section are in addition to, and not in lieu of, any other rights or remedies available to us at law or in equity.
- F. The Minimum Monthly Benefit may be applied to recover an outstanding overpayment.

GLDI-C2600-(12/06)

## **XXII. SUBROGATION**

- A. If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.
- B. If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits and such notice will constitute a lien on any judgment recovered.
- C. If you or your legal representatives fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, will be paid to you or as the court may direct.

GLDI-C2700-(12/06)

## **XXIII. TIME LIMITS ON LEGAL ACTIONS**

- A. No action at law or in equity may be brought until 60 days after we have received Proof of Loss. No such action may be brought more than three years after the earlier of the following:
  - 1. the date we receive Proof of Loss;
  - 2. the time within which Proof of Loss is required to be given.

GLDI-C2900-(12/06)

## **XXIV. INCONTESTABILITY PROVISIONS**

- A. **Incontestability of Insurance**
  - 1. Any statement made to obtain or to increase insurance is a representation and not a warranty.
  - 2. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless:
    - a) the insurance would not have been approved if we had known the truth; and
    - b) we have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.
  - 3. After insurance has been in effect for two years during the lifetime of the Insured Person, we will not use a misrepresentation as a basis for reducing or denying a claim.
- B. **Incontestability of the Group Policy or Employer Coverage under the Group Policy**
  - 1. Any statements made by the Policyowner to obtain the Group Policy or made by an Employer to obtain coverage under the Group Policy is a representation and not a warranty.
  - 2. No misrepresentation by the Policyowner or your Employer will be used as a basis for denying a claim, or for denying the validity of the Group Policy or your Employer's coverage under the Group Policy unless:
    - a) the Group Policy would not have been issued or your Employer's coverage under the Group Policy would not have been approved if we had known the truth; and
    - b) we have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.

3. The validity of the Group Policy or your Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

GLDI-C3000-(12/06)-NH

## **XXV. CLERICAL ERROR AND MISSTATEMENT**

### **A. Clerical Error**

1. Clerical error by us, the Policyowner, your Employer, or their respective employees or representatives will not:
  - a) cause a person to become insured under the Group Policy or a provision of it.
  - b) invalidate insurance otherwise validly in force.
  - c) continue insurance otherwise validly terminated.
  - d) cause an Employer to obtain coverage under the Group Policy or a provision of it.
2. In the event that a clerical error results in an incorrect rate, we reserve the right to adjust the rate accordingly.

B. The payment of premium, by itself, will not obligate us to provide benefits to anyone who is not eligible for coverage under the Group Policy.

C. Your Employer acts on its own behalf as your agent, and not as our agent. Your Employer has no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

### **D. Misstatement of Age or Gender**

1. If the age or gender, or both, of a person has been misstated, we will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
  - a) the amount of insurance based on the correct age and gender; and
  - b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.

GLDI-C3100-(12/06)

## **XXVI. FRAUD**

A. It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the Group Policy and recovery of any amounts we have paid.

GLDI-C3200-(12/06)

## **XXVII. TERMINATION OR AMENDMENT OF THE GROUP POLICY AND EMPLOYER COVERAGE**

A. The Group Policy may be terminated, changed or amended in whole or in part by us or the Policyowner according to the terms of the Group Policy. Any such change or amendment may apply to current or future Employers and Eligible Persons covered under the Group Policy or to any separate classes or categories thereof. An Employer's coverage under the Group Policy may be terminated, changed or amended in whole or in part by us or the Employer according to the terms of the Group Policy.

B. We may change the Group Policy and any Employer's coverage under the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyowner's or Employer's consent.

- C. We may terminate an Employer's coverage on any premium due date by giving the Employer not less than 60 days advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Eligible Persons, at any time by giving us advanced written notice at least 60 days prior to such termination. Insurance will terminate automatically for nonpayment of premium.
- D. Benefits are limited to the terms of your Employer's coverage under the Group Policy, including any valid amendments. No change or amendment of your Employer's coverage will be valid unless it is approved in writing by one of our executive officers and delivered to your Employer. The Policyowner, your Employer and their respective employees or representatives have no right or authority to change or amend the Group Policy or your Employer's coverage under the Group Policy or to waive any terms or provisions thereof without our signed, written approval.

