MASTER AGREEMENT

BETWEEN

KEENE CITY EMPLOYEES
AFT LOCAL #6288, AFT, AFL-CIO

AND

THE CITY OF KEENE

JULY 1, 2013 – JUNE 30, 2016

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PREAMBLE

For purposes of this Agreement, the City of Keene, New Hampshire, is hereinafter referred to as the "City", and the City of Keene, New Hampshire City Council is hereinafter referred to as the "Council", and Keene City Employees, AFT Local Number 6288, AFT-NH, AFL-CIO is hereinafter referred to as the "Union".
This Agreement has at its purpose the promotion, achievement and maintenance of harmonious relations between the City and the Union and to provide for the equitable and peaceful adjustment of differences that may arise; and the setting forth of the terms of employment as provided by the New Hampshire Revised Statutes Annotated, Chapter 273-A.

ARTICLE 1
Unit Description

SECTION 1: The unit shall consist of all regular full time and part-time Keene City Employees as certified by the NH Public Employee Labor Relations Board in the following job classifications: Account Clerk I, Account Clerk II, Traffic Safety Specialist/Animal Control Officer, Airport Maintenance Technician, Airport Operations and Maintenance Foreman, Assessing Technician, Automation Specialist, Building Mechanic, Caseworker, Code Enforcement Officer, Commercial Building Inspector, Custodian, Deputy Tax Collector, Police Dispatcher, Help Desk Technician, Housing Inspector, Industrial Pretreatment Coordinator, Lab Technician, Lab Technician II, Maintenance Aide II, Maintenance Technician II, Motor Equipment Operator I, Mechanic I, Motor Equipment Operator II, Parking Enforcement Officer, Permit Technician, Plans Examiner, Sanitarian, Administrative Assistant, Administrative Assistant I, Administrative Specialist-Bureau of Criminal Investigations, Administrative/Accreditation Specialist, Police Records/Property Specialist, Police Records Specialist, and Fleet Services Administrative Coordinator. Excluded are the administrative positions in the Human Resources, Legal, City Manager, and Finance Departments.

SECTION 2: A probationary period of six months for full-time and twelve months for part-time, during which an employee may be terminated without notice for any reason. Termination of a probationary employee shall not be subject to the grievance procedure or a complaint to the PELRB.

SECTION 3: The parties recognize that for bargaining unit positions new job titles may be developed or current job titles may need to be modified to reflect city growth and development. Prior to new titles being issued, posted or bargaining unit status changed for current positions, the parties will meet to determine representation status of these positions. When changes are mutually agreed upon between the Union and City the parties will jointly file the necessary modification requests with the NH PELRB.

ARTICLE 2
Management Rights

SECTION 1: The City Council and/or its designee will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing or which hereafter exist, including, but not limited to, the following: the right to determine the standards of service to be offered by the City of Keene and its employees; the right to determine the standards of selection for employment; the right to direct its employees; including, but not limited to, the establishment of work and shift schedules and assignments

and rotation; take disciplinary action for just cause; relieve its employees from duty because of lack of work or funds or for other legitimate reasons; issue and enforce reasonable rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. It is understood and agreed that the City retains all rights, responsibilities and prerogatives not specifically modified by this Agreement.

ARTICLE 3
Employee Rights

SECTION 1: The City agrees that it will not interfere with the right of an employee to become a member of the union and agrees that there shall be no discrimination, restraint, coercion, or other interference against any employee because of membership in the Union.

SECTION 2: The Union agrees that it will not interfere with the rights of an employee not to become a member of the Union.

SECTION 3: An employee shall have the right upon request, to review the contents of his/her personnel file. Other examination of an employee's files shall be limited to persons authorized by the Department Head or City Manager. The employee shall have the right to make written response or notation to any material in his/her personnel file.

SECTION 4: The parties agree that members of the bargaining unit shall have such rights as are set forth in New Hampshire R.S.A. Chapter 273-A as same now exist or as said Chapter may be amended in any way in the future.

SECTION 5: E-mail shall not be used to issue notices of termination, suspension or letters of reprimand.

ARTICLE 4
Union Rights and Responsibilities

SECTION 1: The City recognizes the Union as the sole and exclusive bargaining agent for the employee classifications listed in Article 1 for the purposes of establishing wages, hours of work, and other conditions of employment that can be agreed to by the City and the Union for the benefit of the Employees comprising the Collective Bargaining Unit recognized herein.

SECTION 2: The City agrees to provide space on existing bulletin boards in convenient places in each work area, to be used by the Union. The Union shall limit its posting of notices and bulletins to each bulletin board. Posted materials and notices shall pertain only to union business. The Union agrees to maintain such bulletin boards in a neat and orderly condition.

SECTION 3: Officers or officials of the Union shall have the right to reasonable use of the City's in-house mail and e-mail service for correspondence related to Union business.

SECTION 4: The Union shall have access to all information which the City is required by law to make available to the public or such other information that is necessary to represent employees pursuant to this Agreement.

SECTION 5 : A reasonable number of employees who act as representatives of the bargaining unit shall be given a reasonable opportunity to meet with the City during working hours without loss of compensation or benefits for negotiating sessions with the City or grievance hearings provided that this does not interfere with normal City operations. Negotiating sessions and grievance hearings shall be scheduled by mutual agreement and neither party shall insist that all such meetings occur during either working or non-working time. No off-duty employee shall be compensated for attending negotiating sessions or grievance hearings.

SECTION 6: The bargaining unit shall on an annual basis be granted an aggregate of sixteen (16) hours of paid Union leave for the purpose of attending Union meetings, seminars or conferences. The President shall be responsible for the assignment of those hours and shall request Union leave in writing from the appropriate Department Head two (2) weeks prior to any such leave. Union leave shall not be taken when it would interfere with City operations.

SECTION 7: The KCE President or designee will provide to Human Resources a packet of information including the dues authorization form which Human Resources will provide to all new hires. The City will then notify the Union President of new hires. Postings for positions included in the bargaining unit shall also be provided to the KCE President.

SECTION 8:
The Union shall be permitted to hold one union meeting per year in which employees scheduled to work, with supervisor approval which shall not be unreasonably withheld unless related to unforeseen circumstances, may be released to attend with no loss of pay. The meeting shall last no longer than one (1) hour. The Union shall notify the City at least fifteen (15) days in advance of said meeting.

ARTICLE 5
Stability of Agreement

SECTION 1: It is acknowledged that during the negotiations, which have resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties. This Agreement may be amended only by mutual consent of both parties.

SECTION 2: If any provision of this agreement, or any application of this agreement to any employee or groups of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION 3: Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or condition of this Agreement, or of the same non-performance or violation in the future.

ARTICLE 6
Uninterrupted Service

SECTION 1: No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out or slowdown or any job action or activity such as picketing which interferes with the normal operation of the City or the withholding of services to the City of Keene.

SECTION 2: The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 1 above.

SECTION 3: In the event of a work stoppage, or any other curtailment identified in Section 1 by the Union or the employees covered hereunder, the Union by its officers and agents, shall immediately declare such work stoppage, or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the City. The Union shall do everything in its power to obtain the return to work from said employees.

ARTICLE 7
Deduction of Dues

SECTION 1: The Employer agrees to deduct union membership dues in such weekly amounts as certified by the Union to the City for any member who has voluntarily executed and submitted a written and signed authorization form provided by the Union to the City Finance Director.

SECTION 2: The Employer shall make the deduction required herein and shall remit weekly the aggregate amount deducted to the Treasurer of the Union with a list of all such Union members who have paid such dues in accordance with Section 1 above.

SECTION 3: Any employee wishing to terminate membership from the Union shall be permitted to do so by notifying the City Finance Department in writing and the City shall notify the Union Treasurer of the receipt of said notice.