GLDI-C3300-(12/06)

### XXVIII. REHABILITATION BENEFIT

- A. While you are Disabled, you may qualify to participate in a Rehabilitation Plan. **Rehabilitation Plan** means a written plan, program or course of medical treatment or vocational training or education that is intended to prepare you to return to work full time.
- B. To participate in a Rehabilitation Plan, you must apply in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to evaluate, approve and/or terminate your Rehabilitation Plan at any time.
- C. While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be reduced by 50% of any income earned by you for work done under the Rehabilitation Plan. If the sum of your Gross LTD Benefit and Work Earnings exceeds 100% of Predisability Earnings, the excess will be included in Deductible Income. At no time will LTD Benefits be paid beyond the Maximum Benefit Period or be less than the Minimum Monthly Benefit.

GLDI-C6300-(12/06)

### XXIX. SURVIVOR BENEFIT

- A. If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivor Benefit as follows:
  - 1. The Survivor Benefit will consist of a lump sum equal to 3 times the amount of your last LTD Benefit.
  - 2. The Survivor Benefit will first be applied to reduce any overpayment of your claim.
  - 3. The Survivor Benefit will be paid at our option to any one of the following:
    - a) Your surviving Spouse;
    - b) Your surviving unmarried children, including adopted children, under age 21;
    - c) Your surviving Spouse's unmarried children, including adopted children, under age 21;
    - d) Your estate.

GLDI-C6800-(12/06)



**NOTICE CONCERNING EXCLUSIONS FROM COVERAGE**  
UNDER THE  
NEW HAMPSHIRE LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT OF 2019  
R.S.A. 408-F

**THIS POLICY OR A PORTION OF THIS POLICY IS NOT  
OR MAY NOT BE COVERED BY THE  
NEW HAMPSHIRE LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION**

**EXCLUSIONS FROM COVERAGE:**

The following are **not** covered by the New Hampshire Life and Health Insurance Guaranty Association:

- any policy or portion of a policy or contract not guaranteed by the insurer or under which the risk is borne by the policy holder or contract holder;
- any policy or contract of reinsurance, unless assumption certificates have been issued;
- interest rate guarantees that exceed certain statutory limitations;
- any plan or program of an employer, association, or similar entity to provide life, health, or annuity benefits to its employees or members to the extent that the plan or program is self-funded or uninsured, including, but not limited to, benefits payable by an employer, association, or similar entity;
- dividends, experience rating credits, or fees for services in connection with a policy;
- any policy or contract issued in this state by an insurer at a time when it was not licensed or authorized to do business in New Hampshire;
- any unallocated annuity contract issued to an employee benefit plan protected under the federal Pension Benefit Guaranty Corporation;
- any portion of any unallocated annuity contract which is not issued to or in connection with a specific employee, union, or association or natural persons benefit plan or a government lottery;
- any portion of a policy or contract to the extent that the required assessments are preempted by federal or state law;
- interest or changes in value determined by an index or other external reference but which have not been credited or which a policy or contract owner's rights are subject to forfeiture;
- a policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C and D; or Medicaid;
- structured settlement annuity benefits that have been transferred in a structured settlement factoring transaction.

Also, you may **not** be protected by this Association if:

- you are not a resident of the state of New Hampshire, except in certain specific instances;
- you are eligible for protection under the laws of another state;
- your policy was issued by a nonprofit hospital or medical service organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or any entity that operates on an assessment basis, an insurance exchange, or any entity similar to any of the above.

Insurance companies or their agents are required by law to give or send you this notice.

However, insurance companies and their agents are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy.

New Hampshire Life and Health Insurance Guaranty Association  
10 Chestnut Drive, Unit B Bedford, NH 03110  
(603) 472-3734 [www.nhlifega.org](http://www.nhlifega.org)

New Hampshire Department of Insurance  
21 South Fruit Street, Suite 14  
Concord, NH 03301  
(603) 271-2261 [www.nh.gov/insurance/](http://www.nh.gov/insurance/)

February 2020