SECTION 4: Should there be a dispute between an employee and the Union over the matter of dues deductions, the Union agrees to defend and hold the City harmless in any such disputes.

SECTION 5: If any employee has no check coming to him/her or if his/her check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues.

SECTION 6: In addition to deduction of union dues, the City shall make an additional payroll deduction account available to the Union to allow for deductions from employees pay checks for Union-sponsored programs for which the employee has provided written approval. Remittance of moneys deducted for such programs shall be made according to Section 2 of this Article.

ARTICLE 8
Hours of Work, Overtime, Call-Back, Working Conditions

SECTION 1: The normal work-schedule for full-time employees shall consist of forty (40) hours per week in a seven day period or eight (8) hours per day for the following positions: Building Mechanic, Custodian, Maintenance Aide II, Maintenance Technician II, Motor Equipment Operator I, Motor Equipment Operator II, Mechanic I, Airport Maintenance Technician, and Airport Operations and Maintenance Foreman. Overtime for these employees shall be compensated at the rate of time and one half the employee's regular rate of pay in excess of eight (8) hours per day.

SECTION 2: The normal work-schedule for full-time employees shall consist of forty (40) hours per week in a seven day period for the following positions: Police Dispatcher, Industrial Pretreatment Coordinator, Lab Technician, Lab Technician II, Traffic Safety Specialist/Animal Control Officer, Parking Enforcement Officer, and Fleet Services Administrative Coordinator.

SECTION 3: The normal work schedule for full-time employees shall consist of thirty seven and a half (37.5) hours per week for the following positions: Account Clerk I, Account Clerk II, Administrative Assistant, Administrative Assistant I, Administrative/Accreditation Specialist, Administrative Specialist-Bureau of Criminal Investigations, Police Records/Property Specialist, Assessing Technician, Automation Specialist, Caseworker, Code Enforcement Officer, Commercial Building Inspector, Deputy Tax Collector, Permit Technician, Plans Examiner, and Sanitarian. Overtime for these employees shall be compensated at the rate of time and one half the employee's regular rate of pay for hours in excess of forty (40) per week. The Help Desk Technician is an FLSA-exempt position.

SECTION 4: Overtime may be granted with the approval of the department head or designee and will be paid at time and one-half or compensatory time at time and one-half. The employee has the discretion to determine if they choose to receive compensatory time as payment for the overtime worked. Employees shall not be ordered to adjust their normal work schedule within a pay period as an offset for overtime worked.

Upon separation from service unused compensatory time will be paid to the employee. In the event of the death of an employee, his/her unused compensatory time will be paid to the spouse or estate of the employee. Compensatory time earned shall accrue to a maximum of forty (40) hours. Compensatory time may be carried from year to year and may be used by the employee with approval by the supervisor which shall not be unreasonably withheld. Except for allowed accrual, compensatory time must be taken within thirty (30) calendar days of its being earned or it will be paid to the employee.

SECTION 5: The City will provide a two (2)-week notice prior to a change to the employee's regular schedule. Transitional provision: Nothing in this contract shall be construed to require a change in the schedule of any employee nor to preclude temporary minor schedule changes with the mutual agreement of the employee and the supervisor.

SECTION 6: Bargaining unit members holding the positions of Airport Operations and Maintenance Foreman, Airport Maintenance Technician, Traffic Safety Specialist/Animal Control Officer, Police Dispatcher, Building Mechanic, Custodian, Industrial Pre-Treatment Coordinator, Lab Technician, Lab Technician II, Maintenance Aide II, Maintenance Technician II, Motor Equipment Operator I, Mechanic I, Fleet Services Administrative Coordinator, or Motor Equipment Operator II who have

left his/her place of employment and who is recalled by the City for work and reports to the workplace prior to the next normal shift or work day will be paid for a minimum of three hours at time and one-half or for actual time worked at time and one-half, whichever is greater; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three hours minimum work guarantee may be called back for additional emergency or overtime without an additional three (3) hour minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three hours of pay at time and one-half for the inconvenience of being called back to the work site between the normal shift or work days, but not to be separately paid for several call backs within the three-hour minimum guarantee.

Any employee (as identified in the preceding paragraph) who is called in one hour or less prior to the start of his/her normal shift or work day shall receive such time at the overtime rate, but is excluded from the three-hour minimum guarantee outlined above.

SECTION 7: (a) Regular full-time, employees who are regularly scheduled for day work, but who are rescheduled during their regular workweek for nonemergency night work, such as snow pickup work in the public works department, in that same week shall be paid a twenty-percent (20%) wage premium on their hourly base rate for such scheduled hours worked between the hours of 12:00 a.m. and 6:00 a.m. This policy shall have limited applications and shall apply only in situations such as the example cited in this subsection.

(b) The final decision as to the applicability or inapplicability of this policy to any particular instance shall be made by the city manager. In no event shall this premium apply to unscheduled emergency work or in situations where an employee's regular workweek is night work.

SECTION 8: Stand-By Pay Effective July 1, 2007, except as otherwise provided herein, any employee who is placed on "stand-by" shall be required to be available within the range of the pager provided to the stand-by employee by the City. The employee must be in immediate communication with the Department and must be at work, weather permitting, within thirty (30) minutes of receiving a page or call to work. Employees who are placed on stand-by shall receive thirty dollars ($30.00) per day that they are on stand-by. The above to the contrary notwithstanding, no employee under any circumstances shall be entitled to receive any standby pay when placed on phone standby-by for pending snowstorm duty.

SECTION 9: Temporary Service Out of Classification When an employee, other than for training purposes, is designated in writing to temporarily fill a vacancy in a job assignment higher than his/her own job classification for a period of more than five (5) consecutive working days, that employee will be temporarily compensated at the pay grade of the acting position.

SECTION 10: Unless, in the opinion of the Chief, there is a bonafide emergency, Dispatchers shall not be ordered to extend their shift for more than four (4) hours. If a dispatcher is ordered to extend their shift to work an additional four (4) hours, the employee shall be provided with a fifteen (15) minute break, calls for service allowing.

ARTICLE 9
Uniforms, Safety Equipment and Special Clothing

SECTION 1: If special clothing, safety equipment, or uniforms are currently required for the conduct of an employee's job the City shall continue to provide them consistent with current practice and shall continue to provide for the cleaning of the same consistent with current practice. The wastewater treatment employees shall continue to be provided with pants, lab coats, shirts and other protective clothing and gear, and the City shall continue to provide cleaning for the same.

SECTION 2: Employees who are required to wear safety shoes or boots while on duty shall be reimbursed for the cost of such footwear, upon submission of a receipt, in an amount not to exceed two-hundred and fifty dollars ($250) per contract year.

SECTION 3: For employees who are required to have certain professional affiliations or licenses to perform their job including but not limited to CDL license, haz-mat endorsements, pesticide certification, notary public, or justice of the peace, the costs for such licenses, certification, or fees shall be borne by the City consistent with current practice.

ARTICLE 10
Compensation

SECTION 1: The current wage schedules (Appendix A) for all employees in the respective classifications shall be adjusted as follows:

July 1, 2013	1.35% COLA (retroactive to 7/1/13)
July 1, 2014	1.75% COLA
July 1, 2015	2.25% COLA

Retroactive paychecks will be issued within two (2) weeks of the execution of the contract but not later than four (4) weeks after the approval of the contract by the City Council. It is expressly agreed that the cola and step increases are retroactive to July 1st, 2013.

SECTION 2: The normal eligibility requirement for consideration of advancement from one step to any next step in any of the classified pay plan contained in this agreement is completion of an additional year of service in each case and recommendation for advancement by the department head and approval by the City Manager. Annual step increases shall be paid, retroactively if required due to delays in completion of the performance review process, to an employee receiving a satisfactory review following its approval by the City Manager. Step increases may be granted at other than salary review dates for exceptional service. Such a step increase must be approved by the City Manager.

Article 10-A
NH Retirement System Assessment Penalty

Notwithstanding any other provision in this agreement, any payment made to an employee otherwise due upon his/her retirement, shall be reduced by such amount as is necessary to prevent the City from being assessed by the New Hampshire Retirement System under RSA 100-A:16, III-a. The amount of reduction shall be paid to the employee outside the 120 day window which would trigger the penalty.

ARTICLE 11
Insurance

SECTION 1: The City shall provide to regular full-time employees a medical insurance plan or plans with benefits and a local provider network at least comparable to the plan or plans through Harvard Pilgrim as referenced in the attached Summary of Benefits as Appendix B . The City shall retain the right to obtain this coverage from any carrier, network provider and /or third party administrator.

SECTION 2: Effective July 1, 2012, the City will pay eighty-four percent (84%) of the cost of the high plan (described in Appendix B) for regular full-time employees. Those regular full-time employees selecting any other option made available by the City will be responsible for the cost differential of that option and eighty-four (84%) of the high plan, if any. In the event that eighty-four percent (84%) of the cost of the high plan exceeds one hundred percent (100%) of the cost of any other option offered by the City, no monies will be owed to the Bargaining Unit member.

SECTION 3: If a regular full-time employee so chooses, he/she may elect, upon the receipt by the City of written verification the benefit is received by some other means, to receive taxable income in the amount of $1,500.00 in lieu of the City Health Insurance Benefit. This amount shall be distributed in a lump sum payment at the end of the plan year or a prorated amount shall be distributed to said employee if employment ends during that plan year. In the case where both the husband and wife are employed by the City, this provision will not apply.

SECTION 4: The City shall, for regular full-time employees, pay one hundred percent (100%) of the premium for either the family, two person or single person dental plan, which shall include sections A, B, C, and D, as shown in Appendix C. However, due to requirements of the federal Affordable Healthcare Act the employee's will be required to pay one ($1.00) per year towards the cost of the dental plan offered to all regular full time City employees.

SECTION 5: The City shall, for regular full-time employees, pay one hundred percent (100%) of the premium to provide long-term disability coverage in the amount of sixty percent (60%) of base salary in the event they become disabled, as shown in Appendix D.

SECTION 6: The City agrees to pay one hundred percent [100%] of the premium cost of a Basic Life Insurance and AD&D for regular full-time employees in an amount equal to one [1] time the employee's annual straight time wages, rounded to the nearest thousand dollars adjusted on July 1 of each year. Employees may purchase at their expense optional life insurance in denominations of up to three times their basic amount to a maximum of three hundred thousand [$300,000] total, basic and optional combined, subject to any eligibility or other rules, limitations or conditions prescribed by the insurer. The City reserves the right to change life insurance providers.

SECTION 7: The City shall provide as a Vision Benefit for regular full-time employees enrolled in the City's health insurance up to $200 every year for eyewear which may be provided through the insurance coverage or a wellness program.

SECTION 8: All bargaining unit members shall have the option of health insurance premium conversion (section 125), flexible spending accounts for unreimbursed medical expenses and dependent care, and payroll "direct deposit" in accordance with City policy.

SECTION 9: The City shall establish a Health Reimbursement Account (HRA) for the express purpose of covering the cost of deductibles for each employee in the following amounts for each plan:

Hi Plan:
The City will reimburse annual Medical Plan Deductibles in excess of $1,000 for individual and shall reimburse all Medical Plan Deductibles in excess of $2,000 for 2 person, and family coverage for all members enrolled in this plan.

Lo Plan:
The City will reimburse annual Medical Plan Deductibles in excess of $1,250 for individuals, and shall reimburse all Medical Plan Deductibles in excess of $2,250 for 2 person and family coverage for all members enrolled in this plan.

The City may offer, from time to time, opportunity for employees to reduce further the point where coverage of deductibles through the HRA begins through participation in classes or programs.

Section 10: If regulations implementing the Patient Protection and Affordable Care Act increase the employer contribution toward healthcare cost, the employer can re-open negotiations on the issue of health insurance only.

ARTICLE 12
Holidays

SECTION 1: The following days shall be considered holidays for pay purposes for all regular full-time employees.

New Year's Day	Columbus Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Should any of the above holidays fall on Saturday or Sunday, the Friday preceding or the Monday following shall be the legal holiday in accordance with the standards adopted by the State of New Hampshire and the City of Keene.

SECTION 2: Annually, full time dispatchers who work a schedule other than Monday through Friday shall be paid one day's pay for each of the holidays listed above occurring while employed, in addition to his/her regular pay. Said payment shall be made as part of the first November pay check or a prorated payment shall be made upon termination of employment. In the event an employee is, for any reason, terminated from employment after the first of November payday and before December 31st, the City shall have the right to withhold from such employee's final pay an amount equal to the number of holidays paid in November, but which occurred after his/her date of termination.

SECTION 3: Notwithstanding the provisions of Section 2 above, each employee who works on the holidays of New Year's Day (January 1st), Independence Day (July 4th), Easter, Thanksgiving Day

(Fourth Thursday in November) and/or Christmas Day (December 25th) shall be paid at two (2) times his/her regular rate of pay for all hours worked on such holiday in addition to receiving holiday pay. Employees, other than dispatchers, who are required to work on any of the aforementioned holidays shall receive at least two (2) hour minimum pay at the rate of two (2) times their regular rate of pay. For all other holidays listed in Section 1 above, employees other than dispatchers, who are required to work on any of those days, shall receive at least two (2) hour minimum pay at the rate of one and one-half (1 1/2) times their regular rate of pay.

SECTION 4: Payment for the holidays listed in Section 1 of this section will be made only if an employee has worked the scheduled day prior to and the next scheduled workday after such holiday. However, payment for the holiday will be made if the employee has worked for the city at any time within the 14 calendar days prior to the holiday and who is absent either or both workdays due to verified legitimate circumstance for which city policy elsewhere provides paid leave.

ARTICLE 13
Vacation

SECTION 1: After six (6) months of continuous employment, a regular full-time employee shall be entitled to seven (7) days paid vacation leave. Beginning with the employee's first anniversary date, such an employee shall accrue paid vacation days at a rate of five-sixths (5/6) regular working days or working shifts per month of continued employment. On the seventh anniversary, the accrual rate for the basic work week shall increase to 1 ¼ days per month. On the fifteenth anniversary date, the rate shall increase to 1 2/3 days per month.

SECTION 2: If the employment of a person entitled to an annual vacation is terminated by dismissal, resignation or retirement, he/she shall be paid for any unused portion of his/her vacation time to which he/she is entitled. On the death of any employee entitled to vacation allowance, the allowance shall be paid to the estate of the person or persons to whom unpaid salary is payable.

SECTION 3: Vacation days not taken in the calendar year in which they are earned shall accumulate from year to year, but not beyond thirty (30) vacation days. Vacation days earned in excess of thirty (30) days, but not taken, shall be lost. The City Manager may in his/her sole and absolute discretion allow vacation accumulation beyond thirty (30) days, provided, however, that the granting or denial of any such additional accumulation will not be subject to the grievance or arbitration procedure set forth in Article 22.

SECTION 4: Part-Time Paid Leave After successful completion of two years of continuous employment, regularly scheduled part-time employees will be entitled to a pro-rated paid leave bank of one week. Regularly scheduled hours do not include hours worked in excess of the normal schedule.

Regular part-time bargaining unit employees will receive one-week pro-rated leave allocation, beginning with the second anniversary of eligible employment, and each year thereafter, based on the following criteria:

1. The part-time employee must have a regular work schedule, i.e., contract, seasonal, or per diem employees are not eligible for paid leave.

2. The employee's position must be identified in the bargaining unit description in Article I, Section 1.
3. The employee must have completed two years of continuous service.
4. The part-time employee must receive a satisfactory performance evaluation.

The paid leave must be used in the twelve month period for which it has been allocated. It cannot be carried forward past the anniversary date; therefore, any unused paid leave will be forfeited if it is not used.

Leave schedules will be approved by the respective department head in accordance with department requirements. In no case will payment be made to the employee in lieu of taking paid leave, except upon employment termination, whereby the employee and/or employee's estate will receive payment for any unused portion of the leave balance.

Paid leave under this provision may be utilized by the employee for a paid absence from the workplace, which can include holidays, vacation, sick or bereavement leave.

The effective date of this provision is July 1, 2007. For implementation purposes, employees eligible for leave under this provision shall receive a lump sum allocation of pro-rated leave for the period from the effective date of this provision to the employee's anniversary date. At the anniversary date, the employee shall be subject to the provisions of the part-time leave provisions contained herein.

ARTICLE 14
Sick and Personal Leave

SECTION 1: After completion of six months of continuous service, a regular full-time employee shall be eligible for sick leave pay. Sick leave shall be accrued at the rate of one day per month, commencing with the first month of employment. Sick leave may be accumulated to a total maximum amount of 180 days based on the following schedules:

40-hour workweek

Years of Service		Accumulation hours	days
up to	20	960	120
	21	1,056	132
	22	1,152	144
	23	1,248	156
	24	1,344	168
	25	1,440	180

37.5-hour workweek

Years of Service		Accumulation hours	days
up to	20	900	120
	21	990	132
	22	1,080	144
	23	1,170	156
	24	1,260	168
	25	1,350	180

SECTION 2: Personal Leave: Regular full-time employees shall receive one personal leave day for each three (3) month (non-overlapping) period during which they use no sick leave. Any such earned Personal Leave Day must be taken prior to the expiration of the three calendar months subsequent to the three (3) month period in which the Personal Leave Day was earned or it will be lost. The use of such earned Personal Leave Days will not be charged to accumulated sick leave and such earned Personal Leave Days will not count toward vacation accumulation. If the employment of a person with earned personal days is terminated by dismissal, resignation or retirement, he/she shall be paid for any unused portion of his/her personal days time to which he/she is entitled. On the death of any employee entitled to personal leave allowance, the allowance shall be paid to the estate of the person or persons to whom unpaid salary is payable.

SECTION 3: Sick Leave to Vacation Leave: When an employee has an accumulation of twenty-four (24) days of sick leave at his/her employment anniversary date, he/she may annually transfer to vacation leave up to five (5) days of those sick leave days that are in excess of twenty-four (24) sick leave days, after first deducting any sick leave days taken in the previous twelve (12) months.

SECTION 4: Any unit employee who terminates employment after having completed twenty (20) years of service with the City, or who retires from the service of the City and is eligible to draw a retirement benefit from the NH Retirement System, shall be paid fifty percent (50%) of his/her accumulated sick leave at his/her regular rate of pay then in effect.

SECTION 5: Sick leave may be utilized by unit members for his/her own illness or to attend to the illness, care of other members of their immediate family as defined in Article 15 or attend medical or dental appointments for themselves or members of his/her immediate family. Sick leave may be taken in less than full day increments. A doctor's note may be requested by the City when an employee has been absent from work for more than three (3) consecutive days.

ARTICLE 15
Bereavement Leave

SECTION 1: After a regular full-time employee completes the probationary period of employment, he/she shall be eligible and authorized for up to three (3) days of leave for a death in the immediate family. Immediate family is defined as spouse, child, step-child, parent, step-parent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or relative living in the employee's household.

Funeral leave for persons outside the immediate family may be approved by the Department Head, and such leave shall be charged to accumulated vacation or personal leave.

ARTICLE 16
Paid and Professional Leave

SECTION 1: A request for a short-term paid leave of absence must be approved by the Department Head and submitted in writing to the City Manager. Leaves may be granted by the City Manager whenever he/she considers such leave in the City's best interest. Such leave includes leaves for purposes of attending professional conferences, work related conventions, training, institutions, seminars and school.

ARTICLE 17
Unpaid Leave

SECTION 1: The Department Head, with the approval of the City Manager, may grant a leave of absence without pay for a period not exceeding one month. The City Council has the sole discretion and authority to grant an unpaid leave of absence for periods greater than one month.

ARTICLE 18
Civic Duty Leave

SECTION 1: Leave with pay shall be granted to a regular full-time employee for civic duty requiring appearance in court or before a public body. Pay shall be reduced, however, by any amount the employee is paid for the civic duty. Supervisors must be notified at once of any requested civic duty leave.

ARTICLE 19
Military Leave

SECTION 1:

(a) If a regular full-time, employee receives orders to report for military duty, he should let his supervisor know at once. The employee will be afforded all privileges required by law.

(b) Regular full-time, employees who are in the organized military reserves, and who are required to perform field duty, will be granted up to three weeks per year of reserve service leave in addition to vacation leave. During the period of reserve service leave, the city will pay the employee the difference between military pay and the employee's regular pay, the total of which can equal no more than the regular compensation.

(c) Reservists or National Guard members who are activated and remain on "active duty" by the military are covered by the following:

(1) The reservist or guard member shall automatically receive "leave of absence" status.

(2) To a maximum of $12,000.00, per year, the city shall:

a. Continue to pay the activated reservist or guard member any differential between his/her current city salary and his/her military pay, including the basic allowance for housing and basic allowance for subsistence.

b. Continue the reservist or guard member's two-person or family health coverage, according to his/her designated city plan, as long as the activated reservist or guard member continues to pay the employee contribution. Or, the city shall provide a $3,000.00/year prorated allowance for families of active reservists or guard members who elect for medical and dental coverage through TRICARE, or another health benefit in place of the city's health and dental care benefits (e.g., the spouse of the reservist or guard member has elected coverage at his/her place of employment). Said election must be made within 30 days from the date in which the leave of absence status begins.

c. Continue the reservist or guard member's two-person or family dental insurance according to city policy related to employee contribution. Dental insurance coverage shall cease should the employee elect the financial allowance referenced in subsection (2)b above.

(3) The city shall provide payment of the monthly military deduction for life insurance.

(4) Paid leave shall not accrue during the period of activation (leave of absence).

(5) If the reservist or guard member dies while on active duty or, upon termination of activated, does not return to city employment in accordance with Uniformed Services Employment and Reemployment Rights Act (USERRA), all of the above provisions shall cease in accordance with all applicable federal laws and regulations.

(6) The above provisions shall continue in effect for as long as the reservist or guard member remains involuntarily activated or until the expiration of a five-year period from the date of the involuntary activation, whichever is less.

Article 19-A
Crime Victim Leave

Employees who are victims of certain crimes will be permitted to leave work to attend court or other legal or investigative proceedings associated with the prosecution of the crime in accordance with the New Hampshire Crime Victim Employment Act of 2005, RSA 275:61 and the City's Crime Leave Policy.

ARTICLE 20
Seniority/Layoff and Recall

SECTION 1: Definition. An employee's seniority shall commence with his/her hiring day provided the employee is not discharged and is in the City's continuous employ beyond the probationary period.

SECTION 2: Forfeiture Seniority is forfeited only by discharge, termination, resignation or retirement. In no case will seniority be interrupted or forfeited by illness, layoff (where a rehiring occurs within one year of layoff), military duty or approved leave of absence, except in cases where permanent separation from City employment results.

SECTION 3: Layoffs When it is necessary to reduce the number of employees on the City payroll, the City Manager shall decide which employees shall be laid off in accordance with the following provisions:

A. Layoffs shall be by job classifications within the Department; and
B. All temporary employees within the job classification in which the layoff is to occur shall be laid off before any other employees in the job classification; and
C. Probationary full-time employees shall be laid off before any non-probationary full-time employees are laid off; and
D. Among each classification of employees in which layoffs are to occur, the City Manager shall, where he/she determines all performance factors to be substantially the same, designate the least senior employee to be laid off.

SECTION 4: Re-employment List Employees separated from the service of the City through no fault of their own shall be placed on a re-employment list. The City agrees to maintain employees on the re-employment list for twelve (12) months following the employee's date of lay-off. An employee rehired under this circumstance shall be credited with full seniority.

ARTICLE 21
Education

SECTION 1: The City may assist all regular full-time employees for further adult education on the following plan if approved in advance by the City Manager:

(1) The courses taken must relate to one of the following: attainment of a recognized degree, improvement of skills for the current position, updating of technical knowledge, or preparation of employees for changes in duty requirements. Courses cannot be taken for recreational or miscellaneous reasons. All courses are subject to the approval of the city manager and must be successfully completed.
(2) The college or school attended must be fully accredited.
(3) Tuition assistance may be applied for after the probationary period ends.
(4) The City will loan a portion up to one-hundred percent (100%) of the current tuition rate for courses at any accredited institution if approved in advance by the City Manager. The City will also loan up to one-hundred percent (100%) of the tuition rate at Keene High School or its equivalent on a similar basis.
(5) The City will loan up to one-hundred percent (100%) of book costs.
(6) For each course supported in part by City loan, the employee must agree to remain with the City for six months after completion of each course on a nonoverlapping basis. If the employee leaves city employment or is dismissed, he must repay the loan to the City to the extent the loan has not been repaid by the employment time requirements mentioned in this subsection. Successful completion of the above mentioned six-month period shall constitute repayment of the City loan.

(7) Employees may be granted time off with pay for educational purposes which relate to their employment if arrangements are approved by the department head and City Manager in advance.

(8) If the City requires attendance at a training program away from the job, the City will pay the salary along with the cost of the program. Such a training program must be covered by budgeted funds and approved by the City Manager.

(9) All features of the tuition assistance plan must be stipulated in an agreement signed in advance by the employee, department head, and the City Manager.

(10) For budgeting purposes, employees must inform in writing their department head by no later than March 1, of each year, of any planned request for assistance under this plan along with an estimate of costs so that the department can reasonably plan for it in the ensuing budget year. Employees who do not comply with this requirement may be denied assistance under the plan.

ARTICLE 22
Grievance Procedure

For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by an employee in the Bargaining Unit and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement.

SECTION 1: An employee, group of employees or the Union having a grievance must first take up the grievance with his/her immediate non-bargaining unit supervisor within ten (10) calendar days of the date he/she knew or should have known of the cause of his/her grievance. The immediate supervisor shall give his/her answer within five (5) calendar days.

SECTION 2: Failing adjustment by these parties, the grievant or the Union may, within five (5) calendar days from the date of the supervisor's decision, or within five (5) calendar days after presented to the supervisor if there has been no decision, submit the grievance to the appropriate Department Head. The grievance must be in writing and signed and must list the article and section violated, the date of the alleged violation, the specific grievance and the relief sought. The Department Head will render his/her decision in writing within five (5) calendar days.

SECTION 3: Failing adjustment by the parties referred to in Section 2, the grievant(s) or the Union may, within five (5) calendar days after the date of the decision of the Department Head or within ten (10) calendar days after the grievance has been presented to the Department Head if no decision has been rendered, submit the written grievance referred to in Section 2 above to the City Manager. The City Manager will hold a hearing on the matter within ten (10) calendar days from the receipt of the request for hearing. The City Manager will render his/her decision within five (5) calendar days from the close of the hearing.

SECTION 4: If the decision of the City Manager is not acceptable to the Union, the Union may, within ten (10) calendar days after the date of the City Manager's decision, or upon the expiration of the time period and no decision is rendered, or no hearing is held the parties may submit the grievance to a mutually acceptable arbitrator. If no agreement is reached on a mutually acceptable arbitrator within

twenty (20) calendar days after the grievance was first submitted to the City Manager, the Union shall request the New Hampshire Public Employee Labor Relations Board to appoint an arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.

The arbitrator shall submit his/her decisions in writing within thirty (30) days following the close of the hearing.

The arbitrator shall not have the power to add to, ignore, or modify any of the terms and/or conditions of this Agreement. The arbitrator shall not have the power to hold hearings for more than one grievance (that is, multiple grievances before the same arbitrator will not be allowed) unless mutually agreed to by the parties.

His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of the Agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of the rights granted or retained by this Agreement. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay any expenses of witnesses who are called by them.

SECTION 5: Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of Article 6 of this Agreement. Also excluded from arbitration is any matter otherwise subject to arbitration, but over which the Union strikes, contrary to Article 6 of this Agreement. However, it is understood that should the City, in response to a violation of any of the prohibited activities enumerated in Article 6, UNINTERRUPTED SERVICE, take the "disciplinary" and/or "immediate cancellation of this Agreement" action as provided for in Article 6, that this contract Grievance Procedure including Arbitration as defined herein shall remain in effect for the sole and strictly limited purpose of allowing a procedural review and final determination of whether or not there had been any violation of any of the prohibited activities enumerated in Article 6.

SECTION 6: If the grievance involves the immediate supervisor, Section 2 of the Article shall become the first step in the grievance procedure.

SECTION 7: Grievances must be presented to the immediate supervisor or Department Head in writing within thirty (30) calendar days of the event which gives rise to the grievance or such grievance shall be considered null and void. If the grievant or Union do not process the grievance within the time limits as set forth above, it shall be considered as dismissed. If a decision is not rendered within the time limits set forth above, the grievant may proceed to the next step of the grievance procedure or the grievance shall be considered waived.

SECTION 8: The above time limits may be extended by mutual agreement of the parties, which Agreement must be signed by both parties and in writing.

SECTION 9: The employee, when discussing his/her grievance with management, may, at his/her discretion, be accompanied by the Union Representative or his/her designee.

SECTION 10 Either party may appeal the arbitrator's award in accordance with RSA 542.

ARTICLE 23
Labor Management Consultation

SECTION 1: In an effort to address issues that have an impact on the members of the bargaining unit, either party to this agreement may request a consultation. Each party may designate four individuals to participate in the consultation. The AFT-NH Staff Representative shall be permitted to attend these sessions.

ARTICLE 24
Notice

SECTION 1: Should the Union wish to make formal notification to the City, such notification shall be addressed to the "City Manager", City of Keene, 3 Washington Street, Keene, NH 03431 Should the city wish to make formal notification to the Union, such notification shall be addressed to the Local Union President and a copy provided to the "AFT-NH, AFL-CIO, 553 Route 3A, Ruggles IV, Bow, NH 03304. The Union shall provide the City with current addresses.

ARTICLE 25
Duration

SECTION 1: This Agreement shall be in effect from July 1, 2013 through June 30, 2016. Either party wishing to amend, modify, or terminate this Agreement must so advise the other party in writing by registered mail on or before February 15th, 2016 or any subsequent year of the contract. If such notice is given in accordance with the above by either party in 2016 or any subsequent year of the contract, the parties agree that it is their mutual objective to begin negotiations not later than March 15th of the year in which such notice is given. Nothing in this agreement shall have retroactive effect unless is it specifically described as retroactive and approved as such by the City Council.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, this 1st day of April, 2014

FOR THE CITY OF KEENE:

John A. MacLean
City Manager

ATTEST: _____
City Clerk

FOR KEENE CITY EMPLOYEES, AFT-NH, AFT LOCAL # 6288, AFL-CIO

Sherri Beckta
President

APPENDIX A
WAGES

AFT-NH Keene City Employees
ANNUAL SALARY SCHEDULE
Effective July 1, 2013

CLASS ALLOCATION-SALARY SCHEDULE

GRADE

6	Account Clerk I; Administrative Assistant; Police Records Specialist; Police Records/Property Specialist
7	Account Clerk II; Administrative Assistant I; Parking Enforcement Officer
8	Police Dispatcher
9	Permit Technician; Administrative Specialist-Bureau of Criminal Investigations; Police Administrative/ Accreditation Specialist
10	Laboratory Technician I; Automation Specialist; Assessing Technician; Deputy Tax Collector; Fleet Services Administrative Coordinator
11	Traffic Safety Specialist/Animal Control Officer; Housing Inspector
12	Caseworker; Industrial Pretreatment Coordinator
15	Laboratory Technician II; Sanitarian; Code Enforcement Officer; Help Desk Technician
17	Plans Examiner; Commercial Building Inspector

7/1/2013	STEP	Annual Salary (S) Schedule			1.35%	
GRADE	**1**	**2**	**3**	**4**	**5**	**6**
6	$33,542	$35,052	$36,631	$38,278	$40,001	$41,801
7	$35,052	$36,631	$38,278	$40,001	$41,801	$43,682
8	$36,631	$38,278	$40,001	$41,801	$43,682	$45,649
9	$38,276	$39,998	$41,798	$43,678	$45,643	$47,697
10	$40,001	$41,801	$43,682	$45,649	$47,703	$49,849
11	$41,801	$43,682	$45,649	$47,703	$49,849	$52,092
12	$43,682	$45,649	$47,703	$49,849	$52,092	$54,437
15	$49,849	$52,092	$54,437	$56,886	$59,446	$62,121
17	$54,437	$56,886	$59,446	$62,121	$64,918	$67,839

7/1/2014	STEP	Annual Salary (S) Schedule			1.75%	
GRADE	**1**	**2**	**3**	**4**	**5**	**6**
6	$34,129	$35,665	$37,272	$38,948	$40,701	$42,532
7	$35,665	$37,272	$38,948	$40,701	$42,532	$44,446
8	$37,272	$38,948	$40,701	$42,532	$44,446	$46,448
9	$38,946	$40,698	$42,529	$44,442	$46,442	$48,532
10	$40,701	$42,532	$44,446	$46,448	$48,538	$50,721
11	$42,532	$44,446	$46,448	$48,538	$50,721	$53,003
12	$44,446	$46,448	$48,538	$50,721	$53,003	$55,390
15	$50,721	$53,003	$55,390	$57,881	$60,486	$63,209
17	$55,390	$57,881	$60,486	$63,209	$66,054	$69,026

7/1/2015	STEP	Annual Salary (S) Schedule			2.25%	
GRADE	1	2	3	4	5	6
6	$34,897	$36,468	$38,111	$39,824	$41,617	$43,489
7	$36,468	$38,111	$39,824	$41,617	$43,489	$45,446
8	$38,111	$39,824	$41,617	$43,489	$45,446	$47,493
9	$39,822	$41,613	$43,486	$45,442	$47,487	$49,624
10	$41,617	$43,489	$45,446	$47,493	$49,630	$51,863
11	$43,489	$45,446	$47,493	$49,630	$51,863	$54,196
12	$45,446	$47,493	$49,630	$51,863	$54,196	$56,636
15	$51,863	$54,196	$56,636	$59,184	$61,847	$64,631
17	$56,636	$59,184	$61,847	$64,631	$67,540	$70,579

CLASS ALLOCATION-HOURLY SCHEDULE

GRADE	
5	Maintenance Aide II, Motor Equipment Operator I, Custodian
7	Mechanic I, Building Mechanic
8	Motor Equipment Operator II
9	Maintenance Technician II, Airport Maintenance Technician
12	Airport Operations & Maintenance Foreman

7/1/2013		Hourly Schedule (H)		
	STEP			1.35%
GRADE	1	2	3	4
5	$16.88	$17.65	$18.44	$19.27
7	$18.44	$19.27	$20.13	$21.03
8	$19.27	$20.13	$21.03	$21.98
9	$20.13	$21.03	$21.98	$22.97
12	$22.97	$24.00	$25.07	$26.19

7/1/2014		Hourly Schedule (H)		
	STEP			1.75%
GRADE	1	2	3	4
5	$17.18	$17.95	$18.76	$19.60
7	$18.76	$19.60	$20.48	$21.40
8	$19.60	$20.48	$21.40	$22.37
9	$20.48	$21.40	$22.37	$23.37
12	$23.37	$24.42	$25.51	$26.65

7/1/2015		Hourly Schedule (H)		
	STEP			2.25%
GRADE	1	2	3	4
5	$17.57	$18.36	$19.18	$20.04
7	$19.18	$20.04	$20.94	$21.88
8	$20.04	$20.94	$21.88	$22.87
9	$20.94	$21.88	$22.87	$23.89
12	$23.89	$24.97	$26.09	$27.25

Harvard Pilgrim Health Care of New England, Inc.
The Harvard Pilgrim Best Buy HMO

Coverage Period: 07/01/2013 — 06/30/2014

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family | **Plan Type:** HMO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or **plan** document at **www.harvardpilgrim.org** or by calling **1-888-333-4742**.

Important Questions	Answers	Why this matters:
What is the overall deductible?	$1,000 per member per calendar year/ $2,000 per family per calendar year The **deductible** applies to benefits cited in the chart starting on Page 3 , for other benefits see your **Plan** document.	You must pay all the costs up to the **deductible** amount before this **plan** begins to pay for covered services you use. Check your policy or **plan** document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet **deductibles** for specific services, but see the chart starting on page 3 for other costs for services this **plan** covers.
Is there an out–of–pocket limit on my expenses?	Yes. $2,000 per member per calendar year/ $4,000 per family per calendar year	The **out-of-pocket** limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you **plan** for health care expenses.
What is not included in the out–of–pocket limit?	Please see your Schedule of Benefits for out-of-pocket maximum exclusions for your plan.	Even though you pay these expenses, they don't count toward the **out–of–pocket limit**.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the **plan** will pay for *specific* covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of **preferred providers**, see **www.harvardpilgrim.org** or call **1-888-333-4742**.	If you use an in-**network** doctor or other health care **provider**, this **plan** will pay some or all of the costs of covered services. Be aware, your in-**network** doctor or hospital may use an out-of-**network provider** for some services. **Plans** use the term in-**network**, preferred, or participating for **providers** in their **network**. See the chart starting on page 3 for how this **plan** pays different kinds of **providers**.
Do I need a referral to see a specialist?	Yes, some exceptions apply.	This plan will pay some or all of the costs to see a **specialist** for covered services but only if you have the plan's permission before you see the **specialist**.

Important Questions	Answers	Why this matters:
Are there services this plan doesn't cover?	Yes.	Some of the services this **plan** doesn't cover are listed on page 6 . See your policy or **plan** document for additional information about **excluded services**.

- Co-payments are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- Co-insurance is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the **plan's allowed amount** for an overnight hospital stay is $1,000, your co-insurance payment of 20% would be $200. This may change if you haven't met your deductible.
- The amount the **plan** pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called balance billing.)
- This **plan** may encourage you to use participating **providers** by charging you lower deductibles, co-payments and co-insurance amounts.

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$10 Copayment per visit	Not covered	None
	Specialist visit	$10 Copayment per visit	Not covered	None
	Other practitioner office visit	$10 Copayment per visit	Not covered	Cost sharing may vary for certain practitioners.
	Preventive care/screening/immunization	No charge	Not covered	None
If you have a test	Diagnostic test (x-ray, blood work)	No charge	Not covered	None
	Imaging (CT/PET scans, MRIs)	Deductible, then no charge	Not covered	None
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at **www. harvardpilgrim.org.**	Most generic drugs	**Retail Pharmacy Tier 1:** No charge **Mail Order Pharmacy Tier 1:** No charge **Retail Pharmacy Tier 2:** $10 Copayment **Mail Order Pharmacy Tier 2:** $10 Copayment		– Retail Pharmacy – limited to 30 day supply per refill – Mail Order Pharmacy – limited to 90 day supply per refill
	Preferred brand drugs	**Retail Pharmacy Tier 3:** $20 Copayment **Mail Order Pharmacy Tier 3:** $40 Copayment		Same as above.
	Non-preferred brand drugs	**Retail Pharmacy Tier 4:** $30 Copayment **Mail Order Pharmacy Tier 4:** $60 Copayment		Some generic drugs are in this tier. Same as above.
	Specialty drugs	All drugs are covered in Retail Pharmacy and Mail Order Pharmacy Tiers 1 — 4		Must be obtained through a Specialty Pharmacy.

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible, then no charge	Not covered	None
	Physician/surgeon fees	Deductible, then no charge	Not covered	None
If you need immediate medical attention	Emergency Room Services	$50 Copayment per visit This Copayment is waived if admitted to the hospital directly from the emergency room.	Same As Participating **Provider**	None
	Emergency Medical Transportation	Deductible, then no charge	Same As Participating **Provider**	None
	Urgent Care	$25 Copayment per visit	Same As Participating **Provider**	Services with non-participating providers are only covered outside of the service area.
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible, then no charge	Not covered	None
	Physician/surgeon fee	Deductible, then no charge	Not covered	None
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	**Group Therapy:** $10 Copayment per visit **Individual Therapy:** $10 Copayment per visit	Not covered	None
	Mental/Behavioral health inpatient services	No charge	Not covered	None
	Substance use disorder outpatient services	**Group Therapy:** $10 Copayment per visit **Individual Therapy:** $10 Copayment per visit	Not covered	None
	Substance use disorder inpatient services	No charge	Not covered	None
If you are pregnant	Prenatal and postnatal care	No charge	Not covered	None
	Delivery and all inpatient services	Deductible, then no charge	Not covered	None

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	**Home health care**	No charge	Not covered	None
	Rehabilitation services (Inpatient)	Deductible, then no charge	Not covered	– Limited to 60 days per calendar year
	Habilitation services (Outpatient)	$10 Copayment per visit	Not covered	– Physical Therapy – limited to 40 visits per calendar year – Occupational Therapy – limited to 40 visits per calendar year – Speech Therapy – limited to 40 visits per calendar year Physical, Occupational, and Speech therapies visit limits are combined per calendar year
	Skilled nursing care	Deductible, then no charge	Not covered	– Limited to 100 days per calendar year
	Durable medical equipment	20% Coinsurance	Not covered	None
	Hospice services	No charge	Not covered	If inpatient services are required, please see "If you have a hospital stay".
If your child needs dental or eye care	Eye exam	$10 Copayment per visit	Not covered	– Limited to 1 exam per calendar year You may have other coverage under a Vision Rider.
	Glasses	Not covered	Not covered	You may have other coverage under a Vision Rider.
	Dental check-up – Up to the age of 13	No charge	Not covered	– Limited to 2 exams per calendar year You may have other coverage under a Dental Rider.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)
• Acupuncture • Long-Term (Custodial) Care • Most Cosmetic Surgery • Most Dental Care (Adult) • Non-emergency care when traveling outside the U.S. • Private-duty nursing • Routine foot care • Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)
• Bariatric Surgery • Chiropractic Care • Hearing Aids • Infertility Treatments • Routine eye care (Adult)

Your Rights to Continue Coverage:

Individual health insurance

Federal and State laws may provide protections that allow you to keep this health insurance coverage as long as you pay your **premium**. There are exceptions, however, such as if:

- You commit fraud
- The insurer stops offering services in the State
- You move outside the coverage area

For more information on your rights to continue coverage, contact the insurer at **1-800-333-4742**. You may also contact your state insurance department at: .

OR

Group health coverage

If you lose coverage under the **plan**, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the **plan**. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the **plan** at **1-800-333-4742**. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at **1-866-444-3272** or **www.dol.gov/ebsa**, or the U.S. Department of Health and Human Services at **1-877-267-2323 x61565** or **www.cciio.cms.gov**.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your **plan**, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact:

HPHC Member Appeals-Member Services Department
Harvard Pilgrim Health Care of New England, Inc.
1600 Crown Colony Drive
Quincy, MA 02169
Telephone: 1-888-333-4742
Fax: 1-617-509-3085

Department of Labor's Employee Benefits Security Administration
1-866-444-3272
www.dol.gov/ebsa/healthreform

New Hampshire Insurance Department
21 Fruit Street, Suite 14
Concord, NH 03301
1-800-852-3416
www.nh.gov/insurance
consumerservices@ins.nh.gov

Para obtener asistencia en Español, llame al 1-888-333-4742.

如果需要中文的帮助，请拨打这个号码 1-888-333-4742.

De assistência em Português, por favor ligue 1-888-333-4742.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

About these Coverage Examples:

These examples show how this **plan** might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different **plans**.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this **plan**. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- **Amount owed to providers: $7,540**
- **Plan pays: $6,390**
- **Patient pays: $1,150**

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	**$7,540**

Patient pays:

Deductibles	$1,000
Co-pays	$0
Co-insurance	$0
Limits or exclusions	$150
Total	**$1,150**

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers: $5,400**
- **Plan pays: $4,520**
- **Patient pays: $880**

Sample care costs:

Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	**$5,400**

Patient pays:

Deductibles	$0
Co-pays	$800
Co-insurance	$0
Limits or exclusions	$80
Total	**$880**

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health **plan**.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any **member** covered under this **plan**.
- **Out-of-pocket** expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ No. Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health **plan** allows.

Can I use Coverage Examples to compare plans?

✓ Yes. When you look at the Summary of Benefits and Coverage for other **plans**, you'll find the same Coverage Examples. When you compare **plans**, check the "Patient Pays" box in each example. The smaller that number, the more coverage the **plan** provides.

Are there other costs I should consider when comparing plans?

✓ Yes. An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in **out-of-pocket** costs, such as **co-payments**, **deductibles**, and **co-insurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay **out-of-pocket** expenses.

Harvard Pilgrim Health Care of New England

New Hampshire

Harvard Pilgrim Health Care of New England, Inc.
The Harvard Pilgrim Best Buy HMO
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2013 — 06/30/2014
Coverage for: Individual + Family | **Plan Type:** HMO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at **www.harvardpilgrim.org** or by calling **1-888-333-4742**.

Important Questions	Answers	Why this matters:
What is the overall deductible?	$2,000 per member per calendar year / $6,000 per family per calendar year The **deductible** applies to benefits cited in the chart starting on Page 2 , for other benefits see your Plan document.	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the **deductible**.
Are there other deductibles for specific services?	Yes. **Durable Medical Equipment Deductible:** $100 per member per calendar year	You must pay all of the costs for these services up to the specific **deductible** amount before this **plan** begins to pay for these services.
Is there an out–of–pocket limit on my expenses?	Yes. $3,000 per member per calendar year / $7,000 per family per calendar year	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Please see your Schedule of Benefits for out-of-pocket maximum exclusions for your plan.	Even though you pay these expenses, they don't count toward the **out–of–pocket limit**.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the **plan** will pay for *specific* covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of preferred **providers**, see **www.harvardpilgrim.org** or call **1-888-333-4742**.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 2 for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	Yes, some exceptions apply.	This plan will pay some or all of the costs to see a **specialist** for covered services but only if you have the plan's permission before you see the **specialist**.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5 . See your policy or plan document for additional information about **excluded services**.

Questions: Call 1-888-333-4742 or visit us at **www.harvardpilgrim.org**. If you are not clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at **www.harvardpilgrim.org/fhcr** or call **1-888-333-4742** to request a copy.

- Co-payments are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- Co-insurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is $1,000, your co-insurance payment of 20% would be $200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the allowed amount is $1,000, you may have to pay the $500 difference. (This is called balance billing.)
- This plan may encourage you to use participating providers by charging you lower deductibles, co-payments and co-insurance amounts.

Common Medical Event	Services You May Need	Participating Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 Copayment per visit	None
	Specialist visit	$20 Copayment per visit	None
	Other practitioner office visit	$20 Copayment per visit	– Chiropractic Care is limited. Cost sharing may vary for certain practitioners.
	Preventive care/ screening/ immunization	No charge	None
If you have a test	Diagnostic test (x-ray, blood work)	No charge	None
	Imaging (CT/PET scans, MRIs)	Deductible, then no charge	None
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at **www.harvardpilgrim.org**.	Most generic drugs	**Retail Pharmacy Tier 1:** No charge **Retail Pharmacy Tier 2:** $10 Copayment	– Retail Pharmacy – limited to 30 day supply per refill – Mail Order Pharmacy – limited to 90 day supply per refill
	Preferred brand drugs	**Retail Pharmacy Tier 3:** $30 Copayment	Same as above.
	Non-preferred brand drugs	**Retail Pharmacy Tier 4:** $50 Copayment	Some generic drugs are in this tier. Same as above.
	Specialty drugs	All drugs are covered in Retail Pharmacy and Mail Order Pharmacy Tiers 1 — 4	Must be obtained through a Specialty Pharmacy.

Common Medical Event	Services You May Need	Participating Provider	Limitations & Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible, then no charge	None
	Physician/surgeon fees	Deductible, then no charge	None
If you need immediate medical attention	Emergency Room Services	Deductible, then no charge	None
	Emergency Medical Transportation	Deductible, then no charge	None
	Urgent Care	$75 Copayment per visit	None
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible, then no charge	None
	Physician/surgeon fee	Deductible, then no charge	None
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	**Group Therapy:** $10 Copayment per visit **Individual Therapy:** $20 Copayment per visit	None
	Mental/Behavioral health inpatient services	No charge	None
	Substance use disorder outpatient services	**Group Therapy:** $10 Copayment per visit **Individual Therapy:** $20 Copayment per visit	None
	Substance use disorder inpatient services	No charge	None
If you are pregnant	Prenatal and postnatal care	No charge	None
	Delivery and all inpatient services	Deductible, then no charge	None
If you need help recovering or have other special health needs	Home health care	No charge	None
	Rehabilitation services (Inpatient)	Deductible, then no charge	– Limited to 100 days per calendar year Day limits combined with **Skilled nursing care.**
	Habilitation services (Outpatient)	$20 Copayment per visit	– Physical Therapy – limited to 25 visits per calendar year – Occupational Therapy – limited to 25 visits per calendar year Physical and Occupational visit limits are combined per calendar year

Common Medical Event	Services You May Need	Participating Provider	Limitations & Exceptions
			– Speech Therapy – limited to 25 visits per calendar year
	Skilled nursing care	Deductible, then no charge	– Limited to 100 days per calendar year Day limits combined with **Rehabilitation services.**
	Durable medical equipment	**Durable Medical Equipment** and Prosthetic Devices Deductible, then 20% Coinsurance	None
	Hospice service	No charge	If inpatient services are required, please see "If you have a hospital stay".
If your child needs dental or eye care	Eye exam	$20 Copayment per visit	– Limited to 1 exam per calendar year You may have other coverage under a Vision Rider.
	Glasses	Not covered	You may have other coverage under a Vision Rider.
	Dental check-up	Not covered	You may have other coverage under a Dental Rider.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)
• Acupuncture
• Infertility Treatment
• Long-Term (Custodial) Care
• Most Cosmetic Surgery
• Most Dental Care (Adult)
• Non-emergency care when traveling outside the U.S.
• Private-duty nursing
• Routine foot care
• Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)
• Bariatric Surgery
• Chiropractic Care
• Hearing Aids
• Routine eye care (Adult)

Your Rights to Continue Coverage:

Individual health insurance sample-

Federal and State laws may provide protections that allow you to keep this health insurance coverage as long as you pay your **premium**. There are exceptions, however, such as if:

- You commit fraud
- The insurer stops offering services in the State
- You move outside the coverage area

For more information on your rights to continue coverage, contact the insurer at **1–800–333–4742**. You may also contact your state insurance department at:

OR

Group health coverage sample-

If you lose coverage under the **plan**, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the **plan**. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the **plan** at **1–800–333–4742**. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or **www.dol.gov/ebsa**, or the U.S. Department of Health and Human Services at **1-877-267-2323 x61565** or **www.cciio.cms.gov**

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your **plan**, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact:

HPHC Member Appeals
Member Services Department
Harvard Pilgrim Health Care of
New England, Inc.
1600 Crown Colony Drive
Quincy, MA 02169
Telephone: 1-888-333-4742
Fax: 1-617-509-3085

Department of Labor's Employee
Benefits Security Administration
1-866-444-3272
www.dol.gov/ebsa/healthreform

New Hampshire Insurance
Department
21 Fruit Street, Suite 14
Concord, NH 03301
1-800-852-3416
www.nh.gov/insurance
consumerservices@ins.nh.gov

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Don't use these examples to estimate your actual costs under this **plan**. The actual care you receive will be different from these examples, and the cost of that care will also be different.

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Having a baby
(normal delivery)

- **Amount owed to providers: $7,540**
- **Plan pays: $5,390**
- **Patient pays: $2,150**

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	**$7,540**

Patient pays:

Deductibles	$2,000
Co-pays	$0
Co-insurance	$0
Limits or exclusions	$150
Total	**$2,150**

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers: $5,400**
- **Plan pays: $4,420**
- **Patient pays: $980**

Sample care costs:

Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	**$5,400**

Patient pays:

Deductibles	$0
Co-pays	$900
Co-insurance	$0
Limits or exclusions	$80
Total	**$980**

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

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- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health **plan**.
- The patient's condition was not an excluded or preexisting condition.
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Does the Coverage Example predict my own care needs?

✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

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Are there other costs I should consider when comparing plans?

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APPENDIX C

Dental Plan

Northeast Delta Dental Insurance Plan

Coverage A – Diagnostic and Preventative
100% paid by N.E. Delta Plan

Coverage B – Restorative
80% paid by N.E. Delta Plan

Coverage C – Prosthodontics (bridges, crowns, dentures)
50% paid by Dental Plan

Coverage D – Orthodontics (braces)
50% paid by Dental Plan for dependents up to age 19
Individual lifetime maximum of $1,000
(not included in annual maximum)

Maximum Contract Year Benefit
$1,000 per person per contract year

Eligible Persons
Full time employees, their spouses and dependent children are covered under this plan. A newborn child will be covered from their date of birth and may remain covered until their 19th birthday; unmarried dependent children which are fulltime students are covered until their 25th birthday.

APPENDIX D

DISABILITY PLAN

Long-term Disability Insurance Plan

- 60% of gross monthly earnings, with a maximum monthly benefit of $4,000.
- Benefit to age 65.
- 2-year own occupation provision.
- 90-day elimination waiting period.
- Residual benefit.
- Direct with family integration.
- 3-month survivor benefit.
- 24-month psychiatric benefit.